



# RULES AND REGULATIONS MARINA COVE CONDOMINIUMS



The Units and Common Elements of Marina Cove Condominium shall be occupied and used as follows:

1. **Purpose and Occupancy:** No part of the property shall be used for other than housing and related common purposes for which the property was desired. Each unit shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose.
2. **Obstruction of Common Elements:** There shall be no obstruction of the Common elements, nor shall anything be stored in or on the Common Elements without the prior consent of the Board, except as hereinafter expressly provided. Each owner shall be obligated to maintain and keep in good order and repair his own unit.
3. **Hazardous Uses and Waste:** Nothing shall be done or kept in any unit or in the Common Elements which will increase the rate of insurance on the property, or contents thereof, without the prior written consent of the Board. No owner shall permit anything to be done or kept in his unit or in the Common Elements which will result in the cancellation of insurance on the property, or contents thereof, or which would be in violation of any law. No waste shall be committed in or upon the Common Elements.
4. **Exterior Exposure of Building:** Owners shall not cause nor permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building, and no sign, awning, canopy, shutters, radio or television antenna, or wiring of any type, shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.
5. **Animals:** Each unit owner may maintain upon the premises not more than two dogs, or one dog and one cat, or two cats. Any cat maintained upon the premises shall be declawed and spayed or neutered, with proof provided to the Association. Further, no pet shall be left outside the unit unattended or leashed. All animal fecal waste shall be immediately retrieved by the pet owner or custodian and properly disposed of immediately upon its issuance. Any complaints regarding the maintenance of such pets, the noise generated by such pets, the inconvenience to other unit owners caused by such pets shall all be directed to the Association Board of Directors and the director shall consider the sane and issue determinations regarding such pets, which determination shall be final and binding upon the pet owners or custodians.
6. **Nuisances:** No unlawful, immoral, noxious, or offensive activity shall be carried on in any unit or in the Common Elements nor shall anything be done therein or thereon either willfully or negligently which may be or become, in the judgment of the Board, an annoyance or nuisance to the other owners or occupants.

7. **Impairment of Structural Integrity of Building:** Nothing shall be done in any unit or in, on, or to the Common elements which will impair the structural integrity of the building or which would structurally change the building except as is otherwise provided herein. No unit owner shall overload the electrical wiring in the building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

8. **Laundry or Rubbish:** No clothes, sheets blankets, laundry, of any kind, or other articles shall be hung out or exposed on any part of the Common elements. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials. Trash, garbage, and other waste shall be kept only in enclosed sanitary containers, and shall be disposed of in a clean, sightly, healthy, and sanitary manner.

9. **Prohibited Activities and Signs:** No industry, business, trade, occupation, or profession of any kind, whether commercial, religious, educational, or otherwise designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the property, nor, except with the consent of the Board, shall any "For Sale" signs or other window displays or advertising be maintained or permitted by any owner on any part of the property or in any unit therein.

The right is reserved by the developer or its agent to place "For Sale" signs on any unsold or unoccupied units, and to place such other signs on the property as may be required to facilitate the sale of unsold units. The right is hereby given to the Board or its representative to place "For Sale" signs on any unit or on the property, for the purpose of facilitating the disposal of units by any owner, mortgagee, or the Board.

10. **Alterations of Common Elements:** Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board.

11. **Parking Area:**

A. Only designated limited Common Elements identified as parking spaces shall be used by the owners for parking purposes. Further, garages shall be used to provide parking space for the primary vehicle of each unit owner. Secondary vehicles shall be parked in the unit's corresponding designated parking spaces. No parking shall be permitted on the drives in front of the unit garage door.

B. Assigned parking spaces shall not be used to store inoperable motor vehicles or for purpose of performing extended vehicle maintenance or repair.

C. Parking of recreational vehicles upon the condominium property shall be permitted only with the Association's prior approval, for periods of time not to exceed forty-eight (48) hours, and in locations specified by the Association.

12. **Display of Model Units by Developer:** During the period of construction of the Building on the property by the developer, the developer and its contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress, and egress to said buildings and property as may be required in connection with said construction. During the period in which sales of units by the developer are in process, but in no event for any period extending beyond thirty-six (36) months from the registration of filing of this Declaration, the Developer may occupy or grant permission to any person or entity to occupy, with or without rental, as determined by the developer, one or more units for business or promotional purposes, including clerical activities, sales officer, model unit for display and the like, provided that the activities in the units so occupied do not interfere with the quiet enjoyment of any other owner or occupant.

13. **Certain Personal Professional Activities Permitted:** The unit restrictions in paragraph 1 and 10 of this Article shall not be construed in such manner as to prohibit an owner from (a) maintaining his personal business or professional records or accounts therein; or (b) maintaining his personal business or professional records or accounts therein; or (c) maintaining his personal professional library therein; or (d) handling his personal business or professional telephone calls or correspondence there from. Such uses are expressly declared customarily incident to the principal residential use and not in violation of paragraphs 1 or 10 of this Article.

14. **Occupancy:** Occupancy of any unit in the condominium shall be limited to a maximum of two (2) persons per bedroom per unit. Occupancy is defined to mean residing in the unit for permanent overnight or sleeping purposes and shall not be deemed to restrict or limit social entertaining or overnight guests in excess of such limits.

15. **Rental of Units:** *No unit may be leased or occupied by non-owner except pursuant to Article XVII of the By-laws\*.*

16. **Exterior Lighting:** No exterior lighting may be installed without the express written consent of the Board of Directors of the Association except for Christmas decorations. Prior to the establishment of the Board of Directors of the Association, any approval required from said Board shall be obtained from the developer.

17. **Barbecue Facilities:** Gas or charcoal fired barbecue grills or other outdoor cooking apparatus may be utilized by unit owners to the rear of each unit and may be placed on common lawn elements during cooking, but shall be stored on the patios behind each unit when no longer in use for cooking. No ashes or other debris shall be discarded on any portion of the common elements.

18. **General Maintenance Provisions:**

A. The replacement of window treatments shall be in substantial conformance with the initial and original materials, in quality, color, and design.

B. Carpeting replacement shall be of same or higher quality as that which is being replaced, the color shall be at the owner's discretion.

C. Units shall be well maintained, all nail holes, in drywall and other damage to drywalls shall be timely filled, sanded, and painted. All doors, windows, jams and casements, and wood trim, shall be kept in good, varnished condition. All ceramic tiles shall be maintained and replaced as necessary.

19. **Limited Common Element Usage and Restriction:**

A. The areas immediate adjacent to the unit containing balconies or patio areas, or grass spaces, shall not be used to store unit owner property and shall have placed therein only furnishings consistent with the intended use of the area. Complaints regarding the use of limited Common Element areas shall be directed to the Board of Directors, who shall hear the matter and shall issue a ruling thereon, which shall be binding upon the unit owner.

B. Boat Slips. Included in the Common Element of Marina Cove Condominium is a complex for boat docking and mooring consisting of thirty-four (34) boat slips in a wharf and pier configuration. This structure shall be generally a Common Element of the Condominium. The individual boat slips shall be assigned to units where there has been a purchase with the unit of such limited Common Element usage. Upon the assignment of a boat slip to a unit pursuant to this procedure, the boat slip and the adjoining pier or wharf area shall be considered a limited Common Element for the usage of the unit to which the boat mooring area is assigned. Any boat slip areas which are not assigned to specific units shall be included in the Common Element and shall be controlled by the Association pursuant to rules and regulations established by the Association for their usage.

Note: Sections of this document that are italicized with a suffix symbol attached to the end denote amendments to the Rules and Regulations. Consult the legend below for amendment dates.

\* Amendments passed June 6th, 2001