

## **THE CLUB AT MEXICO BEACH, A CONDOMINIUM**

### **EXHIBIT E TO THE DECLARATION OF CONDOMINIUM**

#### **RULES AND REGULATIONS**

1. Automobiles may be parked only in the areas provided or assigned for that purpose.
2. Use of recreational facilities and Common Property will be in such manner as to respect the rights of other Unit Owners. Use of particular recreational facilities will be controlled by regulations to be issued from time to time, but in general, such use will be prohibited between the hours of 11:00 p.m. and 7:00 a.m.
3. No radio or television antenna or any wiring for any purpose shall be installed on the exterior of a building without the written consent of the Association.
4. Any owner may identify the Unit with a name plate of a type and size approved by the Association and mounted in a place and manner approved by the Association. No other signs may be displayed except signs of the Developer pending construction and sale of the Units.
5. The balconies, terraces and exterior stairways shall be used only for the purpose intended and shall not be used for hanging garments or other objects, or for cleaning of rugs and other household items, or for the cooking of food by any method.
6. Unit Owners are reminded that alteration and repair of unit buildings is the responsibility of the Association except for the interior of Units. No work of any kind is to be done upon exterior building walls or upon interior boundary walls without first obtaining the approval required by the Supplement.
7. Common household pets are permitted to be kept by Unit Owners (and shall not be kept by guests or tenants) but shall not be kept in such number as to be an annoyance to other Unit Owners. All pets must be held, or kept leashed and under the control of a responsible party at all times that they are in the Common Property. All owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of their pets. Should a Unit Owner fail to clean up after his pet, the Association shall perform that service and bill the Unit Owner accordingly. The Association reserves the right to designate specific areas within the Common Property, if any, where pets may be walked on leashed by their owners. The Association further reserves the right to adopt and enforce additional pet regulations necessary to ensure that pets are not and do not become a nuisance, and demand that a member permanently remove any and all pets which create disturbances and annoyances from the Condominium Property.
8. No owner may make or permit any disturbing noises in the building whether made by himself, his family, friends or servants, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other tenants. No owner may play or suffer to be played any musical instrument, phonograph, stereo, radio or television set in his Unit between the hours of 10:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy other occupants of the Condominium.

Notwithstanding the above, the Developer shall retain the right to use a Unit as a sales office and to erect signs, have sales persons and access to the property as may be required for sales purposes. These rights are set forth in Article XXI of the Declaration.

9. Each Unit is restricted to residential use by only the owner thereof, his immediate family, guests, invitees or lessees. Such Unit may be rented on a daily or longer basis.

## RULES OF PARKING

10. Passenger cars and pick-up trucks only may utilize the parking facilities. No large trucks, boats and/or trailers, motor homes, or any other vehicles other than those cited in Paragraph 10 may use parking facilities without prior written approval of the Board of Directors or its designee. All such vehicles which were initially designed and manufactured to be self-propelled with an individual engine must be in operating condition in order to be parked in any designated parking space and no designated parking space shall be used as a site to store, repair, and/or overhaul any such vehicle. This restriction, with respect to parking, does not apply to the Developer in the performance of activities authorized by the Declaration and does not apply to commercial vehicles, machines, and equipment required to perform construction, maintenance, refurbishing, or repair services to a unit or a building for the period of time necessary for such construction, maintenance, refurbishing, or repair.

## FINES

11. In the event the Association shall at any time decide to impose a fine against the owner of a Unit, or its occupant, licensee or invitee, from failure to abide by any provision of the Declaration, these By-Laws, or rules of the Association, the following shall be applicable:

- (a) No fine will become a lien against a Unit.
- (b) No fine may exceed \$100 per violation, however, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.
- (c) 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:
  - (i) A statement of the date, time and place of the hearing;
  - (ii) A statement of the provisions of the Declaration, Association By-Laws, or Association rules which have allegedly been violated; and
  - (iii) A short and plain statement of the matters asserted by the Association.
- (d) 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.
- (e) 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.
- (f) The provisions of this section do not apply to unoccupied Units.

12. The Association reserves the right to change, amend, delete and/or waive any of the rules set forth herein.