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CONDOMINIUM RULES AND REGULATIONS
FOR
SUNSET HARBOR RESORT, A CONDOMINIUM

Each Owner shall be governed by and shall comply with the terms of the Condominium Documents and these Condominium Rules and Regulations adopted pursuant to those documents. All terms used in these Condominium Rules and Regulations shall have the same meaning as the identical terms used in the Declaration of Condominium for Sunset Harbor Resort, a condominium. Failure of an Owner to comply with the provisions of the Condominium Documents and these Condominium Rules and Regulations shall entitle the Association or other Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including but not limited to an action for damages, an action for injunctive relief or an action for declaratory judgment.

1. Personal Use. Each of the Units committed to the Time-Share Plan shall be occupied only as vacation accommodations. Use of the Units and the recreational facilities of the Condominium is limited solely to the personal use of Owners, their guests, invitees and lessees and for recreational uses by corporations and other entities owning Unit Weeks. Use of Units or the recreational facilities for commercial purposes or any purposes other than the personal use described herein is expressly prohibited. "Commercial purpose" shall include, but not be limited to, a pattern of rental activity by an Owner that the Association, in its reasonable discretion, could conclude constitutes a commercial enterprise or practice. No Unit may be divided or subdivided into a smaller Unit.

2. Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the personal use of the Owners.

3. Nuisances. No nuisance shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that is the source of annoyance to Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Owners. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No Owner shall permit any use of a Unit or make or permit any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

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4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property or a Unit shall be the same as the responsibility for the maintenance and repair of the property concerned.

5. Leasing of Units. All of the terms and provisions of the Condominium Documents and these Condominium Rules and Regulations pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against an Owner. Any lease or rental agreement, whether oral or written and whether specifically expressed in such agreement or not, shall be deemed to contain a covenant upon the part of each such tenant designating the Association as the Owner's agent for the purpose of and with the authority to terminate any such lease or rental agreement in the event of violations by the tenant of the terms and provisions of the Condominium Documents or Condominium Rules and Regulations. In addition, any lease or rental agreement shall be deemed to contain a provision requiring that any sums due to the Association as assessments must be deducted from the gross rentals and paid directly to the Association.

The right of an Owner to lease or rent his Unit or his Unit Week shall not be subject to the approval of the Association; however, any leasing or rental arrangement must be in writing and must be in conformance with the form lease or rental agreement approved by the board of directors of the Association. Such leasing or rental agreements must set forth an acknowledgment and consent on the part of the lessee-sublessee-tenant to use, occupy and possess such Unit in conformance and compliance with the provisions of this Declaration, as well as the Articles of Incorporation, Bylaws, and these Condominium Rules and Regulations. In the event an Owner fails to secure a written leasing rental agreement, the Association shall have the right to request the lessee-sublessee-tenant to execute an acknowledgment to use and occupy the rental or leased Unit in conformance with the Condominium Documents, these Condominium Rules and Regulations, and the approved lease or rental form.

6. Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Elements, Limited Common Elements, or Units, except that the

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right is specifically reserved to the Developer to place and maintain "For Sale" or "For Rent" signs on the Condominium Property for as long as it may have Units or Unit Weeks to sell, and except as permitted by the board of directors from time to time.

7. Prohibited Vehicles. No trucks, motorcycles, trailers or commercial vehicles (excluding those vehicles owned by the Developer or the Management Company) shall be parked in any parking space, except such temporary parking spaces provided for the purpose as may be necessary to effectuate deliveries to the Condominium, the Association or the Owners. Bicycles and motorcycles shall not be stored on the Condominium Property except in such areas designated for this purpose.

8. No Pets. All pets are prohibited. No pets of any type are allowed on Condominium Property.

9. Exterior Appearance. No Owner shall decorate or alter any part of a Unit committed to the Time-Share Plan so as to affect the appearance of the Unit from the exterior. Such decoration or alteration shall include, but not be limited to, painting or illumination of the exterior of a Unit, display of plants or other objects upon balconies or railings or exterior window sills or ledges, reflective film or other window treatments, draperies, window shades, screen doors and lights. The Association shall have the sole discretion, which may be based on aesthetic principles only, to determine compliance with this provision.

10. Antennas. No antennas of any type designed to serve a Unit shall be allowed on the Common Elements or Limited Common Elements, except as may be provided by the Association to serve as a master antenna for the benefit and use of the Condominium. No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception.

11. Decoration of Units. No Owner shall alter the furnishings, appliances, personal property or decor of any Unit committed to the Time-Share Plan without the prior written consent of the board of directors of the Association. The Association shall determine the interior color scheme, decor and furnishings of each Unit committed to the Time-Share Plan as well as the proper time for redecorating and renovating such Unit and its contents.

12. Noise. Should noise transmission create a disturbance or a nuisance, the responsibility is with the Owner to abate the noise transmission and not the Association. In order to

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insure the comfort of all Owners and authorized users, radio, hi-fi and television sets, and any and all other such audio equipment generating noise must be turned down to a minimum volume so as not to disturb other persons between the hours of 10:00 p.m. and 8:00 a.m. All other unnecessary noises between these hours should be avoided.

13. Obstructions. Sidewalks, entrances, driveways, passages, patios, courts, vestibules, stairways, corridors, halls and/or all other areas intended for common use must be kept open and shall not be obstructed in any manner. Rugs or mats, except those either permitted or placed by the Association, must not be placed outside of doors in corridors. No sign, notice or advertisement shall be inscribed or exposed on or at any window of a Unit or any part of the Condominium Property, except such as shall have been approved in writing by the Association; nor shall anything be projected out of any window in the Condominium Property without similar approval. All personal property of Owners shall be stored within the Unit.

14. Children. Children are to play only in areas either designated or clearly intended for play, and they are not to play in public halls, on stairways, or other common areas which would cause an obstruction. Reasonable supervision by parents or guardians must be exercised at all times when children are on the Condominium Property.

15. Balconies. Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges or balconies. No objects shall be hung from balconies or window sills. No cloth, clothing, rugs or mops shall be hung up or shaken from windows, doors or balconies. No cooking shall be permitted on any balcony of a Unit. Owners shall not allow anything to be thrown or to fall from windows, doors, balconies or the interior of the building from hall doors.

16. Hallways. Bicycles, garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the halls or on staircase landings. No Owner shall allow doors to the corridor to remain open for any purpose other than for immediate ingress and egress.

17. Entry for Emergencies. In case of emergency originating in or threatening any Unit, regardless of whether or not the Owner is present at the time of such emergency, the board of directors of the Association, the Management Company or any

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other person authorized by them, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the Association or its designee shall be allowed to retain a key for each Unit.

18. **Plumbing.** Plumbing shall not be used for any other purpose than those for which it was constructed, and no sweepings, rubbish, rags or other foreign substances shall be deposited into plumbing. The cost of any damage resulting from misuse shall be borne by the Owner.

19. **Roof.** Owners are not permitted on the roof of any building within the Condominium Property for any purpose without the express approval of the board of directors or Management Company.

20. **Solicitation.** There shall be no solicitation by any person anywhere on the Condominium Property for any cause, charity or purpose whatsoever, unless specifically authorized in writing by the board of directors or the Management Company, except for solicitation by the Developer in marketing the sale of Units or Unit Weeks.

21. **Parking.** No vehicle belonging to any Owner or to a member of the family of an Owner or guest, tenant or employee of an Owner shall be parked in any unauthorized area or in such manner as to impede or prevent access to another Owner's or authorized user's parking space or any fire lanes. The Owners, their employees, servants, agents, visitors, licensees and the Owner's family will obey all posted parking regulations. Vehicles parked in any unauthorized areas or impeding another Owner's or authorized user's parking space or any fire lanes are subject to being towed away at the Owner's or authorized user's sole expense. No repair of vehicles shall be made within the Condominium Property. No Owner shall store or leave boats, trailers, mobile homes, recreational vehicles and the like on the Condominium Property, except in areas, if any, designated for same. No trucks or buses may be parked anywhere on Condominium Property, except for those of the Developer or the Management Company, if any. Parking spaces are not assigned as appurtenances to particular Units. As such, each space may be used by any Owner, family member, lessee or guest. Owners may not park vehicles in spaces designated for handicapped persons, unless they fall within this category of individuals, and the Association or Management Company shall have the right to notify local

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authorities of any such violations. Vehicles should be parked within the painted lines.

22. Use of Swimming Pool, Whirlpool, and/or Other Fitness Facilities. Owners and authorized users of the swimming pool, whirlpool and/or other fitness facilities do so at their own risk. All users are requested to obey the posted rules. Children under ten (10) years of age using the swimming pool, whirlpool, and/or other available recreational facilities must be accompanied and supervised by a responsible adult.

Swimming in the pool and/or whirlpool is permitted only during the posted hours of operation. Since the pools are not guarded, persons using these facilities do so at their own risk. Persons using all recreational facilities must be appropriately attired.

The following are the basic rules for persons using the swimming pool and/or whirlpool:

- a. Shower thoroughly each and every time before entering.
- b. Pneumatic floats or other items of similar nature, except for board of director-approved floatation devices, are not permitted in the pool or whirlpool.
- c. Pets are forbidden in the general pool area.
- d. Running and/or ball playing or throwing objects is not permitted in the general pool area.
- e. Beverages may be consumed within the pool areas, but absolutely NO GLASS, GLASS bottles or other GLASS containers shall be allowed within the pool area. Anyone who hosts or participates in serving or consuming beverages will be held strictly responsible for cleaning up after such refreshments have been consumed and will further be held strictly liable for any injury resulting from broken glass.
- f. If suntan oils, creams or lotions are used, a towel or other form of protection must be placed on pool furniture to protect the attire of others who use the furniture.
- g. No children in diapers will be allowed in the pool and/or whirlpool.

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Owners and authorized users shall observe all posted rules and regulations governing the use of all other available recreational facilities.

23. Storage of Dangerous Items. No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any Unit, Common Element or Limited Common Element except as are required for normal household use.

24. Employees/Agents Control and Entry of Units for Maintenance. Employees and/or agents of the Association or Management Company, and employees and/or agents of the Developer's on-going sales program, shall not be sent off the Condominium Property by any Owner or authorized user at any time for any purpose. No Owner or authorized user shall direct, supervise or in any manner attempt to assert any control over the employees of the Management Company or the Association. Violations of these Rules and Regulations, or other matters of concern, should be brought to the attention of the Management Company for proper resolution. Employees or agents of the Management Company shall be permitted to enter Units for maintenance and repairs during reasonable hours.

25. Complaints. Complaints regarding the service of the Condominium shall be made in writing to the Management Company, as long as the Management Contract remains in effect, and thereafter, to the board of directors.

26. Payment of Maintenance Fees, Special Charges and Fines. Payment of maintenance fees, special charges, and fines shall be made at the office of the Management Company, as designated in the Management Contract. Payments made in the form of checks shall be made to the order of such party as the Management Company shall designate.

27. Weapons. No explosives, firearms, knives or weapons of any kind shall be permitted in any Unit or any where on the Condominium Property.

28. Non-Payment of Assessment. Any Owners who are delinquent in payment of their assessments may be denied access and occupancy of a Unit in accordance with Section 721.13(6), Florida Statutes, until all delinquent assessments are paid in full.

29. Right of Occupancy - Holdover Owners. In the event any Owner fails to vacate a Unit committed to the Time-Share Plan at the expiration of any reserved Unit Week each year, as may be

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required by the rules and regulations governing occupancy of the such Unit, he shall be deemed a "holdover owner." It shall be the responsibility of the Association to take such steps as may be necessary to remove such holdover owner from the Unit, and to assist the holder of any subsequent reserved Unit Week who may be affected by the holdover owner's failure to vacate, in finding alternate accommodations during such holdover period.

(a) In addition to such other remedies as may be advisable to it, the Association shall have the right, but not the obligation, to secure, at its expense, alternate accommodations for any holder of a subsequent reserved use period who may not occupy the Unit due to the failure to vacate of any holdover owner. Such accommodations shall be as near in value as possible to the Unit reserved. The holdover owner shall be charged for the cost of such alternate accommodations, any other costs incurred due to his failure to vacate, and an administrative fee of Fifty Dollars (\$50.00) per day during this period of holding over. In the event it is necessary that the Association contract for a period greater than the actual period of holding over in order to secure alternate accommodations as set forth above, the entire period shall be the responsibility of the holdover owner, although the Fifty Dollars (\$50.00) per day administrative fee shall cease upon actual vacating by the holdover owner.

(b) The Association shall submit a bill to the holdover owner in accordance with this Article. Before the Association may levy a fine against a party for violation of Condominium Document provisions, the Association must afford the party reasonable notice of the levy and a right to a hearing as may be required under Florida law.

(c) The foregoing provisions shall not abridge the Association's right to take such other action against a holdover owner as is permitted by law including, but not limited to, eviction proceedings. Further, the foregoing provisions shall not limit the Association's right to take any action permitted by Florida law against trespassers who are not Owners.

30. No Private Watercraft. No boats, jet-skis, waverunners or watercraft of any kind shall be used, stored or brought onto the Condominium Property by any Owner, guest, or renter without the prior written consent of the board of directors of the Association.

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31. **Security.** Owners shall at all times lock and secure their unattended motor vehicles parked or located upon the Condominium Property, and they shall not leave any valuables in plain sight within or upon such vehicles. During their occupancy, Owners shall at all times lock and secure all doors, windows, balconies or other points of possible entry with respect to their accommodations (except when any such point of entry is in use by Owners or their guests or tenants).