

**RULES AND REGULATIONS OF
MARINA SAN PABLO MASTER ASSOCIATION, INC.**

1. The rules and regulations hereinafter enumerated as to the Property, the Common Area, the Limited Common Area and the Units and Lots shall be deemed in effect until amended by the Board of the Association and shall apply to and be binding upon all Owners. The rules and regulations shall be consistent for all Lots and Units operated by the Association. The Owners shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision.

2. The use of the Lots or Units shall be consistent with applicable laws, and the restrictions set forth in the Declaration, Articles and Bylaws. Each of the Lots or Units shall be occupied only as a residence by an Owner and its Guests, and for no other purpose.

3. The Common Area and Limited Common Area shall not be obstructed, littered, defaced or misused in any manner and shall be kept free and clear of all rubbish, debris and unsightly materials. Destruction or damage caused to a Common Areas or to a Limited Common Area shall be the responsibility and at the expense of the responsible Owner.

4. Employees or independent contractors of the Association are not to be used by Owners for personal services. The Board of Directors shall be solely responsible for directing and supervising employees and independent contractors of the Association.

5. All motor vehicles shall be currently licensed. No repair or maintenance of vehicles is to be done in parking spaces or within the Common Area or Limited Common Area. No boats, boat trailers, all terrain vehicles, school buses, recreational vehicles or commercial trucks or vehicles shall be parked for more than thirty (30) minutes within the Common Area or Limited Common Area without prior written approval of the Association. This restriction does not apply to commercial trucks or vehicles parked temporarily on the Common Area or Limited Common Area by workmen or subcontractors. Motorists shall at all times drive carefully and in conformity with conditions and circumstances on the ramps and in the parking areas and shall in no event exceed the five (5) miles per hour speed limit.

(a) To insure parking of only authorized vehicles, decals or other identification may be issued to each Owner for his/her vehicle(s), or for the vehicle(s) of his or her guests or business invitees. If issued, such decals (or hanging passes) or other identification MUST be prominently displayed in order to avoid towing and/or fines.

(b) All parking is restricted to paved parking areas. All vehicles MUST be parked between the painted lines.

(c) Vehicles which, by virtue of their size, cannot be accommodated entirely within the painted parking lines for a single spot are prohibited.

(d) Junk vehicles or inoperable vehicles may not be driven, towed, parked or stored anywhere on the Property.

Note: Any violation of parking rules will subject the violator to possible fines and/or towing and removal of the vehicle from the property at the Owner's expense. The Condominium Association assumes no responsibility for any damages to the vehicle generated by its removal.

6. No Owner shall make or permit any disturbing noises in a home or on a Lot or Unit by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Owners. In this regard, usual and customary activities (for example, lawn cutting, if applicable) which, by their nature, generate noise shall be permitted, but only after 8:00 a.m. and before sunset. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment in his home or on his Lot or Unit in such a manner as to disturb or annoy other residents (applying reasonable standards).

7. No electronic equipment shall be permitted in any home or on any Lot or Unit which interferes with the television or radio reception of another home or Unit.

8. No Owner may alter in any way any portion of the Common Areas, including, but not limited to, landscaping, without obtaining the prior written consent of the Architectural Review Board.

9. No commercial use shall be permitted within the Property even if such use would be permitted under applicable zoning ordinances.

10. Solicitation, whether verbal or by the distribution of forms or other papers or documents, is not permitted on the Condominium Property.

11. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any home, on a Lot or Unit or on the Common Area, except as to propane gas cylinders meeting all fire code requirements.

12. Children will be the sole responsibility of their parents or legal guardians, and shall at all times be under such parties' direct supervision while within the Property. Such parents or legal guardians shall ensure their children's full compliance with these Rules and Regulations and all covenants and restrictions enforceable by the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing all recreation facilities (if any).

13. No signs, including but not limited to "For Sale", "For Rent" or "Open House" signs shall be permitted on any Common Area or Limited Common Area.

14. ONLY Owners and their tenants are allowed pets. Guests (excluding any tenants) are specifically prohibited from bringing pets onto the Property.

(a) Pets MUST be kept on a leash at all times, and Owners are responsible to remove pet excrement from grounds.

(b) Pets shall not be left unattended on any portions of Common Area or Limited Common Area of the Property.

15. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein and as they may be subsequently amended, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend use of recreation facilities, if any, in the event of failure to so comply. In addition to all other remedies, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or Bylaws, as provided in the Declaration.

16. These rules and regulations shall not apply to the Developer or its respective affiliates, agents, employees or contractors. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of, and conditions on time limitations imposed by, the Board.