

RULES AND REGULATIONS  
SUNCHASE CONDOMINIUMS  
JULY 1, 2004

Below is a list of rules and regulations from the Declaration of Condominium and as established by the Association Board, verified by the Board at the scheduled meeting on October 5, 2000.

1. Each of the units shall be occupied only by a family, its servants, guests, assigns and lessees, as a residence and for no other purpose. Except as reserved to Developer, no unit may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in units to be affected. (Declaration of Condominium (DC), paragraph 11.1)
2. The 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 units. (DC, paragraph 11.2)
3. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit clothes, towels, or other items of personal property to be hung, draped or otherwise displayed on the unit's balcony or railing for the purpose of drying or for any other purpose in a manner which would allow said clothing, towel or other personal property to be viewed by any other person occupying or using the condominium. No unit owner shall erect, maintain or use a clothes line. No unit owner shall permit bicycles, or similar equipment, or other materials or personal property to be stored or accumulated around the front door of his unit. All unit owners shall keep and maintain their balcony, parking areas, storage closet and limited common elements appurtenant to the unit, and the landing serving the unit in a clean and presentable condition. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property. No unit owner shall permit any noise to originate from his unit that would be an annoyance or nuisance to occupants of adjoining units, including, but not limited to noise from radios, record players, stereos, musical instruments, singing and dogs or cats. (DC, para 11.3)
4. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; 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 shall be the same as the responsibility for the maintenance and repair of the property concerned. All unit owners must properly dispose of their garbage in the manner provided for by the Developer and/or as directed by the Association. (DC, para 11.4)
5. Entire units may be rented provided that the unit is used only as a residence; that the lease or rental period is for not less than 180 consecutive days; that the unit is occupied by only one family having no more members than the unit is designed to accommodate;

and provided that such use by the tenant or tenants does not create a nuisance. An owner may lease or rent his own unit himself to any lessee provided that he furnishes the Association with the names of all the tenants. All lessees are subject to the provisions of the Declaration and the By-Laws and failure to comply with said provisions shall be a default under any lease of any unit whether so stated in said lease. All of the foregoing may be enforced by the Association. (DC, para 11.5; Amendment No. 3 to Declaration of Condominium, 9 March 1993)

6. No professional, commercial or other signs of any nature shall be erected or maintained on the condominium property by any unit owner except with the written permission and direction of the Association, or except as may be required by legal proceedings, it being understood that the Association will not grant permission unless reasonable [sic] necessary to avert serious hardship to a unit owner. However, a unit owner may place a professionally made "For Rent" or "For Sale" sign no larger than 3 square feet in size on the inside of a unit. This restriction is not applicable to the Developer. (DC, para 11.6)
7. Each unit owner shall maintain appropriate drapes for each window and sliding glass door within his unit. The backs of each such drape or window covering shall be of a white or off-white color so as to maintain a uniformity of visible color throughout the condominium property. (DC, para 11.7)
8. No livestock, animals, chickens or fowl of any kind shall be permitted except dogs, cats, and birds owned as personal pets. Dogs, cats and birds shall not be kept in such number as to be an annoyance to other unit owners. In addition, no dogs, cats or birds shall be permitted that exceed ten pounds in weight and no such pet shall be permitted on the condominium property, except inside a unit, without being on a leash and under the immediate control of a responsible individual. All such pets must be walked in the appropriate areas and owners of such pets must clean up after their pets, provided, however, that pets shall not be walked on the Beach Area. If any such pet owner fails to properly clean up after his pet then the Association shall perform such service and shall bill the pet owner accordingly. The Association shall have the right to adopt and enforce such additional pet regulations as are reasonably necessary to insure that such pets are not and do not become a nuisance. (DC, para 11.8)
9. No boat, trailer, mobile home, house trailer, truck, tractor, commercial vehicle of any kind, or other machine, equipment or apparatus, or motorbike, motorcycle or motor scooter (herein collectively referred to as "vehicles") shall be parked on any street within the condominium or any garage driveway, or on any place on the condominium property other than in the designated parking areas (Boatyard). All such vehicles which were initially designed and manufactured to be self propelled with an individual engine must be in operating condition in order to be parked in any designated parking space or area and no designated parking space or area shall be used as a site to store, repair and/or overhaul any such vehicle. Parking of boats, trailers and motor homes in the boat and trailer and motor home parking area which will be part of Phase 9 if Phase 9 is added to the Condominium shall be in accordance with such rules and regulations as may be adopted by the Association from time to time. This restriction with respect to parking does not apply to the Developer in the performance of activities authorized by the Declaration and does not apply to commercial vehicles, machines and equipment required to perform construction, maintenance, refurbishing or repair services to a unit or

building for the period of time necessary for such construction, maintenance, refurbishing or repair. (DC, para 11.9)

10. No fence or other structure, including basketball backboards, shall be erected or placed on the condominium property, except for the fences and their replacements originally erected and placed on the condominium property by Developer. No alterations or additions shall be made to any landscaping placed upon the condominium property by the Developer without the written permission of the Association. (DC, para 11.10)
11. All walkways, entrances, halls, corridors, stairways and ramps shall not be obstructed or used for any purpose other than ingress and egress to and from any building and other portions of the Condominium Property. (Exhibit J, rule 1)<sup>1</sup>
12. The exterior of the Units shall not be painted, decorated, or modified by any owner in any manner without the prior written consent of the Association by its Board, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board. (J, rule 2)
13. No article shall be hung or shaken from the doors or windows of the Units or placed upon the outside window sills of the Units, if any. (J, rule 3)
14. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the Common Elements. (J, rule 4)
15. No Unit Owner shall make or permit any noises that will disturb or annoy the occupants of any of the Units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Unit Owners. (J, rule 5)
16. No Unit Owner shall place any tile or floor covering other than carpeting within his Unit without the prior written approval of the Board. The Board shall require a Unit Owner to carpet or place area rugs or other noise reduction devices in the Unit in order to curtail noise disturbing other Unit Owners. (J, rule 6)
17. Each Unit Owner shall keep such Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors or windows thereof, any dirt or other substance. (J, rule 7)
18. There shall be a \$5.00 lock-out charge if the Association is requested to furnish keys for access to a Unit Owner who has locked himself out of his Unit and a \$10.00 charge if the Association is required to furnish new keys to a Unit Owner who has lost his keys. (J, rule 8)
19. Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by:
  - a. Removing all furniture, potted plants and other movable objects from his terrace, balcony or patio, if any; and
  - b. Designating a responsible firm or individual satisfactory to the Association to care for his Unit should the Unit suffer hurricane damage. Such firm or

individual shall contact the Association for clearance to install or remove hurricane shutters. (J, rule 9)

20. All garbage and refuse from the Units shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Association will direct. All disposals shall be used in accordance with instructions given to the Unit Owner by the Association. (J, rule 10)
21. Waterclosets and other water apparatus in the Units or upon the Common Elements shall not be used for any purpose other than those for which they were constructed. Any damage resulting from misuse of any waterclosets or other apparatus shall be paid for by the Unit Owner responsible for same. (J, rule 11)
22. No Unit Owner shall request or cause any employee or agent of the Association to do any private business of the Unit Owner, except as shall have been approved in writing by the Association. (J, rule 12)
23. The agents and employees of the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for the purpose permitted under the terms of the Condominium Documents. Entry will be made by prearrangement with the Unit Owner, except under circumstances deemed an emergency by the Association or the manager, if any, in which case access is deemed permitted regardless of the hour. (J, rule 13)
24. A Unit Owner shall not cause or permit the blowing of any horn from any vehicle of which he, his guests or family shall be occupants. (J, rule 14)
25. No Unit Owner shall use or permit to be brought into the Unit any inflammable oils or fluids such as gasoline, kerosene, naphtha [sic] or benzine [sic], or other explosives or articles deemed extra hazardous to life, limb or property. Cooking by any means on any balcony or terrace is prohibited. (J, rule 15)
26. No Unit Owner shall be allowed to put his mail receptacle, name or street address on any portion of his Unit except in such place and in the manner approved by the Association for such purpose which approval shall be based on aesthetic grounds within the sole discretion of the Board. (J, rule 16)
27. The Association may retain a passkey to each Unit. No Unit Owner shall alter any lock or install a new lock on any door leading into his Unit without the prior consent of the Association. If such consent is given, the Unit Owner shall provide the Association with a key for the use of the Association and the Board. (J, rule 17)
28. Any damage to the Condominium Property, Common Elements or equipment of the Association caused by any Unit Owner, family member, guest or invitee shall be repaired or replaced at the expense of such Unit Owner. (J, rule 18)
29. Each Unit Owner shall be held responsible for the actions of his family members, licensees, invitees and guests. (J, rule 19)

30. Food and beverage may not be prepared or consumed except in the Units or such other areas as may from time to time be designated by the Board. (J, rule 20)
31. The recreational facilities which comprise a portion of the Common Elements are solely for the use of the Unit Owner, their [sic] family members and invited guests. The use by others of the recreational facilities shall be at the risk of those involved and not, in any event, at the risk of the Association or its manager, if any. (J, rule 21)
32. The regulations governing the use of the recreational facilities which may be located upon the Common Elements including permitted hours, guest rules, safety and sanitary provisions, and all other pertinent matters shall be in accordance with regulations adopted from time to time by the Association. (J, rule 22)
33. No trailer, boat, camper, truck or other commercial vehicle shall be permitted on any portion of the Common Elements except for trucks delivering goods or furnishing services and except upon such portion of the Common Elements as the Board may, in its sole discretion, determine; provided, however, that boats, boat trailers, campers or trucks may be kept at all times in the Unit Parking Space assigned to that boat, camper or truck owner. (J, rule 23)
34. A Unit Owner shall not install any storm shutters, awnings, hardware or the like without the prior written approval of the Board as to design and color and in any event Board approval shall not be granted unless such items substantially conform to the architectural design of the Building and the design of any of such items which have been previously installed at the time Board approval is requested. (J, rule 24)
35. Each Unit Owner shall be responsible for purchasing casualty insurance to provide coverage for a deficiency in the event insurance proceeds are insufficient to cover a loss to any improvement within any of the Units and/or improvements within the Common Elements. Each Unit Owner is also responsible for the purchase of casualty insurance, including water damage, for any improvements in his Unit not insured by the Association policy and for all of his personal property. In addition, each Unit Owner shall be responsible for purchasing liability insurance (which may be imposed pursuant to Section 718.119 of the Act) for the acts and omissions of the Association in relation to the use of the Common Elements. Finally, each Unit Owner shall be responsible for purchasing liability insurance for accidents occurring in his own Unit or for accidents or damages for which he is liable, including water damage, to other Units of Common Elements caused by his act of failure to act and, if the Unit Owner so determines, for supplementing any insurance purchased by the Association covering the Common Elements. (J, rule 25)
36. The procedure for reporting violations of these Rules and Regulations shall be as follows: Any Unit Owner may report a violation of the Rules and Regulations to the Association (or its management company, if any) in writing. All violation reports are to be submitted in writing and will be considered confidential. (J, rule 26)
37. No dockage of any boat at the pier shall be permitted, except to board of discharge passengers or for such other reasonable purposes not to exceed thirty (30) minutes at any one time. (J, rule 27)

38. The procedure for enforcing these Rules and Regulation shall be as follows:

- a. First Offense (1<sup>st</sup> Notice): When the Association becomes aware of non-compliance of a rule or regulation by a Unit Owner, occupant, guest or tenant, it shall send a certified letter to the Unit Owner advising him of the rule which he has been accused of violating and warning that strict compliance with these Rules and Regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.
- b. Second Offense (2<sup>nd</sup> Notice): If a second report that a violation has been repeated or has been continued beyond the time specified within the first notice [is received], the Board of directors, after verifying the violation, may authorize a fine to be levied upon the Unit Owner. The fine for a second offense may be up to \$20.00. Notice of a second violation shall be sent to the Unit Owner by certified mail.
- c. Third Offense (3<sup>rd</sup> Notice): If a third report that a violation has been repeated or has continued beyond the time specified within the second notice [is received], the Unit Owner may be assessed up to a \$50.00 fine following verification of the violation by the Board of Directors.
- d. Fourth Offense: Constant repeated offenses may result in the Board of Directors authorizing injunctive relief. The Association may enforce fines by its lien rights set forth in the Declaration of Condominium.
- e. Exemptions: Any Unit Owner may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances. (J, rule 28)

39. Satellite dishes.

40. One DSS Satellite Dish (18" diameter) is allowed per unit. Dishes larger than that are not [allowed]. Due to the layout of the condominium buildings in relation to the position of the satellites, no set placement position can be established, however, the following rules apply:
41. Request for satellite dishes must be made in writing to the Sunchase Condominium Association, c/o Etheridge Property Management, Inc., 3298 Summit Blvd., Suite 4, Pensacola, FL 32503. Renters who apply for permission for a dish must include written permission of the owner of the unit. All damage to the buildings from the dishes are [sic] the responsibility of the condominium owners.
42. In conjunction with the unit owners, condominium association reps and dish installers will determine the best position of the dish. In general, positions are on the railings, ingress of property and under eaves. No dishes are allowed on the roof. No alteration of any vegetation will be allowed.
43. All dishes must be painted gray to match the building exterior.
44. When the unit is sold, dishes must be removed and exterior building must be put back to its original condition, unless the new owner assumes responsibility in writing.
45. All current dish owners will send notice to the Board of the existence and position of the dish for record keeping. (Meeting of the Association Board, Feb 22, 1999)

Approved 06/10/04

## **SUNCHASE CONDOMINIUM ASSOCIATION**

### **BOAT YARD RULES AND REGULATIONS**

1. The boat yard will be managed by the Association's property manager.
2. Boats and trailers may be stored in the boat yard. All stored items must be registered with the property manager prior to occupying the boat yard and must have a current license plate and appropriate registration on the vessel. Items not registered with the property manager or not having a current license will be removed without notice and stored at the owner's expense.
3. Only one item per Sunchase condominium unit will be allowed to be stored in the boat yard and these must be the property of the current owner or current tenant. A boat mounted on a trailer will be considered to be one item. If a tenant waives rights to a unit owner, notice shall be provided to the property manager by the unit owner at the time of registration with the property manager.
4. Spaces will be assigned on a first come-first served basis by the property manager. Once assigned, the occupant shall have the right of use until the space is assigned to another user.
5. No user shall modify the space assigned including erection of a canopy, shelter or other structure in or over their assigned space.
6. Sunchase Condominium Association does not provide any security for the boat yard and is not responsible for any damage or theft of any item stored in the boat yard.

**SUNCHASE CONDOMINIUM ASSOCIATION  
SATELLITE DISHES**

One DSS Satellite Dish (18" diameter) is allowed per unit. Dishes larger than that are not.

Due to the layout of the condominium buildings in relation to the position of the satellites, no set placement position can be established, however the following rules apply;

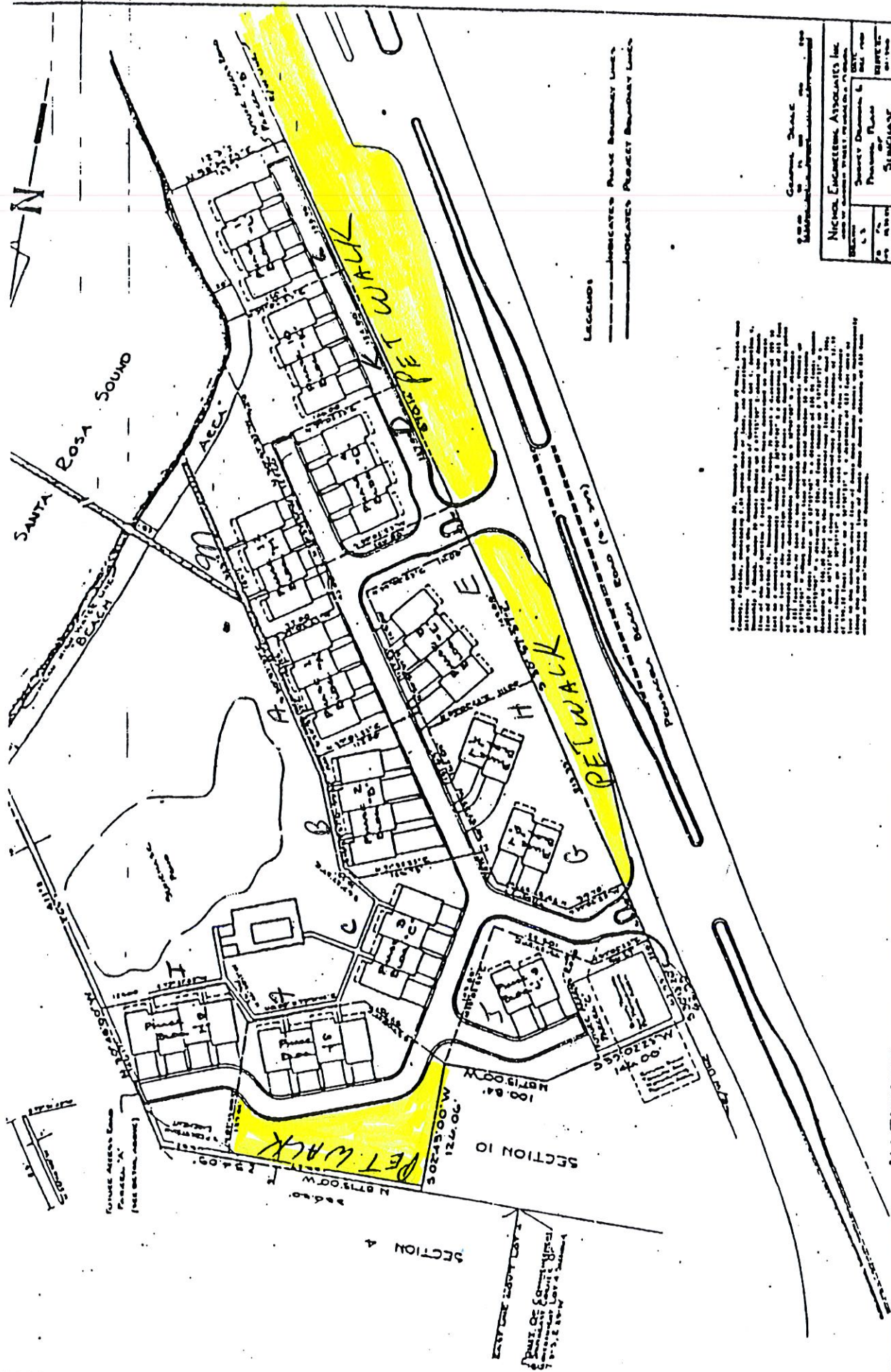
- A. Request for satellite dishes must be made in writing to the Sunchase Condominium Association:

c/o Etheridge Property Management, Inc.  
3298 Summit Blvd., Suite 4  
Pensacola, FL 32503

Renters who apply for permission for a dish must include written permission of the owner of the unit. All damage to the buildings from the dishes are the responsibility of the condominium owners.

- B. In conjunction with the unit owners, condominium association reps and dish installers will determine the best position of the dish. In general, positions are on the railings, ingress of property and under eaves. No dishes are allowed on the roof. No alteration of any vegetation will be allowed.
- C. All dishes must be painted gray to match the building exterior.
- D. When the unit is sold, dishes must be removed and exterior building must be put back to its original condition, unless the new owner assumes responsibility in writing.
- E. All current dish owners will send notice to the Board of the existence and position of the dish for record keeping.





SANTA ROSA SOUND

LEGEND

- INDICATES PROPOSED BOUNDARY LINES
- INDICATES PROJECT BOUNDARY LINES

|                                    |               |                                   |               |
|------------------------------------|---------------|-----------------------------------|---------------|
| NICHOLS ENGINEERS ASSOCIATES, INC. |               | REGISTERED PROFESSIONAL ENGINEERS |               |
| DATE                               | PROJECT       | SCALE                             | BY            |
| 11/15/77                           | SUNSHINE      | AS SHOWN                          | W. J. NICHOLS |
| CHECKED BY                         | APPROVED BY   | DATE                              |               |
| W. J. NICHOLS                      | W. J. NICHOLS | 11/15/77                          |               |

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ALL IMPROVEMENTS DEPICTED ARE PROPOSED

FOR THE RECORD ONLY  
 PROJECT "A"  
 (SEE SECTION 10)

SECTION 4  
 100.00' W. 127.00' N. 100.00' E.

SECTION 10  
 100.00' W. 127.00' N. 100.00' E.