

RULES AND REGULATIONS
OF
CAPTAIN'S WAY AT ADMIRALS COVE
CONDOMINIUM ASSOCIATION, INC.

(A Florida Corporation Not For Profit)

Updated November 11, 2015

NOTE: Unless otherwise stated, all terms used herein shall have the same meanings respectively ascribed to them in the Declaration of Condominium of Captains Way at Admirals Cove, a Condominium and the Master Declaration of Covenants, Restrictions and Easements for Admirals Cove.

1. Sidewalks which are a part of the Common Elements or Limited Common Elements shall not be obstructed in any way or manner whatsoever and shall be used exclusively for ingress to or egress from the Units. By way of illustration and not limitation, no baby carriages, shopping carts, bicycles, toys, trash cans, garbage cans, chairs, benches, tables, or other articles will be allowed to stand in said areas nor shall children be permitted to play or loiter in or on said sidewalks.
2. Children shall not be permitted to play on or about the walkways, roadways or parking areas situate upon the Condominium Property, or the Water Areas.
3. No bicycles, toys, chairs, barbecues, or any other items of personal property shall be left on or about the Common Elements when not in use. All such items of personal property must be stored inside the Units.
4. No dirt or other substance or material shall be swept or thrown into or onto (a) any sidewalks which are a part of the Common Elements, or (b) the Water Areas. No clothes or towels shall be hung from any window or balcony, nor shall any rugs, mats, bedding or other item be shaken from any window, door or balcony.
5. All trash, refuse, garbage and other waste from the Units shall be kept in sanitary refuse containers which shall be placed in a walled-in area within a Unit so that they are not visible from the street, adjacent Units, Waterways or the golf course. No litter or other trash shall be placed or left upon the Common Elements, except at such times and in such manner as the Condominium Association shall direct.
6. No disturbing noises, either within the Units or in or on the Common Elements, which would interfere with the rights, comforts or convenience of Unit Owners, shall be permitted or allowed.
7. The toilets, sinks, garbage disposal units, baths, showers and other water apparatus within the Units shall not be used for any purpose other than that for which intended, and no sweepings, rubbish, rags or any other improper articles shall be deposited into the same. Any damage to the

Common Elements resulting from misuse thereof shall be borne by the Unit Owner of the Unit where the misuse occurred.

8. No inflammable oil or fluid, such as gasoline, kerosene, carbon tetrachloride, naphtha or benzene, or explosives, fireworks or articles extra-hazardous to life, limb or property, shall be used or brought into any Unit without in each case obtaining the prior written consent of the Condominium Association.

9. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

10. Without the prior permission of the Condominium Association, no contractor or worker employed by a Unit Owner other than Developer shall be permitted to do any work in any Unit (except for emergency repairs) between the hours of 6:00 P.M. and 8:00 A.M., or on Sunday or legal holidays if such work is likely to disturb other Unit Owners.

11. If any Unit Owner desires to plant, at his own cost and expense, any additional trees, shrubs or plants outside his Unit upon any portion of the Common Elements or Limited Common Elements, the Unit Owner shall do so only with the prior written consent of the Condominium Association and the Architectural and Design Review Committee ("ADR Committee") and in accordance with such standards as the Condominium Association and the ADR Committee shall specify. If the Condominium Association and the ADR Committee permit any additional plantings pursuant to the previous sentence of this Paragraph 11, neither the Condominium Association nor the ADR Committee will be responsible to replace any such additional plantings, and if such additional plantings materially increase the Condominium Association's maintenance costs, the particular Unit Owner will be responsible to reimburse the Condominium Association for such increased cost.

12. All appliances and electrical equipment of any kind and all appliances of every kind, however powered, installed or used in a Unit, shall comply with all rules, requirements, regulations and recommendations of all public authorities and boards of fire underwriters having jurisdiction.

13. No fencing shall be placed on any part of the Common Elements without the prior written consent of the Board of Directors of the Condominium Association and the ADR Committee.

14. No trailers, campers, boats, recreational vehicles, trucks, commercial vehicles, unserviceable vehicles or other similar vehicles, other than motorcycles and four-wheel passenger automobiles, shall be placed, parked or stored upon any portion of the Common Elements or Limited Common Elements, nor shall any maintenance or repair be performed upon any boat, trailer or motor vehicle of any nature, unless such placement, storage or maintenance, as the case may be, is within an enclosed garage. No golf cart shall be parked or kept upon any portion of the Common Elements or Limited Common Elements, except for in an enclosed garage.

15. All parking regulations and traffic regulations from time to time posted by the Condominium Association shall be obeyed.

16. Any golf cart purchased must be electrically powered, and shall not be powered by gasoline other types of flammable fluid. In addition, the model, type and color of the golf cart must be approved by the ADR Committee.
17. No vehicle of any kind shall be parked overnight on any street.
18. No vehicle horn shall be blown upon the Condominium Property except for the purpose of preventing an accident.
19. Vehicle covers are not permitted within Captain's Way.
20. No employee of the Condominium Association or of the Condominium Manager shall be requested or required by any Unit Owner to perform any personal service for any Unit Owner not in the line of duties prescribed for such employee by the Condominium Association or the Condominium Manager.
21. The Condominium Association may retain a passkey to each Unit so that access thereto can be obtained in case of emergencies. No Unit Owner shall alter any lock or install a new lock on any door leading into his Unit without the prior written consent of the Condominium Association. If such consent is given, the Unit Owner shall provide the Condominium Association with a key for such lock.
22. There shall be no swimming in the Water Areas, or on any lake or pond on the Condominium Property, or boating on any lake or pond on the Condominium Property.
23. Cover-ups or tops shall be worn over bathing suits at all times while on the Condominium Property, except while at the swimming pool. Bare feet shall not be permitted on or around the Condominium Property.
24. Each Unit Owner shall be held accountable for any violation of these rules by the family members, guests, tenants, agents or employees of the Unit Owner.
25. Complaints regarding the management of the Condominium Property or regarding actions of other Unit Owners shall be made in writing to the Condominium Association.
26. Any consent or approval required of the Condominium Association by these Rules and Regulations must be in writing to be effective, and shall be revocable at any time.
27. These Rules and Regulations may be amended, supplemented, modified or superseded from time to time by the Condominium Association.

THE FOREGOING WERE DULY ADOPTED AS THE RULES AND REGULATIONS OF CAPTAIN'S WAY AT ADMIRALS COVE CONDOMINIUM ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT, AT THE FIRST MEETING OF THE BOARD OF DIRECTORS.

RULES AND REGULATIONS

ADMIRALS COVE MASTER PROPERTY OWNERS ASSOCIATION, INC.

These Rules and Regulations were modified and approved by the MPOA Board on October 30, 2020.

All terms used herein shall have the same meanings ascribed to such terms in the Master Declaration of Covenants, Restrictions and Easements for Admirals Cove. The Admirals Cove Master Property Owners Association, Inc. (the "MPOA"), Master Declaration acting through its Board of Directors (the "Board") has adopted the following Rules and Regulations:

CONDUCT

1. Owners must not act in a manner unbecoming of a member of Admirals Cove. Incidents of rude or unseemly behavior by an Owner, Residents, Owner's tenant, guests, or their employees, whether within or outside the community will be a violation of the rules.
2. Living Unit Owners shall not threaten, abuse, disrespect, or harass, either verbally, physically, or on social media any owner, resident, owner's tenant, employee, agent, contractor, subcontractor or supplier of the MPOA.
3. Each Living Unit Owner shall be accountable for any violation of these rules by family members, guests, visitors, tenants, employees, vendors, or contractors of the Living Unit Owner, whether or not the Owner is in residence.
4. In the event of any infraction of the Admirals Cove governing documents, the MPOA has the ability to fine and/or suspend bar codes. In the event an infraction results in a bar code suspension, such suspension shall include any and all vehicles assigned to the Living Unit. Fines and suspension of bar codes may differ depending on the severity of the incident, the number of incidents or other extenuating circumstance(s).
5. Each twenty-four (24) hour period that any violation persists will constitute *a new violation* and each new violation will be subject to a separate fine and legal redress for such violation. Fines and suspensions will be levied on each individual violation of the rules in the event that multiple violations occur within a single rule.
6. **Any incident or violation deemed by the MPOA Board to be egregious in nature shall be considered in and of itself a separate and additional violation. Egregious incidents and/or violations may carry enhanced penalties and suspensions.**
7. All conduct within Admirals Cove by all Owners, Residents, Guests, Tenants and Invitees shall at all-times be considerate of the safety of other persons and property. No activity

shall be permitted that in any way threatens or appears to present a threat to others or to property within Admirals Cove.

8. The discharge of firearms, the reckless display or brandishing of firearms or items that appear to be firearms, knives, weapons, or explosive devices, or the ignition of explosive devices or any other conduct that in the opinion of the Board of Directors which is used or intended to disturb, intimidate or pose a threat to others will be treated as an egregious violation of MPOA rules. This rule is not intended to interfere with the lawful possession of any weapon, but is intended to prohibit conduct that is considered to be threatening, intimidating or disturbing to people or property within the community.
9. Fireworks may not be set off anywhere within the Common Areas, except as part of a fireworks exhibit organized and conducted by the MPOA, or except as otherwise specifically previously permitted by the MPOA General Manager in its sole discretion.
10. Tampering and/or destruction of MPOA property is expressly forbidden. Owners will be responsible for any costs associated with damage to MPOA property.
11. All signs, banners or other display of any type or manner are prohibited on any location within Admirals Cove, unless previously approved by the MPOA Board. This includes all displays of words, pictures or designs on any sign, banner, flag, vehicle or boat on any roadway, lot, MPOA or condominium common elements, home, dock, boat lift, waterway or canal. The only flags that are permitted are per FS 720.304.(2)(a) those which are portable removable US flags, State of Florida flags, or a flag representing the US Army, Navy, Air Force, Marine Corps or Coast Guard. We also allow Yacht Club flags to be flown on boats as well as the flag of the country in which a foreign boat is registered/documented in.

GENERAL

12. All Living Unit Owners shall maintain their unit, grounds/landscape, docks, unimproved lots and any improvements in a manner befitting the standards of Admirals Cove, in good order and attractive condition and repair, which shall be determined at the sole discretion of the Architectural Design Review Board (ADR) and/or the Board.
13. Owners are responsible for providing the names of their guests to Security, using voicemail (561-748-9388) or www.Gateaccess.net. Twenty-four (24) hour notice shall be provided for parties of fifteen (15) or more.
14. Open houses are permitted by Owner invitation only. Owners must provide a signed guest list to Security no later than twenty-four (24) hours prior to the event. Open house guests will be considered a guest of the Unit's resident and must adhere to all community rules and regulations. Owners are responsible and are held liable for all actions of their guests. Contact the MPOA office for a detailed review of the process.
15. "Garage Sales" and/or "Yard Sales" are prohibited.
16. Trailers of any nature or campers, boats, recreational vehicles, commercial vehicles, PODS (storage containers), shall not be parked or stored in the driveway or on the street unless otherwise approved by the MPOA General Manager in advance.

17. No maintenance or repair may be performed upon any boat, trailer or motor vehicle, unless such maintenance or repair is within a building so that the same is totally removed from public view.
18. All trash, landscape debris, and other waste from the Living Units shall be kept in containers which shall be placed in a walled-in area of a Living Unit so they are not visible from the street or common area. No trash, refuse, garbage or other waste shall be placed or left upon the Property, except at such time and in such manner as the MPOA shall direct, and except that refuse containers may be placed by a Living Unit Owner on such Living Unit immediately adjacent to a road not earlier than 9:00 p.m. the day before garbage is to be collected, and such refuse containers shall be removed from sight before 11:00 p.m. that day.
19. The MPOA is entitled to a working copy of all entry keys to each Living Unit so that access can be obtained in case of emergencies. These keys shall be for use only if entry to such Living Unit is necessitated by, but not limited to, the presence or threat of fire, flood, medical emergency, or any other condition which may adversely affect people, the Living unit or other Living Units or portions of the Property.
20. Owners are responsible for promptly addressing disturbing noises emanating from their property which would interfere with the rights, comforts or convenience of others. Disturbing noises shall not be permitted unless it is a result of activity, maintenance and/or construction approved by the M
21. MPOA and is occurring within the permissible construction hours which can be found in the ADR Manual.
22. Owners and Owner's Tenants and Guests are required to comply with governmental public health safety ordinances, orders and guidelines.
23. All garage doors shall be closed when not in use.

PETS

24. No pets are permitted other than: one (1) dog, not exceeding an adult weight of seventy-five (75) pounds, or two (2) dogs, not exceeding a combined total adult weight of seventy-five (75) pounds, two (2) cats, fish capable of being kept in indoor aquariums, and domesticated birds kept in the Living Unit. Condominium pet rules may be more restrictive, and if more restrictive they shall apply. Please check with your condominium association for their pet policy.
25. All dogs shall be kept on a leash at all times when they are outside the Living Unit, and all animals shall not make noise to the unreasonable annoyance of other Units.
26. All pet owners are responsible for picking up after their animals and properly disposing of the waste.
27. When using the Dog Park, the posted rules must be followed at all times.
28. All pet owners are responsible for the actions of their animals.

HOME BUSINESS

29. A business cannot be conducted within a Living Unit if it would affect neighbors within the Community, to include but not limited to, increased excessive waste, increased traffic/visitors, etc.

TRAFFIC

30. All parking, and traffic regulations and safety rules from time to time posted or promulgated by the MPOA shall be obeyed. Speed limit is twenty-five (25) miles per hour on roadways, unless a different speed is specifically posted. All individuals driving a registered motor vehicle into, and within the community shall have a valid driver license, appropriate vehicle insurance, and obey all traffic, stop sign, parking, and other such rules and regulations. This pertains to Utility Cart and Golf Cart drivers operating on community roads as well.
31. Bicycles are considered vehicles. Bicyclists shall adhere to all posted traffic signs and other rules and regulations of the road. Having a working light on your bicycle is required from dusk to dawn. The MPOA strongly encourages owners to wear reflective clothing at dawn, dusk and at night.
32. Pedestrians shall walk on sidewalks or paths facing traffic whenever possible. If there are no sidewalks, always walk facing traffic as far to the left as possible. Always cross streets at a corner, using crosswalks. The MPOA encourages owners to wear reflective clothing at night and to always carry a working light during non-daylight hours.

PARKING

33. On street parking is not permitted if there is room in the driveway. The only exceptions are the following: landscape trucks, large delivery trucks, vehicles with trailers, and homes when residents register their party with Security. Exceptions may be granted at the sole discretion of the Property Manager or Board on a case-by-case basis and must be in writing. In any case, any vehicle granted approval to park in the street must not present a public safety issue.
34. Overnight parking on the street is not permitted. Overnight parking shall be defined as any vehicle parked on the street within the community between the hours of 1:30 a.m. through 6:00 a.m. Exceptions may be granted at the sole discretion of the Property Manager or Board on a case-by-case basis and must be in writing. In any case, any vehicle granted approval to park in the street must not present a public safety issue.
35. All parking for construction, renovation or service shall be confined to the subject lot, available street space at the curb bordering the subject lot, off Admirals Cove property, or as otherwise agreed upon by the Property Manager or Board.
36. Car covers are only allowed with approval by the Architectural Design & Review Board (ADR). Consideration will be given to the type of car cover and the reasonable concealment of vehicles through landscaping and/or other means.

37. Vehicles which are not in compliance with parking rules may be asked to be moved, cited, and or towed by the MPOA in its sole discretion, at the Unit owner's expense.

DOCKS/WATERWAYS/BOATS

38. The mooring of vessels and boats, including the size and configuration of vessels, docks, piers and pilings, and dock lighting shall be in accordance with the terms and provisions of the Master Declaration, ADR Manual, Dock License Agreement, and any Rules and Regulations promulgated pursuant thereto. No mooring apparatus or vessel shall encroach into the 60-foot navigable channel. Please refer to the ADR manual for more detailed information.
39. Boats and other such watercraft shall not be operated in the Waterways (a) at a speed in excess of the speed which results in a wake from such operation, or (b) in a manner that interferes with or endangers other vessels or any of the wildlife in the Waterways.
40. Fuel delivery companies are required to provide a certificate of insurance to Security, showing they meet the minimum required limits for General Liability, Umbrella, Vehicle, Pollution, Workers' Compensation, and USL&H, as set forth by the MPOA. Any company unable to provide the required documents will not be permitted entry to the Community.
41. Swimming, wake boarding, "tubing" or water skiing in the Waterways are expressly prohibited.
42. No trash, waste, or petroleum products or other pollutants shall be discharged from any boat or vessel into the Waterways.
43. Living Unit Owners must adhere to The Dock License Agreement (DLA). If a DLA is not signed the MPOA will not permit a dock to be erected nor to remain on the Living Unit nor a boat or vessel to be moored on the Living Unit. Any boat or vessel kept or moored at the dock must be at least 50% owned by Owner. Any maintenance, safety, electrical, operational or structural deficiency must be addressed in a timely manner by the owner.
44. All boat owners are required to register their vessel's information with MPOA Security and receive a transponder for each vessel owned. The transponder must always be displayed when departing and entering the community waterways.
45. The perimeter buoy float lines are not to be traversed by any vessel – always use waterway entrances when entering or leaving the property by water.

LANDSCAPE

46. When an Owner initiates landscaping work that creates landscape debris, it is the Owner's responsibility to remove all debris and trimmings from view the day the work is done. If the MPOA finds it necessary to remove any landscape debris and trimmings which the Unit Owner fails to remove it will be done without notice and at the Owner's expense.

47. Landscapers will not be permitted within the community on Saturdays or Sundays to perform loud work such as mowing, trimming, blowing, cutting and other work where loud noise is created. Regular landscape maintenance shall be performed Monday through Friday from 8:00 am through 5:30 pm. In the event a landscaper violates work hour rules, they must immediately stop and leave the community at the request of Security and/or any agent of the MPOA. Exceptions may be made in the sole discretion of the MPOA General Manager for extenuating circumstances, such as a weather event or emergency.

ARCHITECTURAL DESIGN REVIEW (ADR)

48. All exterior work performed at a Living Unit must first receive written ADR approval before commencing any work (including any demolition). Any work performed at a Living Unit without prior written approval from the ADR, or failure to meet approval guidelines, may result in fines and/or barcode suspension and/or denial of access to contractor. Fines shall occur for each individual item not submitted and/or not approved. Barcodes may be suspended for any duration up to and including until such violation is remedied. Owners must always contact the MPOA before any exterior modifications, color changes, construction, landscape or hardscape changes are made.
49. All lots on which a dumpster is placed are subject to a refundable deposit equaling \$5,000 or 3% of the total project cost, whichever is greater. This deposit will be refunded only if there is no damage to any MPOA property or to neighboring property, as determined by ADR / MPOA Board. This will be deposited in a MPOA account. No interest will be paid on this deposit. See ADR Manual for more details.
50. Approved hurricane shutters may only remain up from May 1st through November 30th.
51. Year-round construction hours are as follows:
- 7:30 am to 8:00 am – Quiet work only
 - 8:00 am to 5:30 pm - Full construction work - (9.5 hours daily)
 - 5:30 pm to 6:00 pm – Quiet work only and must leave property by 6:00 pm

Weekend Hours

- No Full construction work on Saturday or Sunday
- Quite interior work is permitted on Saturday.
- No outside noise that can be heard by neighbors and all vehicles must be parked on the lot- no street parking allowed

LEASING

52. Copies of all Rental or Lease Agreements, Sales Contracts, Applications and Processing Fees shall be submitted to the MPOA no less than thirty (30) days prior to occupancy and/or closing. It is the Owner's responsibility to provide the MPOA with such documentation of a sale or lease within the prescribed time period.
53. If a unit is rented and the Owner is delinquent in payment of the Owner's MPOA Maintenance Assessment, the MPOA will direct the occupant of the unit to pay any such delinquency to the MPOA.

54. No living unit may be rented for a term of less than three (3) consecutive months, and no living unit may be rented more than once in any one (1) year period, except in the case where the tenant is an existing Admirals Cove Owner.

MISCELLANEOUS

55. Car Carriers shall not be permitted within the Community. Arrangements must be made through Security with regard to the transport of a vehicle(s) between the Community and the carrier vehicle parked outside of Admirals Cove property.
56. The use of drones for recreational, photographic or other uses within the community is not permitted without written permission granted at least 24 hours in advance by the MPOA. Drones may not be used to invade the privacy of other residents.
57. Vendor access may be suspended or terminated as deemed appropriate by the MPOA due to significant residential complaints or violations of Admirals Cove Rules and Regulations or Architectural Design Review Board (ADR) guidelines, or for any criminal or egregious activity.
58. Complaints regarding the management of the Property or actions of other Living Unit Owners affecting a Living Unit shall be addressed to the GM/COO of the MPOA. Anonymous complaints will not be considered by the MPOA.
59. All Owner employees, as well as workers, contractors, and/or subcontractors, are required to obtain an Access ID Card through Security.
60. These Rules and Regulations may be amended, supplemented, modified, repealed and/or superseded by the Admirals Cove MPOA at any time.

Please contact the MPOA Office at 561.746.7769 if you have any questions or need clarification on the above Rules and Regulations.