

RULES AND REGULATIONS  
FOR

MARINA GRANDE ON THE HALIFAX I CONDOMINIUM ASSOCIATION, INC.

The sidewalks, entrances, passages, vestibules, patios, courts, lobbies, halls and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; carts, bicycles, carriages, chairs, tables or any other similar objects shall not be stored on the Common Elements.

- 1) The personal property of Owners must be stored in their respective Units
- 2) No garbage cans, supplies, milk bottles or other articles shall be placed on the balconies, landings or other Common Elements. No linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, fences, balconies, terraces or other portions of the Condominium Property.
- 3) No Owners shall permit anything to fall from a window or door of the Condominium Property, nor sweep or throw from the Condominium Property any dirt or other substance into any of the balconies or elsewhere in the Building or upon the Common Elements.
- 4) All refuse must be deposited with all other refuse in areas designated for such purpose by the Board.
- 5) Parking areas are solely for non-commercial automobiles with a current passenger vehicle registration. Unauthorized parking includes vehicles parked so as to impede ingress to or egress from other parking spaces, drives, driveways, or roads. Unauthorized parking shall be grounds for removal of the vehicle by the Association at the expense of the vehicle owner and/or operator. No vehicle of any kind shall be parked at any time on the Condominium Property except in designated parking places. The Association is not responsible for any injury to or loss from cars parked on the Condominium Property.
- 6) The Board of Directors shall be solely responsible for directing and supervising employees of the Association and any management companies.
- 7) No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than 24 hours, and no major repair of vehicles shall be made on the Condominium Property.
- 8) No Owner or any of Owner's family employees, agents, tenants, visitors or licensees, shall make or permit any disturbing noises in the Building, nor permit any conduct by such Persons that will interfere with the rights, comforts or conveniences of other Owners. 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 in his or her Unit in such a manner as to disturb or annoy other residents. No Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
- 9) No electronic installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.
- 10) No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Property, except signs used or approved by Developer as long as Developer owns any Unit and thereafter by the Board. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements without the prior written consent of the Board.
- 11) The Association may retain a pass key to all Units. No Owner shall alter any lock nor install a new lock without the prior written consent of the Board of Directors or Developer. Where such consent is given, the Owner shall provide the Association with an additional key. The Association and its agents shall have access to all Units for the purposes described in the Declaration. Except in cases of emergency, the Association will attempt to notify each Owner in advance of any entry to a Unit.

- 12) Barbecuing shall be permitted only in designated areas.
- 13) No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements, except for use in barbecuing.
- 14) An Owner who plans to be absent during the hurricane season must prepare his or her Unit prior to his or her departure by designation in writing to the Association a responsible firm or individual to care for such Owner's Unit should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.
- 15) Food and beverages may not be consumed on the Condominium Property outside of a Unit except in areas, if any, designated in writing by the Board.
- 16) An Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building except for flags to the extent permitted by the Declaration. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval of the Board, in which case they shall be removed and replaced with acceptable items.
- 17) All pets must be walked on a leash.
- 18) No structure of a temporary character, nor trailer, tent, mobile home or recreational vehicle, shall be permitted on the Condominium Property at any time or used on the Condominium Property at any time as a residence either temporarily or permanently. No gas tank, gas container or gas cylinder shall be permitted, except small containers for use in gas barbecues.
- 19) No awning, canopy, or shutter, including a hurricane or storm shutter, shall be attached or affixed to the exterior of the Unit unless such awning, canopy or shutter has been approved by the Association. The Associations will establish the type and color of permitted shutters which will be the same for each Unit. Hurricane shutters approved by the Association may only be installed and remain in place during a hurricane or hurricane watch or warning. Such shutters must be removed by the Owner within 48 hours thereafter; if not so removed, they may be removed by the Board at the expense of such Owner.
- 20) No commercial vehicles, campers, mobile homes, motor-homes, house trailers or trailers of every other description, recreational vehicles, boats or boat trailers shall be permitted to be parked or to be stored at any place on the Condominium Property. This prohibition of parking shall not apply to temporary parking of commercial vehicles, such as for pick-up, delivery and other temporary commercial services, or to any of Developer's vehicles.
- 21) Governmental requirements from time to time for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 22) No window air-conditioning units may be installed by Owners. No Unit shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass except as approved by the Board for energy conservation purposes. Curtains, blinds and drapes (including their linings) which face on exterior windows or glass doors of Units shall be subject to the Board's disapproval, and, if disapproved, shall be removed and replaced with acceptable items.
- 23) Except as specifically permitted by law, no exterior antennae, aerial, satellite dish or other installation shall be permitted on the Condominium Property or Improvements provided that Developer shall have the right to install and maintain community antennae, satellite dishes and radio and television lines and other temporary communications systems.
- 24) All persons using any pool shall do so at their own risk. All children under 12 years of age must be accompanied by a responsible adult. Bathers are required to wear footwear and cover over their bathing suits in the Building.

Glasses and other breakable objects may not be utilized in the pool or on the pool deck. Pets are not permitted in the pool or pool area under any circumstances. Children in diapers are not allowed in the pool.

- 25) Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Playing shall not be permitted in any of the lobbies, hallways, stairways, elevators and lobby areas, and loud noises will not be tolerated.
- 26) Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on balcony ledges. No objects shall be hung from balconies or window sills. No cloth, clothing, rugs or mops shall be hung upon or shaken from windows, doors, balconies or terraces. Owners shall remove all loose objects and movable objects, including furniture, from the balconies if they will not be in residence during the hurricane season. No furniture which extends higher than the rail or railing on such balcony, or which may be visible from outside the Condominium, including, without limitation, umbrellas or tables, shall be kept or placed on any balcony. Reference to balconies shall include patios, terraces and roof areas.
- 27) Water closets and other plumbing shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags or foreign substances shall be thrown in them. The cost of any damage resulting from misuse shall be born by the Owner responsible for the damage.
- 28) All truck deliveries shall be made through the entrances provided by the manager of the building.
- 29) No noxious or unusual odors shall be generated in such quantities that they permeate to other Units or the Common Elements and become annoyances or become obnoxious to other Owners. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this regulation.
- 30) Goods and packages of every kind must be delivered to the receiving room in the Building. The Association shall not be responsible for the loss of or damage to, any such property, even though such loss or damage may occur through the carelessness or negligence of the employees of the Building. Any receiving room will be closed on Sundays and holidays and after 4:30 p.m. daily.
- 31) Owners, their families and guests, shall not appear in, nor use, the lobby, lounge or card rooms except in appropriate attire.
- 32) All refuse, waste, bottles, cans and garbage shall be securely contained in plastic bags and sent down the chute in a container not exceeding the width of the chute. Trash chutes may be used only between 8:00 a.m. and 10:00 p.m. Newspapers, magazines and heavy items intended for disposal shall be placed in the trash room and not thrown down the trash chute.
- 33) Members are not permitted on the roof for any purpose, except as permitted specifically by the Declaration.
- 34) There shall be no solicitation by any person anywhere in the Building for any cause, charity or any purpose whatever, unless specifically authorized by the Board of Directors.
- 35) Service people are required to check in and check out with the security guard.
- 36) No Member shall allow the corridor entrance door any exterior opening (doors or windows) of to his or her Unit to remain open for any purpose other than for immediate ingress, and egress and cleaning.
- 37) Food and beverages may not be consumed in the lobby or card rooms, or other Common Elements, unless specifically authorized in writing by at least one of the officers of the Association.
- 38) Members are asked not to use fire doors for ingress and egress and shall they obstruct or block them open for any reason.

- 39) Owners and lessees of Units shall notify the Board in writing at least 10 days prior to the arrival and departure of guests who have permission to occupy a Unit in the absence of the Owner and/or the lessee of a Unit. All guests must notify the Association, upon arrival. No person under 21 years of age shall occupy a Unit unless their parent or the Unit Owner is also in residence.
- 40) The Common Elements are for the exclusive use of the Owners and lessees of the Units and their immediate families, resident house guests and guests accompanied by an Owner or lessee, in accordance with the terms and conditions of the Declaration. No other person shall be permitted to use the Common Elements of the Condominium unless accompanied by an Owner or a member of his immediate family or lessee of a Unit, without the prior written consent of the Association.
- 41) There shall be no marking, marring, damaging, destroying or defacing of any part of the Condominium Property. Members shall be held responsible for, and shall bear any expense of, such damage caused by such member, or such member's family, guests, lessees and/or invitees.
- 42) Owners shall be responsible for, and shall bear any expense of, any damage to the Common Elements caused by moving to or removing from their Unit household furnishings or other objects, or caused by any other deliveries to or from Units by their invitees.
- 43) Every Owner and occupant shall comply with these Rules and Regulations, and 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, 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. In addition to all other remedies, in the sole discretion of the Board of Directors, a fine or fines may be imposed upon an Owner for failure of an Owner, such Owner's family, guests, invitees or employees, to comply with any of these rules and regulation, the Declaration, or By-Laws, provided the following procedures are adhered to:
- a. Notice: 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 14 days and said notice shall include:
    - b. a statement of the date, time and place of the hearing;
    - c. a statement of the provisions of the Declaration, By-Laws, or rules which have allegedly been violated; and
    - d. a short and plain statement of the matters asserted by the Association.
  - e. Hearing: The non-compliance shall be presented to a committee of other Owners, who shall hear reasons why penalties should not be imposed. 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 committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than 21 days after the meeting.
- 44) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
- 45) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
- 46) Payment of Penalties: Fines shall be paid not later than 30 days after notice of the imposition or levy of the penalties.
- 47) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

- 48) Non-Exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise by entitled to recover by law from such Owner.
- 49) The Rules and Regulations shall not apply to Developer, nor its agents or employees and contractors, or to the Institutional Mortgagee, or to the Units owned by either Developer or such Mortgagee. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated.
- 50) 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 and good cause shown in the sole opinion of the Board.