

STELLA MARIS MASTER HOMEOWNERS ASSOCIATION

INITIAL RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the Homeowner Property, the Common Elements, the Limited Common Elements and the Homeowner Units shall be deemed in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all Unit Owners. The Rules and Regulations shall be consistent for all Units operated by the Association. The Unit Owners 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 and persons over whom they exercise control and supervision.

1. The use of the Units shall be consistent with existing laws, and the restrictions set forth in the Bylaws and shall not constitute a nuisance. Each of the units shall be occupied only by a single family and guests as a residence and for no other purpose.

2. Common Elements shall not be obstructed, littered, defaced or misused in any manner and shall be kept free and clear of all rubbish, debris and unsightly materials. Destruction or damage caused to a Common Element shall be the responsibility and at the expense of the responsible Owner.

3. Owners and occupants of units shall exercise extreme care to minimize noises in the use of musical instruments, radios, television sets, amplifiers, etc., so as not to disturb other persons or parties occupying Units.

4. No garments, rugs, etc., may be hung from the windows or other portions of Units. No rugs, etc., may be dusted from the windows of the units; rugs may be cleaned within the units and not in any other portion of the Homeowner Property.

5. All garbage and trash shall be deposited in the disposal installations provided for such purpose.

6. No Owner or occupant of a Unit shall install wiring for electrical or telephone installations, nor install machines or air conditioning units, etc., that may affect the exterior of a Unit in any shape or manner except as authorized in writing by a majority of the Board of Directors.

7. Owners shall not cause or permit anything to be placed on the outside walls of any of the buildings or placed on windows which are visible from the outside of the building, and no sign, canopy, shutter, radio, or television antenna shall be affixed to or placed upon the exterior walls or ' roof or any part thereof, without the prior consent of the Board of Directors, which approval shall be perpetual.

8. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or may become an annoyance or nuisance to the other Owners or occupants, or which may be injurious to the reputation of the property.

9. Nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of the buildings or which would structurally change the buildings except with the approval of the Board of Directors.

10. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the buildings or contents thereof, applicable for residential use, without the prior written consent of the Board of Directors. 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 building, or contents thereof, or which would be in violation of any law.

11. No industry, business, trade, occupation or profession of any kind, commercial, religious, education, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted in any residential Unit, except with the prior written consent of the Board of Directors.

12. Children shall, at all times while on the premises, act in an orderly manner without creating disturbing noises or being a nuisance to Unit Owners.

13. No clotheslines or similar devices shall be allowed on any portion of the Homeowner Property by any person, firm, or corporation without the written consent of the Board of Directors. No grilling or barbecuing is permitted on any lanais.

14. Each Unit shall include a two car garage for parking. Appurtenant to each Unit as a Limited Common Element shall be the driveway in front of each garage which may be used for parking by the Owner of the Unit to which the garage is a part. All motor vehicles shall be currently licensed. No repair or maintenance of vehicles is to be done in parking spaces or within the Common Elements or Limited Common Elements. No boats, boat trailers, all terrain vehicles, recreational vehicles, or pick-up trucks shall be parked on the Homeowner Property without prior written approval of the Association. This restriction does not apply to pick-up trucks parked temporarily on the Common Elements by workmen or subcontractors.

15. Owners may have a maximum of two (2) small domesticated pets (dogs or cats), as well as two small caged birds, provided they are not kept, bred, or maintained for commercial purpose in their Units. All four-legged pets shall be kept on a leash while outside the Owner's Unit. In the event that any pet on the premises should constitute a nuisance, in the opinion of a majority of the Board of Directors, then the Owner, when so notified in writing, shall be required to immediately remove said pet from the premises. The Board of Directors may waive this provision and permit certain approved pets on the premises.

16. Garages shall be constructed with doors that are equipped with operating, functioning automated door openers and closers. The garage doors shall remain closed except upon entering or exiting the garage.

17. No more than seven (7) persons can occupy a three bedroom Unit and no more than eight (8) persons can occupy a four bedroom Unit without the prior written approval of the Board of Directors.

18. Maintenance assessments that are unpaid for over ten (10) days after due date shall , include, in addition to interest (as provided for in the Declaration of Covenants), the greater of five percent (5%) of each installment or twenty-five dollars (\$25.00) as a late charge.

19. No Unit may be leased or sublet more than three times per calendar year maximum for a minimum of thirty (30) consecutive days each time.

20. The Board of Directors may, pursuant to Section 720.305(2), Florida Statutes, impose fines in such reasonable sums as they deem appropriate, not to exceed \$100.00 per violation, \$1,000.00 in the aggregate, against Unit Owners for violations of the governing documents, including the Rules and Regulations, by Owners or their guests or lessees. Each day of a continuing violation shall be a separate violation. No fine shall be levied until the Owner(s) has been given an opportunity for a hearing. 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. The procedure for the hearing shall be, at a minimum, as follows:

(1) 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:

(a) A statement of the date, time and place of the hearing;

(b) A statement of the provisions of the Declaration, Association Bylaws, or Association Rules and Regulations which have allegedly been violated; and,

(c) A short and plain statement of the matters asserted by the Association.

(2) 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.

21. The Board of Directors has designated the glass enclosed bulletin board at the entrance of Stella Maris S. location as the conspicuous place on the Association's property to post notices of meetings of the Board of Directors.