

Community Rules And Regulations

For

*Minorca Property Owners Association, Inc.
(MPOA)*

The Easement Alliance Committee (EA)

*The Dunes at Minorca, A Condominium
Association, Inc. (The Dunes)*

*The Hammocks at Minorca, A Condominium
Association, Inc. (The Hammocks)*

*The Palms at Minorca, A Condominium
Association, Inc. (The Palms)*

Adopted on December 1, 2012

Effective Date on January 1, 2013

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DEFINITIONS

Association – Any reference to “the Association” specifically refers to the Minorca Property Owners’ Association, Inc. (The Master Association a/k/a MPOA or Board)

Associations – Any reference to “the Associations” specifically refers collectively to the Minorca Property Owners’ Association, Inc, The Dunes, The Hammocks, The Palms Association, The Inlet Condo and Villa Way Associations.

Association Member – Any person who owns a condo unit within the associations known as “**The Dunes,**” “**The Hammocks,**” or “**The Palms.**”

Board of Directors – Any reference to the Board of Directors refers to the elected persons serving on the Boards of the Minorca Property Owners Association, Inc., The Dunes, The Hammocks and/or The Palms Associations.

Easement Alliance (EA) Committee – The combined committee of Associations governed by the Easement Alliance Agreement and consisting of one representative member each from the Dunes Association, the Hammocks Association, the Palms Association, the Inlet Association and the Villa Way Association.

EA Property – MPOA owned property that is encumbered by the Recreation & Road Easements whose boundaries are fully outlined in the Mediated Settlement of June 15, 2009, and called the “Expanded Easement Area.” (as recorded in OR Book 6597, Page 4083 through 4241, PR Volusia County, FL)

Easement Holders - Refers to persons who reside in the communities’ known as “**The Inlet Villas Homeowners**” (**VW**) and “**The Inlet At New Smyrna Beach,**” (**Inlet**) who have specific rights and obligations under the documents and the EASEMENT ALLIANCE GOVERNANCE AGREEMENT and INLET CONDOMINIUM ASSOCIATION, INC., NORTH-GATE ACCESS, SECURITY & CONCIERGE SERVICE AGREEMENT, which is an Amendment to Exhibit D of the Mediated Settlement of June 15, 2009 (MSA '09)..

Guests– Those persons invited onto the property by a resident.

Hurricane Warning – A warning issued by the National Hurricane Center - A warning that sustained winds 64 kt (74 mph or 119 km/hr) or higher associated

with a hurricane are expected in a specified coastal area in 24 hours or less. A hurricane warning can remain in effect when dangerously high water or a combination of dangerously high water and exceptionally high waves continue, even though winds may be less than hurricane force. All precautions should be completed immediately upon issuance of a hurricane warning. For the unit owner, these precautions at a minimum consist of removing all furniture or other items from balconies or terraces, and removing exterior ceiling fans and the screens, if any, on the glass sliding doors. Hurricane force winds can cause these items to become destructive air-borne missiles. If the path of the hurricane has been erratic, the warning may be issued only a few hours before hurricane conditions begin. Remove vehicles and personal items from garages and ground level of property and seek shelter inland out of the path of the storm.

Limited Easement Holders - “The Inlet Marina Villas” (IMV) Association members and their guests or lessees are known as **Limited Easement Holders**” per the MSA '09 agreement. (as recorded in OR Book 6597, Page 4083 through 4241, PR Volusia County, FL)

Management—Refers to the Management Company and its associated staff who is hired to manage the MPOA, the EA, the Dunes, the Hammocks and the Palms properties.

Minorca or Minorca Property—Refers to all lands with improvements and rights owned by the Master Association (MPOA).

Resident – Refers to Association Members, Easement Holders and Lessees/Tenants. Lessees and Tenants are referred to as Residents for the purposes of these rules.

Security—Refers to the MPOA employed security personnel that protect the owners, the buildings and all Minorca Properties.

Social Hall—Refers to the facility located in the Casino Clubhouse Building, which contains a kitchenette/bar area, entertainment area with a pool table and a lounge area with TV.

Unit Owner—Refers to an individual who owns a condominium unit either privately or collectively within the Minorca property.

PURPOSE

The benefits of living in a condominium community are many---the wealth of amenities, the sheltered environment, a shared community spirit and camaraderie. The criteria outlined in these rules and regulations were created to capture and build on the shared community spirit and to assist each individual homeowner to

enjoy their homes in peaceful and amicable harmony with their neighbors. Such guidelines are vital to preserving the value of every home and every collective amenity for the common good of all condominium members.

The Boards of Directors of the Minorca Property Owners Association, Inc. (MPOA), The Dunes Association, The Hammocks Association, The Palms Association and The Easement Alliance (EA) have established the following covenants, rules and regulations for the use and enjoyment of the facilities owned or controlled by them. These rules and regulations are vital to preserving the value of the amenities for the common good of all Residents and Guests. They are subject to change by the joint approval of the entities stated above, as they deem necessary, and will be enforced uniformly.

All Residents and Guests entitled to use certain Common Properties and facilities shall comply with these regulations. All Association Members and Easement Holders are responsible for the actions of their lessees/tenants, invitees and guests at all times while on common property. All of these rules and regulations shall apply to all Unit Owners, Guests, Lessees, Easement Holders and Limited Easement Holders even if not specifically so stated in portions hereof.

These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declarations of Condominium, Articles of Incorporation and By Laws of Minorca Property Owners Association, The Dunes Association, The Palms Association or The Hammocks Association and the Governance Agreement of the Easement Alliance. Nothing contained in these rules will serve to take precedence over these governing documents or the Florida Statutes, and the governing documents take precedence over any contradictory or interpretive issues.

MINORCA AND EASEMENT ALLIANCE PROPERTY MANAGEMENT

Mailing Address: 2600 N. Peninsula Drive, New Smyrna Beach, FL 32169

Website: <http://www.minorcapoa.net>

Management Office: 386-427-7510; Fax number 386-427-7713; **Email:** mgrminorca@aol.com. **Normal Hours:** M-F 9am-4pm; Sat. 8:00 a.m–1:00 p.m.

Accounting Office: 386-427-3306 - Fax number 386-424-6301

Security Gatehouse: 386-426-8707 -Director of Security – Cheryl Pratt, **Direct Line:** 386-566-0791

Management Company:

K.L.G.B, Inc., Karla Baumann, owner; Cheryl Pratt, Onsite Property Manager.

Direct Line for Karla Baumann: 386-402-8739 – office; 386-405-3312 - cell;
Email: *kscpoa@aol.com*.

RULES REGARDING USE OF COMMON PROPERTY

The establishment of reasonable standards for use of Common Property serves to preserve and protect those areas for the benefit of all Associations members and those others that are permitted to use or access them. The Common Property is not to be used by any Resident or Guest for any purpose other than that which it was designed and intended for, or in any manner that would unreasonably interfere with reasonable use by others.

1. The sidewalks, entrances, passages, and like portions of the Common Property shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Common Property; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes.
2. For the safety of all residents, there is to be no skateboarding or riding on a skateboard on any Minorca properties east of Peninsula Avenue including, but not limited to common areas such as boardwalks, pavilions, walkways, roadways, railings, pool areas, tennis courts, garages or parking lots.
3. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Common Property, except signs used or approved by the MPOA. The above rule is not to prohibit commercial vehicles parked temporarily on common property for the purpose of providing service to the association or residents.
4. The EA and/or the MPOA Board, depending upon the location of the event, must sanction any classes held on common property. Requirements for sanctioning are established and are relative to the type of classes being taught. Application forms for classes to be sanctioned are available at the Management office.
5. Announcements and advertisements for such classes must be pre-approved by the EA and/or the MPOA Board, depending upon location.
6. EA or the MPOA Board, or their designee, is solely responsible for the placement of all community notices and announcements in the appropriate message centers on property.
7. The MPOA Board shall be solely responsible for directing and supervising employees of the MPOA. MPOA employees are not to be sent out by Residents or Guests for personal errands.

8. Minority aged children are the direct responsibility of their parents or legal guardians, including full supervision of them while within the Minorca Property and Associations, ensuring full compliance by them with all of these Rules and Regulations.
9. Loud noises that cause disturbances to residents will not be tolerated.
10. Bathers are required to wear footwear and a dry cover over their bathing suits before entering enclosed recreation facilities, building lobbies or elevators. No wet bathing suits are permitted on the furniture in the lobbies or Casino Clubhouse or on the Casino Clubhouse Fitness Center equipment.
11. Any personal belongings left unattended in or around the common property of the Associations will be collected and held by the Association. Any belongings not claimed within 30 days shall be disposed of or donated to a local charity.
12. Smoking is prohibited in all indoor areas of the Associations' common properties.
13. The equipment and furnishings of the Associations have been provided for the use and enjoyment of all Residents and Guests. Please use and enjoy them in a responsible manner, and do not remove them from their designated areas.
14. Absolutely no feeding of birds or wildlife is permitted anywhere on Minorca Property.
15. Unless otherwise specified in these rules, recreational facilities will be open daily for use by Residents and Guests between the hours of 5:00 a.m. and 11:00 p.m.
16. No parking of boats, trailers or recreational vehicles is permitted on the Common Property unless such parking was to be specifically designated by the MPOA Board for such purpose. No parking of any vehicle without a current valid registration and tag is permitted. This rule shall not prohibit the parking of otherwise prohibited vehicles in the course of providing services to the Association property.
17. No repair of vehicles shall be made on Minorca Property except in case of an emergency.
18. All persons shall obey all posted traffic signage in and around the community.

SANCTIONING AGREEMENT FOR EXCLUSIVE USE OF FACILITY

1. Any Resident planning an event that requires exclusive use of a Minorca

facility must execute a Sanctioning Agreement at least 45 days in advance in order for the event to occur.

2. Either the MPOA Board or MPOA Board with the EA is the authority to sanction the event depending upon location of the facility. The Sanctioning Agreement is not final until executed by the MPOA President.
3. Sanctioning Agreements can be for a time certain, or annual.
4. All Sanctioning Agreements expire after the event, or for annual sanctions, on June 30th of each and every year.
5. Sanctioning Agreements may be renewable.
6. Application for a Sanctioning Agreement is available at the Management office.
7. Rules, regulations and fees vary for each event seeking sanctioning and are detailed in the individualized Sanctioning Agreement negotiated.
8. The Sanctioning Agreement does not include the exclusive use of restrooms. Access to the restrooms must be unobstructed for use by all persons.

**RULES REGARDING PETS ON CONDOMINIUM COMMON PROPERTY
INCLUDING EASEMENT ALLIANCE PROPERTY, AND WITHIN MINORCA
CONDOMINIUM UNITS**

Pets are important and beloved members of many families. A vital element in allowing pet ownership in a condominium community is the establishment of firm guidelines to ensure that one Member's right to keep a pet does not infringe on another Member's right to peaceful enjoyment of his or her home. These standards also serve to protect and preserve the common property of Minorca.

Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration:

1. Each Minorca unit owner or occupant may keep no more than two (2) household pets in his or her unit, limited to dog(s) or cat(s) with a total combined weight of not more than eighty (80) pounds at maturity, and provided that no pets are kept, bred or maintained for commercial purposes and do not become a nuisance or annoyance to neighbors.
2. No pet shall be allowed in the condominiums unless it is confined to the

Owner's Unit or kept on a leash when not within the Unit. Pets shall not be tied up or left outside the Unit. Pets shall not be kept in or on balconies when the Owner is not in the Unit. The keeping of a pet shall be deemed a privilege and no pet may be kept that causes unreasonable annoyance to neighboring Unit Owners.

3. Dogs and cats shall not be permitted outside of the owner's unit unless attended by a responsible person and on a leash. Dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes. Pet owners are responsible for cleaning areas soiled by their pet(s), and must pick up all solid wastes from their pet(s) and dispose of them in designated containers provided throughout the property.
4. In no event shall a dog or cat ever be allowed to be walked or taken on or about any recreational facilities (e.g., Casino Clubhouse, adjacent decks, pools, tennis courts, Fitness Center, etc.), the beach, the dunes areas, or Conservation easements areas contained within the MPOA Common Property. The EA or MPOA Board may designate a dog walk area (e.g., if there are excessive violations of the pet waste rules as stated above).
5. In addition to Item 1 above, fish, reptiles, or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.
6. Guests are not permitted to bring a pet onto common property unless specifically invited by a resident and registered at the office. The total number, combined weight and other rules may not be exceeded by resident and guest pets combined in any Unit

USE OF CASINO CLUBHOUSE FACILITY

The Casino Clubhouse rules & regulations were established by the MPOA Board & EA so that Residents may safely share the facilities in cooperation with each other. Hours of operation are from 6:00 a.m. to 11:00 p.m. Exceptions must be pre-approved by the EA.

1. Minority aged children in or about the Casino Clubhouse facility are the direct responsibility of their parents or legal guardians and compliance with all established use guidelines is required.
2. A responsible adult, parent, or guardian must accompany minority aged children while inside the Casino Clubhouse unless said person is engaged in a supervised activity.
3. Food products left in the refrigerator will be disposed of on a daily basis.

Residents using the kitchen facilities are expected to clean up after themselves.

4. Billiard equipment is not to be removed from the billiard room. Please use the equipment responsibly, and report any misuse or abuse to Security or Management.
5. All persons entering the Casino Clubhouse shall be appropriately attired including footwear, and dry cover-ups over bathing suits. No one wearing a wet bathing suit shall enter the Casino Clubhouse Social Hall or Fitness Center rooms of the Casino Clubhouse.
6. The MPOA Board/EA recognizes that from time to time Residents may wish to utilize the Casino Clubhouse Social Hall for private events. Private events are those parties or functions that have restricted or limited invitations lists and are not open to the Associations' general membership. In order to protect the facility from damage and accelerated wear and tear, the following standards and procedures have been established for private event reservations.
 - a. It is the MPOA Board/EA's intention to limit these private reservations so the amenities will be sufficiently available for the use and enjoyment of all Residents.
 - b. Residents may reserve only the Social Hall for private events. The other areas of the Casino Clubhouse will remain open for other Residents' use during such events and cannot be reserved. The pool and exterior patio and deck areas cannot be reserved for private events.
 - c. Schedules for EA and MPOA Board authorized and sanctioned events will take precedence over private event reservations. A resident may entertain a maximum of 10 guests in the Casino Clubhouse Social Hall without having to enter into a private event agreement with the MPOA/EA. The Casino Clubhouse will remain open to all residents and their guests during this time.
 - d. Reservations for private events may not be made more than three months (90 days) in advance.
 - e. Holidays and holiday weekends are excluded from private event reservation.
 - f. Reservations are on a first come, first served basis. Private events held in the Casino Clubhouse Social Hall will be limited to four (4) hours duration. Decorating for a reserved event shall not occur more than four hours in advance of the reservation depending upon the

- type of function.
- g. No more than two (2) private party events may be held during each calendar month.
 - h. A Resident may reserve the Casino Clubhouse Social Hall for a private event no more than one time per calendar year.
 - i. The Resident desiring to reserve the Casino Clubhouse Social Hall for a private event must execute a Private Event Agreement. All provisions contained within the Private Event Reservation Agreement must be met.
 - j. The Resident who signed the Agreement and shall be held responsible for the conduct of his or her guests during the event shall host the event.
 - k. A refundable damage deposit in the amount of \$2,500 is required at time of booking the private event. Also, a non-refundable fee of \$150.00 to \$300.00 depending upon the number of guests, as detailed by the Sanctioning Agreement for holding the private event, is due at booking.
 - l. After the event, the deposit will be returned following the determination by Management that there has been no damage to the facilities. The cost for any damage or the need for special cleaning or repair due to the event will be deducted from the amount of the deposit. Damages beyond that amount are the responsibility of the Resident -host who signed the Private Event Agreement.
 - m. Post-event clean up is the responsibility of the Resident-host immediately following the event.
 - n. If the pool table is to be used for the serving of food or drinks, Management will provide a custom cover for the pool table to provide protection for the table over which personal linens must be used to increase protection.
 - o. A full guest list must be submitted to Management no less than one week in advance. Maximum number of persons for a private event is 100.
 - p. A Security attendant will be required if the private event's guest list exceeds 50 guests and will be assigned from the security guard staff. The cost of the security attendant will be paid by the Resident-host or deducted from the deposit amount.
 - q. The Casino Clubhouse Social Hall cannot be reserved for commercial

purposes, including fund-raising events, merchandise parties, political events and business events, other than any events sponsored or sanctioned by the EA and MPOA Board.

USE OF CASINO CLUBHOUSE FITNESS CENTER AND SAUNAS

1. Residents and Guests operate the Fitness Equipment at their own risk. Improper use of equipment may result in injury. Owners unfamiliar with any equipment should consult the posted instructions as to its use. Guests must be accompanied by their resident host(s) while using the Casino Clubhouse Fitness Center and equipment.
2. The Casino Clubhouse Fitness Center will be available for use between the hours of 5:00 a.m. and 11:00 p.m.
3. Both gentlemen and ladies must wear tops and appropriate clothing and footwear when using the Casino Clubhouse Fitness Center equipment. Flip Flops and sandals are neither safe, nor appropriate footwear.
4. Please wipe any perspiration off the equipment after use with supplied sani-wipes.
5. Headphones will be required to be used with personal sound producing equipment. Sound producing equipment supplied in the facility, including television set(s), must be operated at a reasonable audio level as to not produce an annoyance to other Residents.
6. Please turn off TV's after use.
7. Parents are responsible for the conduct and safety of all their minority aged children and guests at all times.
8. Residents and Guests use the Sauna room at their own risk. Residents and Guests must follow all warnings on Sauna equipment.
9. Please shower before entering the Saunas, and sit on a towel while using the facilities.
10. For safety, limit use of the Saunas to a maximum of 10 minutes. Monitoring your physical condition during usage is essential. If you experience symptoms of over-exposure such as lightheadedness, dizziness, increased heart rate, nausea, or extreme fatigue, leave immediately and sit in the air-conditioned space until your body temperature returns to normal. Should symptoms continue, contact your physician immediately.

11. Individuals at high risk from exposure to extreme heat, elevation of heart rate or blood pressure (pregnant women, individuals who take prescription medicine or use alcohol, and individuals with high blood pressure, diabetes, or heart disease) shall not use the Sauna facilities unless authorized by their physician.

USE OF SWIMMING POOLS & SPAS

The Swimming Pool and Spa is subject to inspections and regulation by the local regulatory authority. All rules and regulations are established to maintain the pool and spa, and their use, in a safe and clean manner. Residents and guests use all swimming pools and spas at their own risk, as **NO LIFEGUARD WILL BE ON DUTY.**

1. Hours of operation for the Pool located at the Casino Clubhouse Building is 7:00 a.m. until 11:00 p.m., with short daily closures for routine cleaning and maintenance.
2. Hours of operation for the Pools located within the Dunes Condominium Association are as follows:

Hours of operation for the Pool and Spa facility located at the Dunes Condominiums is 7:00 a.m. until 11:00 p.m., with short daily closures for routine cleaning and maintenance.

The Pool facility is not heated throughout the year but the spa will be continuously heated with the exception that the spa heat will be turned off during cold snaps as determined by Management.

3. Hours of operation for the Pools located within the Hammocks Condominium Associations are from Dawn to Dusk.
4. The Dunes, Hammocks and Inlet pools are private properties and are to be accessed only by the Members and Registered Guests or Lessees of the respective Associations.
5. An adult should accompany minority-aged children under 12 at all times while in the pools or pool areas.
6. Restroom facilities are located on the pool decks adjacent to the swimming pools and spas.
7. For the safety of others **no glass containers of any kind** or pets of any kind shall be permitted in the spas, pools or on the pool decks. No food may be consumed while in the pool or spa or within 10 feet of the spa/pool water's edges. Drinks in plastic containers are permitted.

8. Underage drinking of alcohol shall not be allowed. The police will be called for anyone suspected to be under the age of 21 years drinking alcoholic beverages.
9. No feeding of the birds on or near the pool deck is permitted.
10. Smoking on the pool deck shall be only within the permitted smoking area. The designated smoking area is the grassy area to the South of the pool deck identified by signage. When smoking in the designated smoking area, please be respectful of others. Dispose of all by-products of smoking in appropriate containers and do not litter the pool areas.
11. Headphones are required for radios or other sound producing equipment at the pool areas except during authorized scheduled activities.
12. Appropriate bathing attire is required. No cut-off jeans or shorts may be substituted for swimwear. No female topless swimming or sunbathing shall be allowed.
13. Wetsuits such as for surfing or scuba diving shall not be allowed in the pools and spas. Warm-wear apparel for Water Aerobics and lap swimming is permitted.
14. No one is allowed in the pool or spa with an open cut or skin infection.
15. Deck furniture shall be covered with a towel when using suntan lotion or oil.
16. No deck furniture may be reserved in any way for future use. Towels or objects applied for this purpose shall be removed by Security.
17. Please return deck furniture to their original positions after use. Deck furniture is not to be removed from the pool areas. Please lower umbrellas after use.
18. No substances such as soap, shampoo, etc., shall be used in or near the spas, pools or outdoor showers.
19. All persons shall shower in an effort to remove all lotions, sand, oils, and/or soap residue before entering the swimming pools and spas.
20. Incontinent persons or persons who are not toilet trained must wear tight fitting rubber briefs or pants, designed to protect against leakage while swimming.
21. Bathing loads as posted for the pools and spas must be observed.
22. For the safety of all, no surfboards, boogie boards, skim boards, rafts, Frisbees, balls or beach balls are allowed in the swimming pool area, except if included in an authorized and sanctioned event. Floatation devices attached to the person designed as swim aids for children or non-swimmers are permitted. Swimmers

are encouraged to use such floatation devices in a courteous fashion so as not to infringe on use of the pool by other swimmers.

23. No rinsing of surfboards or other beach equipment is permitted in the showers, spas or pools. Garden hoses are provided on property for this purpose.
24. As a safety measure, there shall be absolutely NO DIVING into the pools or spas at any time. No running on or around the pool deck shall be permitted.
25. Due to the high water temperature and the possibility of increased heart rate or elevated blood pressure, pregnant women shall not use the Spas unless so permitted by a physician.
26. All pool gates must be locked at all times for safety and security. Please make certain that each gate closes after use.

USE OF THE TENNIS COURTS

1. Only tennis is to be played on the tennis courts. No skateboards, rollerblades, bikes, or scooters are allowed on the tennis courts.
2. Hours of use of the tennis courts will be restricted to 7:00 a.m. to 11:00 p.m.
3. Tennis players on the courts must wear shirts, shorts, or comparable appropriate tennis attire in cooler weather, and rubber-soled tennis shoes. Wearing of sandals or flip flops on the courts shall not be permitted.
4. To preserve the condition of the courts, no smoking or eating is allowed on the tennis courts.
5. The MPOA Board and EA have established a Guest Fee Policy for tennis play on the courts. The current guest fee policy is posted at the Tennis Center, on community bulletin boards and the Minorca website. The policy may be revised from time to time as need arises.
6. In regard to the tennis guest fee policy, MPOA and EA owners, their family members, overnight houseguests and approved lessees are identified as Residents. Guests are identified as Daily Guests or Seasonal Guests depending upon the frequency of tennis play each guest desires to purchase.
7. All guests must enter through the North Gate. When they enter, they must sign in and pay the established Guest Fee at the guardhouse.
8. Guest fees will not be charged for league players during approved league-scheduled matches.

9. Residents as defined above, are not charged a fee to play tennis. Residents are not charged a fee for an occasional guest to play tennis with them. Occasional guests are those who play tennis no more than five (5) times per year.
10. Residents may reserve courts in blocks of one and a half hours, up to two days in advance.
11. A resident is restricted to 3 guests per day, which does not include league play and must accompany his or her guest during play on the courts.
12. Play, other than league play will be limited to one hour when others are waiting and all courts are in use.
13. Players shall sweep court and brush lines after play is complete so court will be ready for the next players. Please return brushes to their proper place.
14. Leagues shall be pre-approved by the EA and registered with the Minorca Management office a minimum of 30 days prior to the commencement of the league play.
15. A resident must sponsor any league that is approved by the MPOA Board and EA.
16. All league players shall enter the community through the Minorca main gate and shall receive a daily guest pass from the Security Guard. League players who are Limited Easement Holders must either park an IMV registered vehicle in one of the six non-exclusive use spaces as available with entry only through the south gate via Road Easement or walk / bicycle through the south gate. All League Parking shall be in MPOA/EA parking areas south of the Casino Clubhouse or the seven spaces adjacent to the tennis facility, if available.
17. For any league that uses the Minorca tennis facility as its home base, at least 95% of its membership must be residents or seasonal pass holders. A non-resident guest playing on such a league must pay a guest fee per the sanctioning agreement.

**USE OF MINORCA PROPERTIES AND EA AREAS BY
IMV LIMITED EASEMENT HOLDERS**

(As recorded in OR Book 6597, Page 4083 through 4241, PR Volusia County, FL)

1. The Inlet Marina Villa is entitled to use only the Expanded Beach Access, which includes the Beach Pavilion and Beach Boardwalk. The IMV members are not allowed to use the Casino Clubhouse facilities and pool, the tennis courts, nor the north (main) front gate.

2. Access from the Inlet Marina Villa to the Beach Pavilion and Beach Boardwalk shall only be only through the South Gate and only along the south road and walkway in accordance with "The Mediated Settlement of June 15, 2009."
3. Parking on MPOA/EA property by the Inlet Marina Villas shall consist of using ONLY the six parking spots designated as MPOA/IMV PARKING located on MPOA/Easement Alliance property, just west of the Capri parking lot. These six parking spots are on a first come basis and are for the non-exclusive use of IMV-registered vehicles with a valid Inlet Marina Villas decal. **There will be no parking passes issued by Security Guards to Limited Easement Holders or their guests for any reason. Any Limited Easement Holder vehicle found parked anywhere on MPOA/EA property parking spaces, sidewalks, grass or landscaped areas, other than the six parking spaces specified herein, will be towed immediately.**

USE OF BARBECUE GRILLS

When barbecue grills are installed on the Common Property, the following guidelines will be enforced. Misuse or abuse of the grills or grill areas may be cause for the MPOA Board to restrict grill use or remove the grills from the Common Property.

1. The barbecue grills are available for the use and enjoyment of all Residents and Guests. Please follow instructions for use posted at the grill area.
2. Grill users must clean barbecue grills after use.
3. All food debris must be bagged and removed from the barbecue grill area for disposal.
4. There will be no barbecue grilling on lawns or other areas not designated for such use by each association.

USE OF BEACH PAVILION AND BOARDWALKS

1. No grills or open flames are permitted in the Beach Pavilion at any time. Portable Sterno-type warmers or similar heating candles used by catering services are permitted with prior approval from the Management.
2. Pets are not allowed in the Beach Pavilion.
3. The facility shall be left clean and in the condition in which it was found; please remove and properly dispose of all trash and/or debris produced.

4. Residents and IMV owners may reserve the Beach Pavilion for private events on a first come, first served basis.
 - a. All major holidays and holiday weekends are excluded from private event reservation.
 - b. A Private Event Agreement must be executed with the MPOA Board and EA. A refundable damage deposit of \$500 is required at time of booking, along with a \$100.00 non-refundable exclusive use lease fee for the private event.
 - c. Any Resident reserving the Beach Pavilion for a private event must be the host of the event. The Beach Pavilion cannot be reserved by Residents for non-Member functions.
 - d. The Beach Pavilion cannot be reserved for commercial purposes, including fund-raising events, merchandise parties, political gatherings and business events other than those sponsored or sanctioned by the EA and MPOA Board.
5. Footwear is highly recommended on all boardwalk surfaces to avoid injury from raised nails or splinters.
6. **The Beach Access Boardwalk emanating from the Capri and Andros buildings is Dunes Association Private Property and shall be used only by the Owners, Guests or Lessees of the Dunes Association.**
7. **The gates on all Boardwalks shall remain locked at all times.** The user shall ensure that a gate fully closes after each use. **Do not use any lubricants (WD-40, Silicone sprays, etc.) in the gate's locking mechanisms at any time as these act as magnets for airborne sand particles that destroy the internal mechanisms of the lock.** Notify Security or Maintenance if there are problems with the gate operation.

VILLA WAY, IMV AND INLET'S GATE ACCESS TO EA PROPERTIES

1. As Easement Holders, Villa Way homeowners shall access the Easement Alliance properties through the South Gate located on the South side of the Mallorca building at Minorca.
2. As Limited Easement Holders, IMV owners, their guests and tenants may access through the South Gate only after properly identifying themselves at the guard pedestal there. IMV owners, their guests and tenants shall travel on the sidewalk and roadway along the south and east sides of the Easement Alliance Area to the Beach Pavilion, Boardwalk and Beach. If the six designated non-

exclusive parking spaces are full, IMV vehicles must return via the same route and exit through the South Gate. IMV Limited Easement Holders **shall not** drive or park on the remainder of the MPOA or Expanded Easement Areas (as identified in MSA '09), or they will be towed and/or trespassed immediately.

3. The Inlet Condominium Association has full main gate privileges for owners, guests and tenants according to the INLET CONDOMINIUM ASSOCIATION, INC., NORTH-GATE ACCESS, SECURITY & CONCIERGE SERVICE AGREEMENT, which is an Amendment to Exhibit D of the Mediated Settlement of June 15, 2009 (MSA '09).

PARKING RULES SPECIFIC TO THE COMMON AREAS OF THE EASEMENT ALLIANCE AND THE OTHER PARKING AREAS WITHIN MINORCA

1. All vehicles must be properly registered and have an MPOA approved form of identification, (e.g., a MPOA decal sticker or a temporary Guest Tag). All approved identification tags shall be placed inside the vehicle and visible from the outside.
2. The resident must fill out the Vehicle Registration Form and provide copies of the current registrations for each vehicle being registered.
3. Vehicles owned by Easement Holders shall be identified by either the Identification Decal provided from their own Individual Association, or an Identification Decal provided by Security that designates an Easement Holder.
4. Non-identified vehicles shall be subject to towing, after proper notification as determined by the standing operating procedures of the MPOA Board or EA, is placed on the vehicle in violation by Security.
5. A Unit Owner, and his or her tenants and guests may park in spaces belonging to his or her individual association and/or any available MPOA/EA parking spaces.
6. Easement Holders shall park in designated MPOA/EA parking areas only.
7. Only one vehicle is allowed in each regular parking space, whether that vehicle is a car, truck, van, or motorcycle.
8. The towing of an illegally parked vehicle shall be initiated immediately and without prior notification if it is illegally parked in a Unit Owner's Assigned Parking space and the Unit Owner makes a request for it to be removed.
9. Towing of other illegally parked vehicles shall occur after the proper notice is posted on the vehicle. At the expiration of the notice, a time interval that is

set by the standard operating procedures of the MPOA Board or EA, the vehicle shall be towed at the owner's expense.

10. Motorcycle parking shall be considered on a case-by-case basis by the MPOA Board or EA using the following guidelines:

Motorcycles:

- a. Shall be operational, in good condition, and have a valid license tag and registration.
 - b. Shall be used for personal/family purposes.
 - c. Shall be registered with Security and display an assigned vehicle identification decal.
 - d. Shall have an acceptable noise decibel level while on property (no louder than passenger automobile).
 - e. Shall solely occupy one single space when parked either in the garage or on surface area parking.
 - f. Shall not be a motorized dirt bike or the like.
11. The keeping of motorcycles or scooters on Minorca property is a privilege. A scooter is a small motorcycle-type vehicle of less than 50 cubic centimeters displacement that does not require a motorcycle endorsement from FDMV. Multiple scooters may be parked in interior parking spaces of garages and carports according to the restrictions in #12 below, and with approval of the respective Individual Association Board, such approval not to be unreasonably withheld.
12. Scooters may be kept in the building garages and carports under the following conditions:
- a. Scooters shall be registered and pre-approved by Management.
 - b. Any scooter shall be operable, and noise compliant while on property (no louder than a passenger car).
 - c. One or two approved scooters may be kept in front of the Unit Owner's assigned parking space. Management, based on the size of the scooters and the Unit Owner's parking space configuration shall determine whether any scooter or one or two scooters may be parked in this manner.

- d. Four scooters may be substituted for a car in a garage or carport parking space, if approved by the association's board.
 - e. Scooters shall not be kept in front of the Unit Owner's parking space if bicycles are being stored on the wall in front of that space.
13. Management has the authority to immediately terminate any approval granted in cases of rules violations or improper use or storage of any scooter or motorcycle.
14. Appeals of Management's decision to reject any approval request, or terminate a prior approval, shall be submitted to the EA for determination in the Easement Area or to the MPOA Board for determination in the MPOA area, or Association Board in each Individual Associations' area.
15. No commercial vehicles, campers, mobile homes, recreational vehicles, personal watercraft, boats or trailers of any kind shall be kept on the Minorca Property. The only exception would be for MPOA members only, the watercraft space rental program, as sanctioned on MPOA lands west of Peninsula Avenue through individual rental lease agreements.

COMMUNITY ACCESS AND SECURITY

Minorca is a private community. Regulations concerning access control are designed to protect and promote a private community environment. The MPOA Board is authorized to establish reasonable procedures for the administration of Community Access and any Access Device such as a "Fob", a Key, a Prox Card or a Vehicle Remote Proximity Tag called "SmartPass."

1. Access Devices are for **Residents only** and are assigned on a limited basis. No access devices other than South Gate Proxy cards and beach gate keys will be issued and operable by Limited Easement Holders.
2. If an Access Device is lost or stolen, report it to the management office. A replacement device may be purchased from Management. The lost or stolen device will be deactivated in the system so it will no longer operate.
3. When a unit is rented, it is the responsibility of the Resident to provide his or her tenant with the Access Device assigned to the unit.
4. The Vehicle Decal and Guest Pass system instituted by the MPOA Board is to be followed by all Residents and Guests entering the community.
5. All vehicles owned or leased by a Resident must be registered and bear, on the lower left hand corner of the driver's windshield, the current sticker being issued by the Management.

6. The Resident must fill out the Vehicle Registration Form and provide copies of the current registrations for each vehicle being registered.
7. All guests, contractors and vendors who enter must show their driver's license to the guard to be compared against the Resident's file and MPOA database in the computer in order to be issued a Guest Pass. The information will be kept secure and will be used only in the event of an investigation.
8. A Guest Pass, Contractor Pass or Vendor Pass is to be continuously displayed on the front left dash in plain view through the front glass of the automobile/vehicle while the vehicle is on MPOA/EA property.
9. To expedite your Guest, Contractor or Vendor's entry to the property, access the Gate Key Data System software online (www.gatekey.com) and update your owner information for notification of Security or Management that you are expecting a guest, contractor or vendor. Guests, contractors or vendors will not be allowed to enter the property without prior permission. Security may call you for permission, but your Guest, contractor or vendor will be denied entry if you cannot be reached by phone and prior notification had not been given.
10. Unregistered and unidentified vehicles on Minorca Property will be given a warning to be registered or to leave the property. The vehicle will be towed at the vehicle owner's expense if the warning has not been heeded within the time allotted as specified in the MPOA Board's standard operating procedures.
11. Hours for contractors are 7:00 a.m. to 5:00 p.m. – Monday through Friday and 8 a.m. to Noon Saturday. No such work shall be performed on Holiday Weekends. Contractors are not allowed to work on Sundays and holidays unless it is an emergency such as a water heater or a/c repair. Please keep this in mind when scheduling work. Notify Security if you are expecting a contractor to be present on the property after hours.

Move In's and Move Out's are included in this restriction.
12. On the eve before Christmas, New Year's and Thanksgiving, no vendors or contractors will be allowed in the community after 3:00 p.m.
13. Lobby doors, garage doors and service entrance doors shall not be opened for unknown or unidentified persons. Do not allow such persons to follow you into the building. Advise security immediately if you see a suspicious person.
14. Viewing of any and all security cameras' recorded data is strictly prohibited. A written request can be made to Management to view the recordings for a specific date and time. Depending upon the request, such recordings will be reviewed on an individual basis only by persons authorized by Management.

UNIT OWNER KEY AUTHORIZATION AND ACCESS INCLUDING DELIVERIES

The Association is granted, by Statute [718.106(3), F.S., and 718.111(5), F.S.] the irrevocable right of access to each individual condominium unit. Such access must be during reasonable hours for the purpose of maintenance, repair or replacement of common elements or any portion of the unit for which the association is responsible. The Association may have access to units to make emergency repairs that are necessary to prevent damage to the common elements or to another unit, such as to repair a broken water pipe that could cause water intrusion to other units.

1. Each Unit Owner shall provide Management with a key to his or her unit to comply with the aforementioned Statute.
2. The Management will hold Unit keys in a secure, locked cabinet. The keys will only be used for Association access as allowed by law.
3. Because of security concerns, Management will not provide access to a Unit Owner's condominium for any purpose other than those outlined above.
4. If a Unit Owner desires other persons to enter his or her condominium while he or she is not on property, it is the direct responsibility of the Unit Owner to secure a key Lock Box (available at Home Depot or the like) to be placed on the front door of the owner's unit. This Lock Box will contain a push code whereby any vendor, cleaning personnel, relative or friend of the owner can access the key contained within the Lock Box and gain entry into the unit.
5. Management is authorized to accept package deliveries on behalf of an Association Member. An authorization to accept such deliveries and a general release form must be filled out by the Association Member and be on file with the Management office prior to acceptance of any packages.
6. The package size is limited to boxes of medium size. No large heavy packages will be accepted.
7. All deliveries of furniture and the like will have to access the unit through the unit Lock Box system if the resident is not available.
8. In no event will the Security Staff be permitted to accept any keys, packages, envelopes, deliveries or any other items belonging to a Resident or Guest.

HURRICANE ACCESS TO UNITS

When a **Hurricane Warning** has been issued for the New Smyrna Beach or Daytona Beach areas, all hurricane preparedness will begin.

1. It shall be the sole responsibility of the Unit Owner to secure all terrace furniture/fixtures in the event of inclement weather.
2. A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his Unit prior to his departure or designate a responsible firm or individual to care for his Unit should a hurricane threaten.
3. The Association should be furnished the name(s) of such responsible firm or individual so they can be reached in the event of hurricane damage to the Unit.
4. Any Unit Owner, who had not secured his or her terrace or balcony against the impending storm, will be charged a \$200.00 fee for an MPOA sanctioned independent contractor to remove the personal items from the terrace or balcony.
5. This fee will be paid directly to the MPOA sanctioned Independent contractor.
6. Any damage caused by MPOA sanctioned independent contractor in relocating these items is the responsibility of the owner.
7. MPOA sanctioned independent contractor will not remove screens and fans without additional fees being charged.

MOVERS AND DELIVERY PERSONNEL

1. **Moving and large deliveries shall be scheduled in advance through the management office.** Only one elevator in each condominium building shall be available for use by movers and delivery personnel.
2. Move in's and Move out's are not permitted on Holidays or Holiday Weekends.
3. Elevator pads are required to avoid damage to the elevator interiors and installation of these shall be arranged for with Management at the time of scheduling.
4. Trucks are to back up to the building garage doors and unloaded through the garage to the back doors of the lobby. Only the padded elevator cab shall be used for the moving or delivering process.
5. All moving vans must park so as not to block accessibility to the front entrance of the building. All furnishings must be wheeled into the building through the ground floor parking level.
6. Under no circumstances are movers or delivery personnel to unload or load

through the front entrance doors.

7. Trucks are not to park on the decorative Paver stones in front of the buildings.

GUESTS AND LESSEES

1. As stated in the Condominium Documents, and to comply with the rental sales tax laws of the State, and in order to preserve the residential nature of the Minorca Property for the Unit Owners, the Minimum Lease Period for any unit is **30 days**.
2. No lease shall be valid or approved for a term of less than 30 days. All leases are subject to the Individual Associations' review fee of \$25.00 per application.
3. Management is to be notified of the names and addresses of the Lessees and the dates for which the lease is to be active. This can be done online by updating the Unit Owner's file through the Gate Key System, or phoning management with the information.
4. All guests and lessees must register themselves and their vehicles with Security and provide Management with a fully executed copy of each lease.
5. Persons leasing for an illegal period of time shall not be issued a Guest Pass for their vehicle, and shall not park on the property.
6. Owners shall be responsible for the actions and behaviors of their Lessees and Guests as well as any damage caused by their Guests and Lessees to any of the common areas or common elements.
7. It is the Resident's and Unit Owner's responsibility to make sure that their guests and lessees are informed and follow these Rules and Regulations of the MPOA/EA and Associations throughout the Minorca Property.

INDIAN RIVER PAVILION

The Indian River Pavilion (Rio de la Cruz Observatory) is an open-air facility designed for the enjoyment of Minorca members. This Indian River Pavilion is not part of the Mediated Settlement or earlier Recreation Easements, and use of the Indian River Pavilion and other improvements on the adjacent property is for MPOA Unit Owners only.

1. No grills or open flames are permitted inside the Indian River Pavilion at any time. Portable Sterno-type warmers or similar heating candles used by catering services are permitted with prior approval from the Master Association.

2. Pets are not allowed inside the Indian River Pavilion.
3. Footwear shall be worn inside the Indian River Pavilion.
4. The facility shall be left clean and in the condition in which it was found; please remove and properly dispose of all trash and/or debris produced.
5. The Indian River Pavilion cannot be reserved for commercial purposes, including fund-raising events, merchandise parties, political events and business events, other than any events sponsored or sanctioned by the MPOA Board.
6. The Indian River Pavilion may be exclusively reserved for private functions under the following guidelines:
 - a. All major holidays and holiday weekends are excluded from private party reservation.
 - b. A MPOA Member may execute a Private Party Agreement with Management. A refundable damage deposit of \$300.00 and a non-refundable \$100.00 exclusive use lease fee is due at time of booking.
 - c. Any MPOA Member reserving the Pavilion for a private party must be the host of the party.
 - d. The Indian River Pavilion may be rented by non-MPOA Unit Owners with approval of the MPOA Board for a non-refundable exclusive use lease fee of \$1200 per 4-hour event or as set by the MPOA Board from time to time. However, no more than one such event shall be held per month. A refundable damage deposit of \$300 is required and both are due at the time of booking.
7. Kayak/canoe storage for MPOA Unit Owners is available. See the management office for registration and fees.
8. There shall be no unauthorized parking of boats, trailers, personal watercraft or any other recreational vehicles on the Indian River Pavilion property. The MPOA Board has established sanctioned watercraft spaces that can be reserved by MPOA members through the payment of an exclusive use lease fee for appropriately covered watercraft.
9. Any unregistered, unsanctioned or unauthorized vehicle will be towed immediately after the official notice to tow is placed on the violating vehicle.

BOARD MEETINGS

Official notice of MPOA Board meetings and EA Committee meetings will be posted in bulletin boards on site, by email and/or on the Minorca website. Associations' Members may attend and participate at Board meetings under the following guidelines:

1. Each Association Member that has signed in to speak before the meeting begins will be permitted to speak, prior to the meeting commencing, on any topic, agenda or non agenda.
2. Once the meeting has commenced, the Association Members may address the MPOA Board or EA with anything on current agenda topics when recognized by the Chairperson.
3. The above procedures do not apply to the Annual Members' Meeting or at any other members' or special meeting of the membership duly noticed.

RULES FOR COMMON ELEMENTS SPECIFIC TO THE DUNES, THE HAMMOCKS AND THE PALMS ASSOCIATIONS

This section refers to areas that are owned, and enjoyed, in common by all Unit Owners in the Individual Condominium Associations of Minorca. The establishment of reasonable standards for use of the Common Elements serves to preserve and protect those areas for the benefit of all Condominium Association Unit Owners.

1. The personal property of Unit Owners and occupants must be stored in their respective Units and not left outside of the unit's limited common area or in the hallway or other common areas.
2. Owners and occupants may display tasteful, temporary holiday decorations.
3. Owners and occupants may display tasteful seasonal wreaths on their unit doors provided no nails, screws, or other fasteners, which would penetrate the door surfaces, are used.
4. All terraces, balconies and entry courtyards must be kept neat and orderly, and each Unit Owner is responsible for the cleanliness and maintenance of his/her terrace or balcony.
5. Patio type furniture and folding chairs are permitted to be kept on terraces and balconies, but not on entry courtyards.
6. No linens, towels, clothes, clothing, curtains, rugs, mops, laundry of any kind, or any other articles, shall be hung or shaken from any of the windows, doors, terraces, balconies, or other portions of the Common Elements.

7. Live plants may be kept on terraces, balconies and entry courtyards, and must either be in leak-proof containers or with waterproof saucers beneath.
8. Artificial plants and floor mats are permitted at the entry courtyards. However, any other items a Unit Owner desires to place there shall have prior written approval of the Board of Directors.
9. No item(s) shall be permitted in the entry courtyards or other common areas in violation of the 44" clearance fire code.
10. Only electric grills are permitted on terraces and balconies. (No gas or charcoal.)
11. No Unit Owner or Occupant shall permit anything to fall from a window, door or balcony, nor sweep or throw from the Condominium any dirt or other substance onto any of the terraces or balconies of others, or elsewhere in the Building or upon any Common Elements.
12. No garbage, refuse, trash or rubbish shall be deposited except in places designated by each Individual Association. The requirements, which may change from time to time, of the company or agency providing trash removal services for disposal or collection, shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
13. Voluntary programs for recycling materials may be approved by each Individual Association and areas will be designated for the depositing of such items.
14. No Unit Owner or occupant shall make or permit any disturbing noises by himself or his family, employees, agents, visitors or lessees, or pets, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants.
15. No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound system in his Unit in such a manner as to unreasonably disturb or annoy other residents.
16. No radio or television, mechanical or electronic system may be permitted in any Unit which interferes with the television or radio reception of another unit.
17. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit, in any private storage room or assigned parking space, or on the Common Elements.

18. No exterior antennae shall be permitted on Minorca Property or Improvements thereon, provided that the Association shall have the right to install and maintain Community antennae, radio and television cables and lines, and security and communication systems.
19. Bicycles may be kept on condominium property and shall be registered with the Management Office. Bicycles not registered shall be removed from common property.
20. A registration fee of \$35 per bike is required. This fee shall be used toward the purchase of a wall mounted bike rack. Owners who previously paid \$35 for a personal bike rack on the wall in front of their car shall appropriately register their bike and then be deemed to have already paid the \$35 registration fee.
21. Up to four vertical bike racks may be provided and installed by Maintenance on the wall in front of the parking space assigned to the Unit Owner who is registering the bicycles.
22. Common Area Bike Racks inside the garages shall be numbered and assigned to Unit Owners who register bicycles and whose parking spaces will not accommodate vertical racks on the wall in front of their vehicle.
23. Those Unit Owners registering more than four bicycles shall be assigned spaces in the Common Area Bike Racks on a first come, first served basis after the Owners referenced in #23 are assigned spaces.
24. Guests' bikes shall not be housed in the garage. They may be stored in the owner's storage unit, in the condo's interior or on their automobile's bike racks if available.
25. No bicycles, surfboards or personal watercraft shall be kept in the MPOA /EA Common Areas, nor on the Individual Associations' common properties.
26. Security or Management may remove any personal property left in the common areas in violation of these rules.

**RULES FOR STORM SHUTTERS OR OTHER ALTERATIONS SPECIFIC TO THE
DUNES, THE HAMMOCKS AND THE PALMS ASSOCIATIONS**

A great deal of time, effort and careful consideration was employed in designing and constructing the Condominium Buildings. The architects and engineers studied and planned every detailed aspect of the building and homes contained therein. The Associations, the Boards of Directors, and all Unit Owners have a vital stake in ensuring that the integrity of design and beauty of the community, and thus its value, is preserved. For these reasons, any proposed alteration to the Condominium or any of

its residences must be carefully considered, and prior approval must be sought from the Association.

1. To avoid a breach of the waterproofing system installed to protect the exterior walls of Minorca buildings no Resident or Guest shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, terraces, balconies or windows of any Building, including the individual condominium of a Unit Owner. Breaching the waterproofing system will create severe long-term damage to the building through salt and water intrusion causing rusting of the rebar and delaminating of the building's stucco.
2. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall have a uniform appearance and may be subject to approval of the Unit Owner's Association Board.
3. Unit Owners or occupants may install no additional air conditioning units.
4. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinting substance placed on any glass, unless approved, in advance by the MPOA Board in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
5. Any Unit Owner who desires to perform any alterations to his or her unit shall request and receive prior approval from the Individual Association using the Association's request form. All required literature, specifications and pictures, as applicable, shall accompany the approval request.
6. Any Unit Owner who desires to install storm shutters on their sliding glass doors must request and receive prior approval from the Individual Association using the Individual Association's request form. Shutter installations must comply fully with the Individual Association's storm shutter specifications held in the Management office, including submittal of any and all required test data. Unit Owners are responsible for compliance with these requirements by their contracted shutter installers.
7. If the installation of a glass storm door at the front of a Unit Owner's entry door is allowed by a particular Association, the Unit Owner shall first receive pre-approval and ensure that such installation complies with all standards and specifications set by the Association's Board.
8. Unit Owners, who cause any alterations or installations to occur without the required approval, or any contrary to approved specifications, shall be required to remove the alterations or installations and restore the affected areas to their original condition.
9. Management will repair punctures in a building's external wall that were caused

by a resident, and the cost of such repairs will be paid by the resident or unit owner.

ENFORCEMENT

1. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declarations of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or doubt as to whether a specific practice or activity is or is not permitted.
2. All of these rules and regulations shall apply to all Residents, Easement Holders, Lessees, Guests, Limited Easement Holders (IMV) and Occupants even if not specifically so stated in portions hereof.
3. Every Association Member, Resident, Easement Holder, Limited Easement Holders (IMV), Lessee or Guest who is entitled to use certain portions of the Common Property and facilities of the MPOA, Dunes, Hammocks or Palms Associations shall comply with these Rules and Regulations as set forth herein, and, with any and all Rules and Regulations which from time to time may be adopted and, with the provisions of the Declarations of Condominium, Bylaws and Articles of Incorporation of all associations.
4. Owners shall be responsible for the actions and behaviors of their Lessees and Guests as well as any damage caused by their Guests or Lessees to any of the common areas or common elements.
5. Failure of any Association Member, including Limited Easement Holders, Resident, Unit Owner or Guest to so comply shall be grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.
6. In addition to all other remedies, in the sole discretion of the MPOA Board, Boards of Directors of the Individual Associations or the EA, a fine or fines may be imposed upon an EA Resident, Limited Easement Holder resident or Association Unit Owner for failure of Resident/Unit Owner or Resident/Unit Owner's Family, Guests or Lessee to comply with any covenant, restriction, rule or regulation herein, or stated in the Declaration, Articles of Incorporation, or By-laws, provided the following procedures are adhered to:
 - a. **Notice:** An Enforcement Entity (EE), which shall be the MPOA Board, EA or a Board of Directors of any Individual Association, as determined

by the location in which the infraction occurred, shall notify the Member in writing of the infraction(s). Included in the notice shall be a date and time of the next meeting at which time the Resident/Unit Owner shall present reasons why penalties should not be imposed.

- b. **Hearing:** A non-compliance hearing will be held for the Resident/Unit Owner, either by the Enforcement Entity or a Hearing Committee it appoints for this purpose. At the hearing, the Member may present reasons why penalties should not be imposed. The Enforcement Entity will then decide what, if any, fines or penalties to assess.
 - c. **Fines:** The Enforcement Entity may impose fines against the Resident/Unit Owner up to \$100 per infraction or such greater amount as may be permitted by law from time to time. Each separate incident that is grounds for a fine shall be the basis of one separate fine. In the case of continuation of same violation after a notice thereof is given, it shall be deemed a separate incident, one (1) for each day of such continuation.
7. Fines assessed shall be paid to the operating account of the individual Association no later than thirty (30) days after notice of the imposition is made.
8. **Non-exclusive Remedy:** Fines shall not be construed as an exclusive remedy and will exist in addition to all other rights and remedies the Enforcement Entity is entitled to. However, any penalty paid by the offending Resident/Unit Owner will be deducted from or offset against any damages that the Enforcement Entity may be entitled to recover by law from such Resident/Unit Owner.
9. The Enforcement Entity shall be permitted (but not required) to grant to one or more Residents/Unit Owners, an exception from a specific rule or regulation upon written request thereof, and if, good cause is shown for such unique exception.

These Rules and Regulations were Approved by all of the Association Boards of the Minorca Property Owners' Association, The Dunes, The Hammocks, The Palms and The Easement Alliance with an Effective Date of January 1, 2013.