

MARINER COURT, A CONDOMINIUM

Rules and Regulations

(All capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Declaration of Condominium for Mariner Court, a Condominium.)

The rules and regulations hereinafter enumerated (the "**Rules and Regulations**") as to the Condominium Property, the Buildings, the Common Elements, the Limited Common Elements, the Units, and the Condominium in general shall apply to and be binding upon all Owners except as otherwise expressly provided herein. 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, licensees and employees for whom they are responsible and over whom they exercise control and supervision. Each Owner and its lessees, guests, families, invitees, servants, licensees and employees shall be jointly and severally liable to the Association for any violation hereof by and/or any damage or injury caused by Owner or Owner's lessees, guests, family, invitees, servants, licensees and/or employees. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other Owners pursuant to the terms hereof and the terms of the Declaration, the Articles of Incorporation and the Bylaws. Violations may be remedied by the Association by injunction or other legal means, and the Association shall be entitled to recover (i) the cost of the remedy itself, and (ii) any and all court costs incurred, together with reasonable attorneys' fees against any person violating these Rules and Regulations, or the Declaration, including any of the exhibits attached thereto. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall not be considered a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors.

1. **Rules And Regulations.**

- a. Violations should be reported to the Board of Directors, the officers of the Association, or any designees thereof.
- b. The Board of Directors will notify an Owner of violation(s) the Owner has committed, as well as any appropriate board committees.
- c. Violation disputes will be presented to and judged by the hearing committee, which will take appropriate action.
- d. Owners are responsible for compliance with these Rules and Regulations by their lessees, guests, families, invitees, servants, licensees and/or employees.

2. **Facilities.** The Condominium facilities are for the exclusive use of Owners and their approved lessees, guests, family, invitees, servants, licensees and/or employees (except as otherwise provided in the Declaration). Any damage to the buildings, recreational facilities, Common Elements or equipment caused by any Owner or his lessees, guests, family, invitees, servants, licensees and/or employees shall be repaired at the Owner's expense.

3. **Obstructions.** Sidewalks, driveways, Unit entrances, stairways, and all Common Elements and Association Property shall be kept open and unobstructed. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the Condominium, unless approved in writing by the Association as provided in **Section 18.18** of the Declaration.

4. **Children.** Reasonable supervision must be exercised when children are playing on the Condominium Property.

5. **Play Equipment, Strollers, Etc.** Bicycles, tricycles, scooters, skateboards, and other play equipment, baby strollers and similar items shall not at any time be left in the Common Elements or in the Limited Common Elements (including balconies and terraces).

6. **Garbage.** No rubbish, refuse, garbage or trash shall be allowed to accumulate in places other than the receptacles (garbage cans) provided therefor, and each Unit, the Common Elements, the Limited Common Elements and Association Property shall at all times be kept in a clean and sanitary condition. All garbage receptacles shall be stored in the garage of the Unit. Such garbage receptacles shall be transported by Owner to edge of the driveway serving the Unit no earlier than sunset of the evening prior to day of garbage collection. Garbage receptacles shall be returned to the garage by 6:00 p.m. the day of such collection.

7. **Occupancy and Guests.** Each Unit shall be used as a single-family residence only and no more than five (5) persons shall be allowed to permanently reside in any one Unit. The use of a portion of a Unit as an office by an Owner or his tenant shall be allowed if such use does not create regular customer, client or employee traffic. Owners and Tenants may have guests for a period not to exceed 30 days in a six-month period per guest. Anyone residing in a unit for more than such time is *subject* to the approval of the Association pursuant to the provisions of ¶19.1 of the Declaration of Condominium including written application, background checks, and positive determination by the Board or a committee appointed for such purpose of the applicant's "good moral character, social compatibility, personal habits, and financial responsibility."

8. **Destruction of Property.** Neither Owners, their lessees, guests, families, invitees, servants, licensees and/or employees shall mark, mar, damage, destroy, deface or engrave any part of the Building, Unit, Limited Common Elements or Common Elements. Owners shall be financially responsible for any such damage.

9. **Alterations.** No Unit Owner shall cause or allow improvements or changes to any Unit, or to any Limited Common Elements, Common Elements or Association Property, which could in any way affect the structural, electrical, plumbing or mechanical systems of the Buildings, without obtaining the prior written consent of the Association.

10. **Nuisances.** No portion of the Units, Limited Common Elements or Common Elements shall be used, in whole or in part, for the storage of any property or thing that will cause such property to appear to be, in the view of the Association, in an unclean or untidy condition or that will be obnoxious or unsightly to the eye; nor shall any substance, thing, or material be kept on any portion of the Units or the Limited Common Elements appurtenant thereto that will emit foul or obnoxious odors or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding properties. No activity deemed by the Association as noxious or offensive shall be carried on in any Units, Limited Common Elements, Common Elements or other portions of the Condominium Property, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to any Owner. The Board of Directors shall have the right to determine if any equipment, fixture, improvement, materials or activity producing such noise or odor constitutes a nuisance. In particular, no sound speakers shall be installed on the outside of the Units or on the Common Elements or Limited Common Elements. Further, no Unit Owner shall play (or permit to be played in its Unit, or on the Limited Common Elements or Common Elements) any musical instrument, phonograph, television, radio, sound system or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants. No vocal or instrumental practice is permitted during the hours from 10:00 p.m. through 9:00 a.m. Additionally, there shall not be maintained outside the Units or on the Limited Common Elements or Common Elements any plants, outdoor furniture, devices or things of any sort whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature that may diminish or destroy the enjoyment of the Units, or any other portions of the Condominium Property. Specifically, the use of clotheslines to dry laundry in any common element, limited common element, or other portions of the Condominium Property visible to neighbors, is deemed by the Board to be unsightly, injurious to the enjoyment of Units by Members, and is prohibited

11. **Attire.** Owners, their lessees, guests, families, invitees, servants, licensees and/or employees, shall not appear in Common Elements or Limited Common Elements except in appropriate attire, as determined by the Association.

12. **Plumbing.** Water closets and other plumbing shall not be used for any purposes other than for which they are constructed, and no sweepings, rubbish, rags or other foreign substances shall be thrown in them. The cost of any damage resulting from misuse shall be borne by the Owner who caused such damage.

13. **Solicitation.** There shall be no solicitation by any person anywhere in the Common Elements or Limited Common Elements for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

14. **Hurricane Preparations.**

- a. No Owner may install hurricane shutters or similar equipment in or upon his or her Unit and/or the Limited Common Elements appurtenant thereto.
- b. Each Owner who is not a permanent resident shall appoint an agent to be available during the hurricane season if needed and shall notify the Association of the name, address and telephone number of such person. If no agent is designated or such person is not available, the Association is authorized (but shall not be obligated) to take whatever steps are necessary in its discretion to protect the Unit and neighboring property at the cost and expense of the Owner.
- c. Each Owner or lessee who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to departure by removing all items from his terrace, patio or balcony.
- d. Neither the Association, the Board of Directors, nor Developer shall have any obligation to protect a Unit or personal property within a Unit in the event of any adverse weather conditions (including, but not limited to hurricanes, tropical storms or flooding).

15. **Pets.** Members/Owners may keep dogs and/or cats in their Units subject to rules and regulations adopted by the Association through its Board of Directors enumerated below. **Note: Pit Bulls, German Shepherds, Doberman Pinchers, Rottweilers, or any mixed-breed dog with elements of any of these breeds of dog are NOT permitted. Any other dog or cat whose behavior is aggressive or dangerous may be denied by the Board of Directors. Animals other than dogs or cats are not permitted unless specifically permitted, upon application, by the Board of Directors. Snakes or other dangerous reptiles specifically may not be kept in the Units or Limited Common Elements appurtenant thereto.**

1. Two (2) Pets, whose collective weight shall not exceed 100 pounds (100 pounds) and whose individual weight shall not exceed 75 pounds (75 lbs), as measured by typical adult weight, may be kept in Units.
2. Each Pet is kept or maintained solely as a domestic pet and not for any commercial purpose.
3. Each Pet is not a nuisance (barking or otherwise) to residents of other Units, as determined by the Association in its sole discretion. Excessive barking inside the Units or in the Limited Common Elements (which include the private rear gardens) of the Units must be curtailed by the Owner.
4. No Pet shall be left unleashed or unattended in any Limited Common Element or Common Element area at any time. No pet may be left to roam outside.
5. No Pet shall be permitted to leave its excrement on any portion of the Common Element or Limited Common Element, and the Owner of such Pet shall immediately clean up after such Pet.

6. Only Pets owned by a Unit Owner or temporary houseguests may be kept in the Unit and Limited Common Elements appurtenant thereto. **(Pets currently owned by tenants, as of the date of the resolution effecting these rule changes, are grandfathered for their lives, subject to all the other restrictions enumerated above, but no future pets of current or future tenants are permitted. To qualify for this grandfather privilege, current pets of Tenants must be registered with the Association's Property Manager citing name, breed, age, and weight. A recent photograph must accompany the registration.)**

Failure to abide by these Rules shall entitle the Association to fine the Unit Owner in accordance with ¶28 of these Rules and Regulations.

16. **Association Approvals.** Whenever the Association's or the Board's consent, approval, notice or authorization shall be required to be obtained as set forth in the Declaration, Articles of Incorporation, Bylaws or these Rules and Regulations, such notice, consent, approval or authorization shall be required to be in writing.

17. **Association Employees, Contractors.** No Owner shall give orders or instructions to Association employees. Complaints or suggestions must be addressed to the Association manager in writing. No Association employee shall perform private work for any Owner during regular work hours. The Owner requesting the work may be billed by the Association for the cost of the employee's time used in performing said work.

18. **Hazardous Substances.** No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or Limited Common Element, except such as are generally used for normal household purposes. Electric, gas, charcoal or other cooking devices or outside cooking shall be permitted only in the backyard areas (but not the front or side yards) of a Unit and only in accordance with all local fire codes.

19. **Plants.** No Unit owner shall keep or plant any plants that are higher than (or expected to grow higher than) four feet (4 ft.) without the approval of the Association.

20. **Outdoor Furniture.** Outdoor play sets, yard sculptures, clotheslines, fountains, recreational equipment, exterior televisions and yard art are permitted only with the approval of the Association. Further, no outdoor intercoms, bird feeders, wind chimes, storage areas, or similar outdoor items are permitted outside Units. In addition, no temporary or permanent structures (such as tiki huts, dog houses, tents, wishing wells, and gazebos) are permitted in the Limited Common Elements and Common Elements. Notwithstanding the foregoing, patio furniture and permissible potted/boxed plants are permitted, but only on the patio areas or pool deck of each Unit

21. **Vehicle Parking** Mariner Court was designed as a coach-home community and each unit is equipped with a two-car garage. There is very limited space for guest parking other than in the Unit driveways. The intent of this rule is to promote the visual appeal of the community by minimizing the number of vehicles parked in plain view and to maximize space for guest parking. Residents' vehicles shall be parked only in the garages or in the driveways serving the Units. Except for short-term needs and in emergency situations, Owners and Tenants are expected to first utilize both spaces within their garages for parking, leaving their driveways for their guests' parking. *(The requirement in the immediately foregoing sentence applies to all units; however those Owners who were Owners of Record prior to July 16, 2009 are grandfathered from this requirement, although the Association requests that grandfathered Owners follow this protocol. This grandfathered privilege does not extend to tenants or future Owners of such units.)* In the event a vehicle is parked in the driveway servicing a Unit, such vehicle must be completely within the boundaries of such driveway and no part of the vehicle may extend outside the driveway space and into the sidewalk or street areas. The Association maintains four parking spaces at the central gardens for the short-term use only of guests of all residents and for access to the mailboxes. Guests are to utilize the driveways of their hosts as their first option.

Vehicles Neither the Association, the Board of Directors, nor the Developer shall have the responsibility to move or protect any vehicle that is parked on the Condominium Property in the event of any adverse weather conditions (including but not limited to hurricanes, tropical storms or flooding), regardless of whether the vehicle is parked in the parking garage. No repair, except emergency repair, of vehicles shall be made within the Condominium Property, except in the garage of a Unit. No "commercial vehicle" (as such term is defined in the municipal or county code in effect on the date of recordation of the Condominium Declaration): (i) shall be permitted to be parked within the Condominium Property for a period of more than four (4) hours per day unless such commercial vehicle is temporarily present and necessary in the actual construction, maintenance, or repair of a Unit or other improvements within the Condominium Property or (ii) shall be permitted to be parked overnight or stored within the Condominium Property unless fully enclosed within a garage. Notwithstanding the foregoing, "commercial vehicle" shall

not include any sports utility vehicle used for family transportation purposes, but shall include pick-up trucks and any vehicle exhibiting any commercial sign or lettering, equipment or cargo. No mobile home, motor home, campers, bus or trailer of any kind shall be permitted within the Condominium Property. No boats, boat trailers, wave runners or ATVs shall be permitted to be parked within the Condominium Property, unless kept fully enclosed within a garage. No vehicle shall be used as a domicile or residence, either temporary or permanent.

22. **Firearms.** The discharge of firearms within the Condominium is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

23. **Swimming Pools.** Each Unit Owner may, at its sole expense, construct one (1) swimming pool in the backyard area appurtenant to its Unit upon obtaining the prior written approval of the Association. Notwithstanding the foregoing, no above-ground swimming pools shall be permitted. Further, neither the Association nor Developer is responsible for determining whether the backyard area appurtenant to any Unit is suitable for the construction of a swimming pool or for ensuring that permits for the construction of a swimming pool can or will be issued. In the event a swimming pool is constructed by a Unit Owner within its backyard area, it shall be a Limited Common Element of such Unit. Further, it shall be the sole responsibility of each Unit Owner, not the Association or Developer, to obtain all required permits and government approvals necessary to construct a swimming pool. Each Unit Owner shall properly maintain and provide liability insurance for any swimming pool constructed within a Unit's backyard area, with the Association being named as an "additional insured" on the insurance policy for the swimming pool. Each Unit Owner shall maintain their swimming pool in clean, working condition, at all times. If the Association, in its sole discretion, determines that a Unit Owner has failed to properly maintain its swimming pool at any time, the Association shall notify the Unit Owner of such finding and the Unit Owner shall take reasonable corrective measures to properly maintain the pool. If a Unit Owner fails to timely remediate the condition of the swimming pool, the Association shall have the right, but not the obligation, to enter the Unit Owner's backyard area to remediate and maintain the swimming pool, all at the Unit Owner's expense. Notwithstanding the foregoing, the Association shall have no liability whatsoever for any actions of a Unit Owner (or its tenants or guests) relating to any Unit Owner's swimming pool.

24. **Signs/Flags.** Except as may be required by legal proceedings, no signs, flags, banners or advertising posters of any kind shall be maintained or permitted within any windows, on the exterior of any Units, Limited Common Elements or Common Elements, or elsewhere on any portion of the Condominium Property, without the prior written consent of the Association. The Association may establish reasonable restrictions regarding the display of the said signs, flags, banners and posters. Notwithstanding the foregoing, nothing in these Rules shall prohibit a Unit Owner from displaying one

portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, from displaying, in a respectful way, portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy Air Force, Marine Corps, or Coast Guard. Such display shall be in accordance with the rules promulgated by the Board. The Association may also require that only standardized "For Sale" or "For Rent" signs shall be used. The approval of any signs, flags and posters, including, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Association and may be arbitrarily withheld to the extent provided in **Section 18.18** of the Declaration. Notwithstanding the foregoing, the restrictions of this provision shall not apply to Developer. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Elements and Limited Common Elements.

25. **Air Conditioning Units.** No window or wall mounted air conditioning units which are visible from outside of the Unit may be installed in any Unit.

26. **Antennas, Satellite Dishes.** No Owner or Tenant may install any antenna, satellite dish or other transmitting, receiving or telecommunications apparatus which may be visible from the outside of the Unit, or located on the Limited Common Elements, or the Common Elements of the Condominium. Owners or Tenants are expected to utilize existing cable or wire providers at the time of installation of any television, video, audio or high speed internet services.

27. **Lock Boxes.** No lock boxes shall be permitted to be placed upon any Unit doors

28. **Fines.** The Association may impose a fine against a Unit for failure to comply with any provisions of the Declaration, the Bylaws, Articles or these Rules in an amount of \$100.00 for each infraction. A fine of \$100.00 may be imposed for each day in which a violation exists or continues to exist for a maximum aggregate amount of \$1,000.00. The procedure to be followed by the Association for the imposition of such fines is described in the Bylaws.

29. **Transfer Fees.** In connection with the Association's approval of a transfer of a Residential Unit by sale, lease, sublease or other transfer, in accordance with **Section 18** of the Declaration, the Association may charge a transfer fee as determined by the Board upon submission of the required application to the Association. Currently the transfer fee is \$100.00 per applicant. For purposes of this transfer fee, a husband and wife, or a parent and dependent child are considered as one applicant. Such fee shall not be charged for the approval of a renewal of a lease or sublease.

30. **Lease Security Deposits.** Prospective lessees and sublessees of Units which have been approved by the Association in accordance with **Section 19** of the Declaration, may be required to place a refundable security deposit, in an amount equivalent to one month's rent, into an escrow account

maintained by the Association to protect against damages made to Common Elements and Association Property by the lessee or the sublessee. The payment of interest and claims against the deposit shall be in accordance with the Declaration.

31. **Exterior Improvements.** Except with the prior written consent of the Board of Directors, no Owner shall perform or permit any of the following: (i) paint or otherwise change or alter the appearance of any exterior wall, door, window, balcony, driveway, stairwell, porch, covered entry or any exterior surface of the Buildings; (ii) place any sunscreen, screen enclosures, blind, shutter or awning on any covered entry, porch or exterior opening of the Units or Buildings; (iii) place any draperies or curtains at the windows of any Unit facing the exterior of the Unit without a solid, light color liner acceptable in color to the Board of Directors; (iv) erect any exterior lights or signs (except seasonal holiday lights between November 16 and January 6, which may be subject to the rules of the Association) or (v) tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the Buildings in the opinion of the Board of Directors. Developer shall be exempt for the restrictions set forth in this Section 18.15 but only so long as Developer is a Unit Owner

32. **Deliveries.** Trucks servicing or making deliveries to a Unit or for construction to a Unit shall park in such areas as are designated by the Association and shall only remain parked in such areas for the time permitted by the Association. Deliveries to Units and construction within Units shall only be during regular business hours.

33. **Amendment.** The foregoing Rules and Regulations are subject to amendment by the Association without the consent of any Owner.

34. **Effect on Developer.** The provisions of the foregoing Rules and Regulations shall not apply to Developer or to Units owned by Developer.

Additional use and other restrictions with respect to the Unit and other Condominium Property are set forth in the Declaration, including without limitation in Sections 18 and 19 thereof. Please refer to the Declaration for such additional restrictions.

The foregoing Rules and Regulations are subject to amendment as provided in the Declaration, the Articles of Incorporation, and the Bylaws of the Association.

The foregoing Rules and Regulations are designed to make living and working conditions for all Owners pleasant and comfortable. The restrictions imposed are for the mutual benefit of all. Every Owner and his/her family members, guests, invitees, servants, lessees, licensees and employees for whom he/she is responsible and over whom he/she exercises control and supervision shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the

Association, as amended from time to time. Violations of these rules are to be reported to the Association, who will contact the violating Owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgment by the hearing committee.

**MARINER COURT CONDOMINIUM ASSOCIATION,
INC.,** a Florida not-for-profit corporation
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