

MANDOLIN BAY VILLAS, A CONDOMINIUM

RULES AND REGULATIONS

These Rules and Regulations hereinafter enumerated apply to the condominium property, the common elements, the condominium units and the condominium in general, shall be deemed in effect until amended by the Board of Directors of the Condominium Association, and shall apply to and be binding upon all condominium parcel owners (the "Members") and any tenants. The Members 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, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Condominium Association and other condominium parcel owners, pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Condominium Association, the Bylaws of the Condominium Association and Florida law. Violations may be remedied by the Condominium Association by fine, injunction, or other legal means and the Association shall be entitled to recover in said actions, any and all court fees and costs incurred by it, together with reasonable attorney's fees, against any person violating the Rules and Regulations or the Declaration of Condominium and any of the Exhibits attached thereto. The Board of Directors may from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the condominium parcel owners. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. VIOLATIONS OF RULES AND REGULATIONS.

1.1 Violations should be reported to the Managing Agent of the Association in writing, not to the Board of Directors or the Officers of the Association.

1.2 Violations will be called to the attention of the violating owner by the Managing Agent.

1.3 Disagreements concerning violations will be presented to and judged by the Board of Directors who will take appropriate action.

1.4 These rules shall apply to all Members, their families, guests, tenants and invitees. Members shall be responsible for all violations by persons on the condominium property by permission or invitation of the Member and all damages resulting from such violation.

2. FACILITIES.

2.1 The facilities of the condominium are for the exclusive use of the Members, their guests and invitees accompanied by a Member. Any damage to the buildings, recreation facilities or other common areas or equipment caused by any resident or guests shall be repaired at the expense of the Member responsible for such resident or guest.

3. NOISE.

3.1 Unless expressly permitted in writing by the Developer or the Association, the installation of hard surface floors in any condominium parcel is prohibited. Should noise transmission create a disturbance or a nuisance, the responsibility remains that of the Member to abate the noise transmission and is not that of the Developer or the Association.

3.2 Radio, hi-fi, and television sets should be turned down to a minimum volume between the hours of 10:00 p.m. and 8:00 a.m. All other unnecessary noises between these hours should be avoided.

4. PETS.

4.1 No bird, pet, reptile, or animal of any kind shall be kept or harbored in the condominium unless the same in each instance be expressly permitted in writing by the Association, which permission may be conditioned on such terms as the Association, in its sole discretion, deems to be in the best interest of the condominium as a whole. Such permission in one instance shall not be deemed to constitute a blanket permission or permission in any other instance; and such permission may be revoked at any time in the sole discretion of the Association. The pet owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any bird, pet, reptile or other animal upon the condominium property.

4.2 No animal shall be allowed to commit a nuisance in any common elements.

4.3 An authorization in writing to keep pets will expire when the pet dies or is disposed of.

4.4 Pets shall include all types of animals, such as dogs, cats, parrots, frogs, reptiles, turtles, etc.

4.5 All pets must be restrained and kept on a leash when on the common elements.

4.6 Tenants are not permitted to have pets.

5. OBSTRUCTIONS.

5.1 Sidewalks, entrances, and stairways must be kept open and shall not be obstructed in any manner.

5.2 No sign, notice, or advertisement shall be inscribed or exposed on or at any window or other part of the condominium, except such as shall have been approved in writing by the Association; nor shall anything be projected out of any window in the condominium without similar approval.

5.3 No radio or television aerial or antenna shall be attached to or hung from the exterior of the condominium or the roof thereon without the express approval of the Association.

6. CHILDREN.

6.1 Reasonable supervision must be exercised when children are playing on the grounds.

7. DESTRUCTION OF PROPERTY.

7.1 Members shall not mark, mar, damage, destroy, deface, or engrave any part of the common elements.

8. EXTERIOR APPEARANCE.

8.1 The exterior of the condominium and all other areas appurtenant to the condominium shall not be painted, decorated, or modified in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.

8.2 No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans, or air conditioning devices shall be used in or about the condominium except as shall have been approved by the Association. Except for hurricane or storm shutters, which shall be approved if submitted in accordance with hurricane shutter specifications adopted by the Board in accordance with Section 718.113(5), Florida Statutes, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

9. CLEANLINESS.

9.1 All garbage and refuse from the condominium shall be deposited with care in garbage containers intended for such purposes only at such times and in such

manner as the Association will direct. All disposals shall be used in accordance with the regulations of the Association.

10. BALCONIES.

10.1 Plants, pots, or receptacles and other movable objects shall not be kept, placed, or maintained on ledges, balcony railings, or outside window sills. No objects shall be hung outside window sills. No objects shall be hung outside of balconies or windows, other than flags pursuant to 718.113(4).. The lanais and balconies shall not be utilized for storage.

10.2 No cloth, clothing, rugs, or mops shall be hung up or shaken from windows, doors or balconies.

10.3 All loose or movable objects shall be removed from balconies during the hurricane season.

10.4 No object shall be thrown from any balcony.

10.5 Only Unit Owners may use outdoor grills on the lanais or balconies.

10.6 Garages, including the freestanding garages, shall not be utilized for storage. In the event any unit is rented, the garage appurtenant to that unit may be available to the tenant for parking.

10.7 It is incumbent on the Unit Owners to ensure that all security codes for gates be kept confidential by any tenants or guests.

10.8 The Board may from time to time assign general parking to the units. This allocation shall not be deemed to be a limited common element. In addition to the garage, a 3 bedroom unit may be allocated 2 parking spaces and a 2 bedroom unit may be allocated 1 parking space.

11. OUTDOOR COOKING.

11.1 Outdoor cooking is permitted only in designated outside areas away from condominium buildings. Barbecue grills may not be used on balconies, porches, or in common areas within a building.

12. STAIRWAYS.

12.1 Garbage cans, laundry, dry cleaning, supplies, or other articles shall not be placed in the staircase landings.

13. DOOR LOCKS.

13.1 Members must abide by the sections of the Declaration of Condominium pertaining to easements for maintenance, repair and replacement, which allows the Association access through the units and common elements for maintenance, repair and replacement. Such access is to be only during reasonable hours except that access may be had at any time in case of an emergency.

14. PLUMBING.

14.1 Water Closets and other plumbing shall not be used for any purpose other than those for which they are constructed, and no sweeping, rubbish, rags or other foreign substances shall be thrown therein.

15. ROOF.

15.1 Members are not permitted on the roof for any purpose.

16. SOLICITATION.

16.1 There shall be no solicitation by any person anywhere in the condominium for any cause, charity or other purpose whatsoever, unless specifically authorized by the Association.

17. PARKING

17.1 No vehicle shall be parked in such a manner as to impede or prevent access to any other parking space.

17.2 All persons shall obey parking regulations posted at the private streets, parking areas, and drives, and any other traffic regulations promulgated in the future for safety, comfort and convenience.

17.3 No vehicle which cannot operate on its own power shall remain within the condominium property for more than twenty-four (24) hours, and no repair of vehicles shall be made within the condominium property.

17.4 Except for guest parking spaces, each parking space is assigned as an appurtenance to a particular condominium parcel. As such, each space may be used only by the owner, except when the owner has given written permission (copy to Association) for use by another Member or resident.

18. HURRICANE PREPARATIONS.

18.1 Any Member absent from the condominium during hurricane season shall designate a person to care for such Member's unit in the event of hurricane and notify the Association of the person's name and address.

19. TENANTS.

19.1 Members shall notify the Association in advance of the name and term of occupancy of any tenant authorized to occupy the Member's unit. Member shall furnish to tenant copies of the Declaration and the Association's Rules and Regulations; Member shall be responsible for tenant's compliance with the same.

20. SALES.

20.1 Members shall notify the Association of the name and mailing address of any new Member.

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