

RULES AND REGULATIONS
OF
MARSH COVE AT PONTE VEDRA CONDOMINIUM ASSOCIATION, INC.

Pursuant to the authority vested in the Board of Directors of Marsh Cove at Ponte Vedra Condominium Association, Inc. ("Association") the following rules and regulations of Marsh Cove Condominium ("Condominium") have been adopted by the Board of Directors of the Association ("Board") to govern the use of the Condominium Property ("Condominium Property") as defined in the Declaration of Condominium.

1. Enforcement. All violations of these rules and regulations shall be reported immediately to a member of the Board, an Association officer and/or the management agent. Disagreements concerning the proper interpretation and effect of these rules and regulations, shall be presented to and determined by the Board, whose interpretation of these rules shall be dispositive. In the event that any person, firm or entity subject to these rules and regulations fails to abide by them, as they are interpreted by the Board, they shall be liable to be fined by the Association for each such failure to comply or other violation of these rules and regulations. Such fine, which shall not exceed One Hundred and no/100 Dollars (\$100.00) for each violation, shall be collected by the Association and shall become a part of the Common Surplus of the Condominium ("Common Surplus") as defined in the Declaration of Condominium. A fine may be levied on the basis of each day for a continuing violation, provided that no such fine shall in the aggregate exceed One Thousand and no/100 Dollars (\$1,000.00). Nothing herein shall be construed to prohibit the Board from bringing an action at law or in equity, in the name of the Association, to enforce these rules and regulations, including the provision herein for fines. In the event any such action is instituted and reduced to judgment in favor of the Association, the Association shall be entitled to recover its costs and attorneys' fees incurred in enforcing these rules and regulations. Prior to the imposition of any fine, an offending party shall be given written notice of the violation and a reasonable opportunity for a hearing before a committee of not less than three (3) nor more than five (5) Unit Owners appointed by the Board. The written notice shall specify the provision(s) of the Declaration of Condominium, Articles of Incorporation, Bylaws or these Rules which are alleged to be violated, shall include a short and plain description of the alleged violation(s), and shall state the date, time, and place at

which the committee shall conduct a hearing with respect to the alleged violation(s), which hearing shall be conducted not less than fourteen (14) days from the offending party's receipt of the written notice. At the hearing, the party against whom the fine is proposed to be levied shall have an opportunity to respond, present evidence, and to provide written and oral argument on all issues involved and shall further have an opportunity to review, challenge, and respond to any material considered by the committee in making its determination that violation(s) have occurred. Following such hearing, the committee's decision with respect to the imposition of a fine shall be dispositive.

2. Use of the Common Elements. The Common Elements of the Condominium ("Common Elements") as defined in the Declaration of Condominium, are for the exclusive use of Unit Owners of the Condominium ("Unit Owner") and their immediate families, lessees, resident house guests and guests accompanied by a member, and no other person shall be permitted to use the Common Elements unless accompanied by a Unit Owner or a member of his immediate family, without the prior written consent of the Association.

3. Noise. All noise, including, without limitation, talking, singing, television, radio, record player, tape recorder or musical instrument, shall be kept at such volume level that the noise is not audible outside of the boundaries of the unit in which it originates.

4. Children. Children shall not play on or about the Condominium Property except under reasonable supervision by a responsible adult.

5. Pets. No Owner or occupant may keep any pets other than domesticated household pets on any portion of the Condominium, and no Owner or occupant may keep more than two household pets per Unit.

No Owner or occupant may keep, breed or maintain any pet for any commercial purpose. Pets may not be left unattended outdoors. No structure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements, without prior written approval from the Board. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors. No pets may be left on a balcony or patio. Any feces left upon the Common Elements, or in any area subject to the Master

Declaration, by dogs must be removed immediately by the owner of the dog or the person responsible for the dog.

No potbellied pigs, venomous snakes, Pit Bulldogs, Rottweillers, Doberman Pinchers or other animals determined in the Board's sole discretion to be dangerous may be brought onto or kept on the Condominium at any time. The Board may require that any pet which, in the Board's opinion, endangers the health of any Owner or occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days written notice. If the Owner or occupant fails to do so, the Board may remove the pet. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any community member may be removed by the Board without prior notice to the pet's owner.

Any Owner or occupant who keeps or maintains any pet upon the Condominium shall be deemed to have agreed to indemnify and hold the Association, its directors, officers and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. Unit Owners maintaining cats on the Condominium Property, or whose guests, lessees or invitees bring any animal upon the Condominium Property, shall be responsible for, and bear the expense of any damage to persons or property resulting therefrom. The extent of any such damage and the charges necessary to rectify the damage shall be determined by the Board and collected by the Association.

6. Obstructions. There shall be no obstruction or cluttering of the Condominium Property, including, without limitation, sidewalks, driveways, automobile parking spaces, lawns, entrances, elevators, stairways, patios, courts or vestibules or other Common Elements or areas.

7. Destruction of Property. There shall be no marking, marring, damaging, destroying or defacing of any part of the Condominium Property. Unit Owners shall be held responsible for, and shall bear any expense of such damage caused by the Unit Owner, his family, guests, lessees and/or invitees.

8. Hurricane Shutters. Upon issuance of hurricane warnings, standard hurricane shutters or panels, as approved by the Board, may be used; provided, that such shutters shall be removed forthwith when hurricane conditions have abated.

9. Patios, Screen Porches, Windows and Doors. Nothing shall be dropped, thrown, swept or otherwise expelled from any window. No plants, pots, receptacles or other decorative articles shall be kept, placed, hung or maintained on any railing or ledge. All loose or movable objects shall be removed from patios and screened porches upon notice of an approaching hurricane or other inclement weather characterized by conditions of high wind. Patios, screened porches, windows and doors shall not be altered from the condition in which originally constructed, including, without limitation, enclosure, alteration by painting, screening or installation of reflective materials, unless pursuant to the requirements of the Declaration of Condominium. For purposes of assessing fines for violation of this rule, each day during which this rule is violated shall constitute a separate violation of the rules for which a fine may be levied.

10. Damage to Common Elements. Unit 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.

11. Refuse. All refuse, waste, bottles, cans, newspapers, magazines and garbage shall be deposited in the covered sanitary containers provided therefor.

12. Guests. Unit Owners shall notify the Association by written notice in advance of the arrival and departure of guests or family members who have permission to use a Unit in the Unit Owner's absence. No person under twenty one (21) years of age shall occupy a Unit unless their parent or the Unit Owner is also in residence.

13. Signs. No sign, nameplate, signal, advertisement or illumination shall be inscribed or exposed on or at any window, door, balcony or terrace without the express prior written consent of the Association.

14. Keys. The Association shall maintain a key to each Unit in the Condominium. No member shall change existing locks or

install additional locks unless duplicate keys therefor are provided to the Association.

15. Parking. Unauthorized parking shall include:

A. Vehicles parked so as to impede ingress to or egress from other parking spaces, drives, roads or building entryways or parked in unauthorized spaces.

B. Parking of boats, trailers, campers, trucks or other oversized vehicles without the consent of the Association.

Except in the event of emergency, no vehicle maintenance or repairs shall be performed on the Condominium Property. No vehicles shall be washed, polished and/or waxed on the Condominium Property except in such specific area as may from time to time be designated by the Board for such activity.

16. Compliance with Documents. All Unit Owners and every lessee, guest or visitor of a Unit Owner shall comply with all of the terms, conditions, covenants, restrictions and limitations contained in the Declaration of Condominium, the Articles of Incorporation and the Bylaws.

17. Rule Changes. The Board reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in its opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the Condominium Property and to assure the comfort and convenience of Unit Owners; provided, such changes shall be with the consent of Unit Owners as provided in the Declaration of Condominium.

18. Location for Posting Notices. All notices of Unit Owner meetings and meetings of the Board shall be posted in the clubhouse.