

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

Pursuant to the authority vested in the Board of Directors of Marina San Pablo Condominium Association, Inc., ("Association"), the following rules and regulations of Marina San Pablo Condominium ("Condominium") have been adopted by the Board of Directors of the Association ("Board") to govern the use of the Condominium Property ("Condominium Property") as defined in the Declaration of Condominium. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Declaration of Condominium.

A. Unit, Common Elements and Limited Common Elements Rules and Regulations.

1. The rules and regulations hereinafter enumerated as to the Condominium Property, the Common Elements, the Limited Common Elements and the Condominium Units shall be deemed in effect until amended by the Board of the Condominium Association and shall apply to and be binding upon all Unit Owners. The rules and regulations shall be consistent for all Condominiums operated by the Association. The Unit 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 Units shall be consistent with applicable laws, and the restrictions set forth in the Declaration, Articles and Bylaws. Each of the Units shall be occupied only as a residence by an Owner and its Guests, and for no other purpose.

3. Common Elements and Limited Common Elements 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 Element or to a Limited Common Element shall be the responsibility and at the expense of the responsible Owner.

4. Owners and occupants of Units shall exercise extreme care to minimize noises in the use of musical instruments, radios, television sets, amplifiers, etc., so as not to disturb other persons or parties occupying Units.

5. No towels, garments, rugs, etc., may be hung from the windows, balconies penthouse patios, or other portions of Units. No towels, garments, rugs, etc., may be dusted from the windows, balconies or other portions of the Units. Rugs may be cleaned within the Units and not in any other portion of the Condominium Property.

6. All garbage and trash shall be deposited in the disposal installations provided for such purposes.

7. No Owner or occupant of a Unit shall install wiring for electrical or telephone installations, nor install machines or air conditioning units, etc., that may affect the exterior of a Unit in any shape or manner, except as authorized in writing by the Board.

8. Owners (other than Developer) shall not cause or permit anything to be placed on the outside walls, balconies, or any portions of any of the buildings or placed on windows which are visible from the outside of the building, and no sign (for rent, for sale or otherwise), canopy, shutter, radio, satellite dish or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof of any Unit without the prior written consent of the Board and Developer. Nothing in the Rules and Regulations shall restrict the right of any Owner to display one portable, removable United States flag in a respectful way and such other flags as provided in Section 718.113(4), Florida Statutes, as may be amended from time to time.

9. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements or Limited Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or may become an annoyance or nuisance to the other Unit Owners or occupants, or which may be injurious to the reputation of the Condominium or the Condominium Property.

10. Nothing shall be done in any Unit or in, on or to the Common Elements or the Limited Common Elements which will impair the structural integrity of the buildings or which would structurally change the buildings, except with the prior written approval of the Board.

11. Nothing shall be done or kept in any Unit or in the Common Elements or Limited Common Elements which will increase the rate of insurance on the buildings or contents thereof without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements or Limited Common Elements which will result in the cancellation of insurance on the building or contents thereof, or which would be in violation of any law.

12. Unit Owners and their Guests shall, at all times while on the Condominium Property, act in an orderly manner without creating disturbing noises or being a nuisance to the other Unit Owners. Unit Owners are at all times responsible for the general conduct of their Guests. The cost of repair and/or replacement for damage to Common Elements, Limited Common Elements or personal property caused by any Unit Owner or their Guest shall be strictly enforced against the Unit Owner who caused such damage or Unit Owner whose Guest caused such damage.

13. No clotheslines or similar devices shall be allowed on any portion of the Condominium Property by any person, firm or corporation without the written consent of the Board. Balconies may be used only in the usual manner, except as hereinafter restricted, but in no event as an area for storage. Articles of clothing, linens, towels, etc., may not be hung or draped from rails, window sills or outdoor furniture. Articles such as, but not limited to, bicycles, seasonal decorations, etc. shall not be kept, placed or maintained on Unit balconies. **FEEDING BIRDS FROM BALCONIES IS PROHIBITED.** No material of any nature (water, sand, dirt, etc.) may be pushed off the edge of any balcony. These materials must be swept into some type of container and removed. Only a damp mop, sponge or similar tool may be used to

clean a balcony floor of a Unit. No object may ever be thrown or otherwise allowed to fall from any balcony. Indoor/outdoor carpeting shall not be installed on the balconies. Unit owners shall be prohibited from enclosing their balconies by screen or by permanent enclosure of the balcony into the heated and cooled space within a Unit, without approval from the Board of Directors.

14. Parking shall be as provided in the Declaration, Article III. All motor vehicles shall be currently licensed. No repair or maintenance of vehicles is to be done in parking spaces or within the Common Elements or Limited Common Elements. 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 on the Condominium Property (including within an enclosed parking space) without prior written approval of the Condominium Association. This restriction does not apply to commercial trucks or vehicles parked temporarily on the Common Elements or Limited Common Elements 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) Long term parking or storage of vehicles is prohibited, except in any Unit Owner's reserved parking space(s).

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

15. ONLY Owners and their tenants are allowed pets. Guests (excluding any tenants) are specifically prohibited from bringing pets onto the Condominium 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 Elements or Limited Common Elements of the Condominium Property.

16. Maintenance assessments that are unpaid for over ten (10) days after the due date shall include, in addition to interest (as provided for in the Declaration), the greater of five percent (5%) of each installment, Twenty-Five and No/100 Dollars (\$25.00), or the highest amount allowed by Florida law as a late charge.

17. Units may only be leased or sublet for terms of at least four (4) months. Tenants must conform to all condominium rules and regulations.

18. All Unit Owners are required to utilize such underlayments as the Board shall designate in any areas of a Unit where ceramic tile, marble, wood flooring, parquet or any other hard surfaces are to be used.

19. Proper attire must be worn in the Common Elements and Limited Common Elements at all times by Unit Owners and their Guests.

20. The temperature and humidity of each Unit shall be maintained by the Owner of such Unit at a level such as to reduce mold, mildew and damage resulting from humidity to the Unit.

21. The Unit Owner may only install neutral colored draperies or neutral colored blinds in the Unit. The Unit Owner shall be prohibited from obscuring glass in the Unit.

22. No sign, nameplate, signal, advertisement or illumination shall be inscribed or exposed on or at any window, door, balcony or terrace of any Unit without the express prior written consent of the Board, except by Developer.

23. Elevators should be used for the purposes intended and should be kept free of trash.

24. The use, storage or discharging of fireworks on Association property is prohibited.

25. Bicycles are permitted on the premises. Bicycle owners will be solely liable for their conduct, and for any personal injuries or property damages sustained as a result of their operation. Due to local fire department regulations, bicycles cannot be left unattended in the corridors and walkways or chained to outdoor railing. Bicycles, scooters, strollers, or other velocipedes or similar vehicles may not be stored on any balcony or in any Common Area, except in an area, if any, as has been designated by the Board. Motorcycles may only be parked/stored in garages.

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

27. Use of realtor "lockboxes" shall not be permissible on the Condominium Property. In lieu of lockboxes, any Unit Owners selling his or her Unit shall make arrangements

with his or her listing agent to meet any potential buyers or buyers' agent and escort such parties through the gated entrance and into the building and Unit being sold. In the event the listing agent is unable to escort potential buyers or buyers' agent, the listing agent may make arrangements with Developer's on-site sales agent to meet any potential buyers or buyers' agent at Developer's sales office, and Developer's on-site sales agent will escort any potential buyers or buyers' agent through the Condominium Property and to the Unit being sold. It will be the responsibility of the listing agent or the Unit Owner to make arrangements with the Developer's on-site sales agent for such accommodations and to provide a key to the Unit that is being sold. In no instance shall potential buyers or buyers' agents be unescorted during their tour of a Unit or through the Condominium Property. It shall be the responsibility of each Unit Owner to advise his or her listing agent of this rule. In the event the Developer is no longer maintaining an on-site sales office, the Unit Owner shall be responsible for making alternative arrangements with his or her listing agent to insure that any potential buyers or buyers' agent are accompanied through the Condominium Property and Unit.

B. Enforcement and Fines. The Board of Directors may, pursuant to *Florida Statutes*, Section 718.303(3) impose fines in such reasonable sums as they deem appropriate, not to exceed One Hundred and No/100 Dollars (\$100.00) per violation, One Thousand and No/100 Dollars (\$1,000.00) in the aggregate, or the maximum amount allowed by Florida law against Unit Owners for violations of the Condominium documents, including the rules and regulations, by Owners or their guests or lessees. Each day of continuing violation shall be a separate violation. No fine shall be levied until the Owner(s) has been given an opportunity for a hearing. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The procedure of the hearing shall be, at a minimum, as follows:

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the Declaration, Association Bylaws, or Association rules which have allegedly been violated; and,
3. A short and plain statement of the matters asserted by the Association.

C. Opportunity to Respond. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

D. Compliance with Documents. All Unit Owners and every Guest of a Unit Owner shall comply with all of the terms, conditions, covenants, restrictions and limitations contained in the Declaration of Condominium, the Articles of Incorporation and the Bylaws.

E. **Rule Changes.** The Board reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in its opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the Condominium Property and to assure the comfort and convenience of Unit Owners; provided, the same shall be subject to the restrictions on such changes, amendments or modifications set forth in the Declaration, the Articles and the Bylaws.

F. **Location for Posting Notices.** All notices of Unit Owner meetings and meetings of the Board shall be posted in an area of the Condominium Property designated by the Board from time to time as the location for posting of such notices.