

RULES AND REGULATIONS

MAHOGANY RUN

CONDOMINIUM ASSOCIATION,

INC.

These Rules and Regulations supersede all prior Rules and Regulations, and take effect immediately.

By The Board of Directors

_____, **2002**

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INTRODUCTION

Article IV Section 14, and Article X Section 1 of the By-Laws invest in the Board of Directors of Mahogany Run Condominium Association, Inc., the authority to make and to enforce rules and regulations governing the conduct, use, and enjoyment of units and common areas.

All persons on Condominium property are subject to Rules and Regulations in force now or promulgated in the future by the Board of Directors. Where the term "resident" is used, it shall apply to both owners and tenants. Where specific responsibility shall belong to just one party, then such party will be identified as either an "owner" or a "tenant".

Owners who rent their units must ensure that all tenants are furnished with a copy of the current Rules and Regulations, and owners must require all tenants to be fully bound thereby.

The Board is empowered to enforce these Rules and Regulations with monetary fines and other sanctions and may take action in court to enforce them. An owner is subject to fines and/or sanctions for the actions of their tenants as if those actions were by the owner. Of course, the owner may hold the tenant responsible for his or her actions.

The Rules and Regulations are a serious obligation of all residents, and are for the benefit of the community as a whole. The Board of Directors, and the Property Manager have the obligation to assure, to the best of their ability that all residents are treated fairly, and that one owner, or group of owners, shall not benefit at the expense of the other owners. The Rules and Regulations will assist in this effort and will be strictly enforced.

THE CONDOMINIUM OFFICE

- 1. All new owners should promptly register their ownership of a unit at the Condominium Office and provide the office with a mailing address for billing purposes and other contact information.**

- 1. At the time of registration each new owner shall be provided with a copy of the Condominium Declaration and By-Laws as amended and a copy of the current Rules and Regulations. Additional copies of these documents will be available at a**

cost determined by the Board of Directors.

- 3. Article 15(a) of the Condominium Declaration provides: "Notice to Board of Directors. A unit owner who mortgages his unit shall notify the Board of Directors of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Directors."**
- 4. Requests for maintenance work, which is believed to be the obligation of the Association, shall be made in writing. A form for requesting maintenance work is available at the Condominium Office.**
- 5. No internal maintenance will be performed by the Association at the request of a tenant without authorization by the owner; except that in case of emergencies, maintenance may be performed by the Association at the owner's expense.**
- 6. Requests for a statement from the Association setting forth the amount (if any) of unpaid assessments or common charges concerning any unit shall be submitted to the Condominium Office. A fee to be determined by the Property Manager shall be tendered for each such letter requested.**
- 7. The Association must be advised of any lock or key changes and the Condominium Office must be provided with a key to each unit to use in case of emergencies.**
- 8. All leases or rental contracts shall include these Rules and Regulations. It is the owner's responsibility that all tenants are furnished with a current copy.**
- 9. An information form must be submitted to the Association for all residents, copies of which are available at the Condominium Office. It is the owner's responsibility that this completed form is promptly furnished to the Condominium Office.**
- 10. When an owner has a houseguest or tenant whose stay will extend two weeks or longer, the Association must be notified of the name(s) of such guest(s).**
- 11. If a houseguest or tenant should for any reason, affect the safety, security, or the peace and quiet of the property, or otherwise be deemed undesirable, and fails to correct such actions, the Board of Directors or Property Manager shall**

inform the owner. It then becomes the owner's responsibility for a prompt resolution of the problem.

- 12. The Condominium Office has NO facility for accepting mail for any resident and cannot accept that responsibility. It is important that all residents make arrangements for mail delivery. Mail addressed to a resident in care of the Condominium Office will be returned to the Post Office for return to the sender.**

GENERAL RULES

- 13. Occupancy shall be limited to two (2) persons per bedroom.**
- 14. No business shall be conducted by any resident that shall in any way disturb any other resident's quiet enjoyment of the property.**
- 15. No noise or other disturbance, which affects the peaceful enjoyment of other units, or of the Common Areas, is permitted.**
- 16. Clotheslines, sheds, and antennas may not be placed in either limited or common areas.**
- 17. Items likely to be displaced by wind, body, or other movement may not be placed on deck ledges where they would become a hazard should they fall, possibly causing injuries as well as serious liability problems.**
- 18. Plants, bird feeders, normal outside decorative items, etc. are permissible for decks and planters as long as they are reasonable and in good taste. Plants in outside planters should be trimmed so that they do not hang below the outside ledge.**
- 19. Decorative lights at Christmas and for other special occasions are permitted in both limited and common elements, providing that all lights and wiring are promptly removed after the appropriate occasion. The resident is responsible for all liability for injury or damage resulting from the use of such wiring.**

- 20. Carports are for the express use of vehicle parking. Any other use is specifically prohibited. This includes but is not limited to the following examples:**
- (a) Storage in the carport of any item of any kind is expressly prohibited, including boats or other type of water sports equipment (except for pre-existing generators and a/c units).**
 - (b) All walls within the carport will be kept free of any type of hanging storage items such as sail boards, tools, etc.**
- 21. NO personal items of residents may be stored or kept in any common area. Personal items of residents may be kept, stored, or used within the limited common element reserved to the exclusive use of the appurtenant unit, subject to the general exceptions noted in the Rules and Regulations.**
- 22. No structural changes may be made without the prior written consent of the Association. If a resident has any doubt about a contemplated change, the Property Manager should be able to help resolve the question. If not, there is always the right of appeal to the Board of Directors.**
- 23. No noxious or offensive activity shall be carried on in any unit, or in any of the common areas or limited common areas; nor shall anything be done therein, either willfully or negligently, which may be, or which may become, an annoyance or a nuisance to other unit owners, occupants, or employees or licensees of the Board of Directors. No resident shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other residents or of the employees or licensees of the Board of Directors. No resident shall play any musical instrument, or operate any electrical appliance including but not limited to, radios, televisions, recorded music, etc. at such volume or in such other manner that it is heard outside of the enclosed interior spaces of the units from which it is emanating.**

PAYMENT OF COMMON CHARGES

24. Assessments and other charges to owners are billed on the first of each month, and are due by the last business day of the month. Interest and penalties for late payments will be assessed as additional charges according to a schedule promulgated by the Board of Directors.

ARCHITECTURAL STANDARDS

“Architectural Standards”, as it applies to Mahogany Run, is basically about the way we maintain consistency in the exterior appearance of the condominium units that make up our community. Unless uniform standards are maintained, Mahogany Run could become a scene of conflicting contrasts, a situation we would all deplore.

Paragraph 2. **UNITS AND BOUNDARIES** of the Declaration of Condominium defines the physical boundaries of an individual unit. Essentially it includes the space and surfaces between the ceiling and foundation slab, extending to the interior of the outer walls of your unit.

Paragraph 3. **LIMITED COMMON ELEMENTS** defines the decks, terraces, patios, and galleries that adjoin your unit, as limited common elements assigned to, and reserved for, the exclusive use of the appurtenant unit. These will be referred to herein as “decks”.

Paragraph 4. **UNDIVIDED INTERESTS IN COMMON ELEMENTS** defines the common elements or common areas as all portions of the property not within the boundaries of the units.

25. The focus of the Board of Directors in establishing and maintaining consistent architectural standards concerns primarily the property described in paragraphs 3 and 4 of the Declaration of Condominium described above. Residents are advised that any change that they might make which would modify in any way, the appearance, structure or safety relating to the limited common elements, prohibited. Any approved or unapproved modification by unit owner, which cause damage to common area shall be the responsibility of unit owner. This includes, but is not limited to the following examples:

- a. **No enclosures, air conditioning units, generators, storage units, or other type equipment, for the benefit or use of a resident may be built, installed or kept in any common area. Standards for air conditioning equipment will be developed, and consistent with the intent of these standards, such equipment may be installed, subject to prior written permission from the Property Manager.**
- b. **The same prohibition applies to the limited common elements, except that such enclosures, storage units, or other types of equipment may be permitted, providing that they are of reasonably small size and not visible from the exterior of the unit or objectionable to other owners or tenants. Because of problems of weight and water drainage, no hot tubs or Jacuzzis will be permitted, except with the prior written permission of the Property Manager and the approval of the Board of Directors. The unit owner shall be solely responsible for any damage or liability, which may result from the installation or use of a hot tub or Jacuzzi.**
- c. **Only bedroom decks may be enclosed. The enclosure must conform to the established standards and is subject to prior written approval by the Board of Directors or the Property Manager before any work begins. A condition of approval is that the unit owner will be responsible for any failure of the deck directly attributable to the enclosure. (Pre-existing enclosures are excepted.)**
- d. **No resident may cause or make any change in any exterior wall, ceiling, or foundation slab in any limited or common area. This includes paint colors as well as any structural change.**

26. Consistent with the intent herein expressed, logic should dictate any actions taken by a resident. The general rule is that, NO change may be effected that will in any way change the exterior appearance of any building or unit.

PETS

27. No canines of any kind shall be raised, bred or kept at Mahogany Run. Other pets may be kept subject to the

approval of the Board of Directors. Such approval is conditional upon such pets being registered with the Association's Office, with the understanding that approval may be revoked at any time. General guidelines for permitted pets are as follows:

- a. Only cats, caged birds, hamsters and guinea pigs are permitted. This excludes any bird that is customarily found in the wild. Cloven hoof animals are expressly prohibited.**
- b. Only one such pet per unit will be permitted.**
- c. Pets must be under the control of the owners at all times!**
- d. Pets must wear collars with its owner's name and unit number attached, or if a bird, shall be caged. Unidentified pets will be removed from the property.**
- e. Any complaints about noise or destruction caused by any such pet will result in the revocation of permission and the removal of the pet from the property.**
- f. Failure of a resident to comply promptly with any directions from the Association to remove such pet will result in a monetary fine, which will be sufficiently large enough to secure prompt compliance.**
- g. Damage caused by owner's animals shall be the sole responsibility of such owner.**

USE OF COMMON AREAS

- 28. No private use of any part of the Common Area is permitted except with the express approval of the Board of Directors. Specific prohibitions include but are not limited to:**

- a. The erection of fences, hedges or walls, digging of wells, erection of antennas on roof or elsewhere, or placing of signs visible to the public is strictly prohibited.**
- b. Planting, gardening, clearing of underbrush, etc. is not specifically prohibited, providing that whatever is done is consistent with the general environment of the area, and with the specific prior permission of the Property Manager.**
- c. Parking of any commercial vehicle, truck, tractor, mobile home, trailer, camper, watercraft or any transportation device of any kind is strictly prohibited. No unregistered vehicle shall be kept on the property.**

29. Litter and trash must be placed in designated areas.

- a. All residents are requested to retain trash within their own unit if the trash container is already filled. This inconvenience should be for not more than one day at the most. It will help eliminate an eyesore, prevent trash from being scattered around the property, and remove an attraction for rodents.**
- b. Trash containers are for ordinary household trash and garbage only. Residents will not place unusually large items such as old furniture, packing crates and similar pieces in the trash bin area. Removal of these objects is the responsibility of the resident, NOT the trash removal company, nor MRCA.**

30. Residents are asked to report to the Association office any problems that they observe in the common element.

USE OF THE SWIMMING POOLS

- 31. Residents only are permitted to use the pools. Registered houseguests are welcome to use the pools.**
- 32. Private pool parties are not permitted.**
- 33. All rules posted by the Board of Directors at the swimming pools shall be strictly honored and enforced.**
- 34. All persons present at or near the swimming pools shall strictly honor the instructions of the Condominium staff and security personnel.**

VEHICLES

- 35. Privately owned automobiles, pickup trucks, and vans, regularly in use and incidental to the residential use of a resident (so long as such vehicles are used as the resident's primary means of transportation) may be parked only in a paved driveway or parking space specifically provided for the residents dwelling unit. Questions about parking, or parking availability, should be referred to the Property Manager.**
- 36. Carports are for the use by upper and middle units only.**
- 37. Reasonable speed limits must be maintained at all times. Continued complaints about reckless or speeding vehicles may result in more speed bumps throughout the property. Residents are urged to report dangerous or speeding vehicles to Security.**
- 38. Residents' vehicles must be registered with Security and must display a parking permit. Parking permits must correspond with the number of the resident's unit.**
- 39. Unregistered vehicles will not be granted parking permits. Vehicles without parking permits that continue to park on the property will be towed away at the owner's expense.**
- 40. Guests of residents must secure a visitor's pass from the Security gate for display with any rented or other vehicle to which they may have access.**

- 41. Repair or restoration of any vehicle of any kind is prohibited except for emergency repairs necessary to enable movement of the vehicle to a repair facility off Mahogany Run property.**
- 42. Vehicles without V. I. Registration will be removed from the property at the owners expense. MRCA will not be responsible for any loss or damage of such vehicle.**
- 43. Any vehicle evidencing fluid leaks (fuel, oil, transmission, radiator, etc.) CANNOT be parked on the Association's property.**

RESPONSIBILITY CHART FOR RESIDENTS

ITEM	UNIT OWNER	MRCA
Exterior Building		X
Roof Repairs		X
Gutters		X
Doors		X
Windows		X
Screens		X
Hurricane Shutters	X	
Carport Cleaning	X	
Groundskeeping		X
Ground Lights		X
Exterior Lights		X
Patios, except enclosed		X
Unit interior	X	
Owner's Appliances/equipment	X	
Utilities: Electric, Gas, Phone, Cable, Dish	X	
Water		X
Water Heater	X	
Trash Collection, except non-compactable items		X
Extermination		X
Exterior alterations (approval needed)		ACS
Modifications (approval needed)		ACS
Common Areas		X
Mail(MRCA does not deliver mail)	X	
Cleaning of Inner courtyard	X	

ANTENNA & DISH POLICY

ARTICLE V OF THE ARCHITECTURAL STANDARDS ALREADY PROHIBIT THE INSTALLATION OF ANTENNAS OF ANY KIND IN EITHER LIMITED OR COMMON AREAS.

IN THE INTEREST OF HARMONIOUS COMMUNITY LIVING AND TO ACCOMMODATE ALL RESIDENTS, CERTAIN EXCEPTIONS WILL BE MADE FOR RESIDENTS WHO NEED TO ACCESS FOREIGN BROADCASTS, AND CAN ONLY DO SO WITH AN ANTENNA OR A SATELLITE DISH.

ANTENNAS AND DISH INSTALLATION ARE SUBJECT TO PRIOR WRITTEN PERMISSION OF THE PROPERTY MANAGER.

RESTRICTIONS ON DISH SIZE WILL APPLY. ANTENNAS AND DISHES CANNOT BE INSTALLED ON THE BUILDING ROOF, OR THE EXTERIOR WALLS OF THE UNIT. ANTENNAS AND DISHES MAY BE INSTALLED IN SUCH A WAY THAT THEY ARE NOT OBJECTIONABLE TO OTHER RESIDENTS.

MRCA WILL DETERMINE PLACEMENT OF ANTENNAS AND DISHES ON A CASE-BY-CASE BASIS.

GARBAGE POLICY

MAHOGANY RUN CONDOMINIUM ASSOCIATION HAS CONTRACTED WITH A COMPANY TO PICK UP HOUSEHOLD TRASH FROM THE BINS PROVIDED IN FRONT OF EACH BUILDING.

THE PICK UP SCHEDULE IS MONDAY TO SATURDAY. THERE IS NO GARBAGE PICK UP ON SUNDAYS. WE ASK THAT RESIDENTS REFRAIN FROM PLACING THEIR GARBAGE BAGS OUTSIDE OF THE BINS. THIS WILL PREVENT CATS AND DOGS FROM TEARING THEM APART, CREATING UNSIGHTLY AND UNSANITARY CONDITIONS. SINCE THERE IS NO PICK UP ON SUNDAYS, WE ASK THAT MRCA RESIDENTS PLACE THEIR TRASH BAGS INTO THE BINS ON SUNDAY NIGHT OR EARLY MONDAY MORNING. WE ALSO ASK THAT YOU PROPERLY CLOSE THE LID AFTERWARDS.

THERE ARE CERTAIN RESTRICTIONS TO THE POLICY. MRCA DOES NOT CONTRACT TO PICK UP THE FOLLOWING ITEMS:

TIRES & RIMS	FURNITURE
BATTERIES	APPLIANCES
USED OIL	LARGE TOYS
MATTRESSES	

ANY LARGE BULKY ITEM THAT CANNOT BE COMPACTED.

THESE ITEMS SHOULD BE TAKEN DIRECTLY TO THE BOVONI LANDFILL OR THE BINS LOCATED EAST OF THE MAIN GATE. THE BINS ARE FOR THE EXCLUSIVE USE OF MRCA RESIDENTS.

GENERATOR POLICY

Before you decide to purchase and install a generator for your unit, you are encouraged to involve the other residents in your building and try to share the cost of a generator of sufficient capacity to cover the entire building. This will reduce the number of generators on the property, thereby reducing the noise associated with such units.

The following guidelines will prevent the illegal installation of generators, protect the environment and benefit the community as a whole. All expenses related to the generator installation must and will be borne by the owner.

1. Property Manager and Chief of Maintenance must approve the location where the unit is to be installed.
2. Generator cannot impede access to equipment located underneath the building, such as water pump, water meter, meter base, gas cylinders, etc.
3. Generator must be equipped with a silencing muffler and a sound attenuating enclosure. During operation, generator cannot generate more than 85 db of noise.
4. Any item displaced to facilitate the installation of the generator must be returned to its original location unless permission to do otherwise is given by the Chief of Maintenance.
5. Owner(s) of generator will have to comply with all local and federal laws pertaining to the operation of generator, including the Clean Air Act.
6. MRCA will not be responsible for the collection of and disposition of any used oil or fuel.
7. With the exception of the fuel tank connected to the generator, no storage of fuel or oil will be permitted underneath the building.
8. During the installation process, installer must keep in touch with the Chief of Maintenance.
9. Installation must comply with all appropriate NEC codes and WAPA regulations.

MAINTENANCE POLICY

OUR MAINTENANCE SCHEDULE IS MONDAY TO FRIDAY, 8:00 A.M. TO 5:00 P.M. AFTER HOURS, ON WEEKENDS AND HOLIDAYS, THE MAINTENANCE DEPARTMENT WILL ONLY HANDLE EMERGENCY REPAIRS. PRIORITY IS GIVEN TO WATER AND ELECTRICAL PROBLEMS. ALL OTHER REQUESTS WILL BE HANDLED ON THE NEXT BUSINESS DAY.

DURING NORMAL WORKING HOURS THE MRCA OFFICE HANDLES ALL MAINTENANCE REQUESTS. AFTER HOURS RESIDENTS SHOULD CALL THE MAIN SECURITY GATE, AND LEAVE THEIR NAME, TELEPHONE NUMBER, UNIT NUMBER AND NATURE OF THE PROBLEM. THE OFFICER ON DUTY WILL MAKE THE NECESSARY CONTACTS.

MAINTENANCE REQUESTS SHOULD COME FROM THE OWNER OR HIS/HER DESIGNATED AGENT. TENANTS ARE URGED TO CONTACT THEIR LANDLORD, WHO WILL THEN NOTIFY THE ASSOCIATION'S OFFICE, UNLESS IT IS AN EMERGENCY.

DO NOT CALL THE MAINTENANCE DEPARTMENT OR GIVE YOUR REQUEST TO A MAINTENANCE DEPARTMENT EMPLOYEE.

PAYMENT POLICY

FINANCIAL RESPONSIBILITY OF OWNERS

Payment in full for dues and other charges and services is due upon receipt of the statement. Owners are 100% responsible for the payment of their indebtedness to the Association.

Payments received in the Condominium office after 12 pm on the last business day of the month are considered late and will incur a late charge.

The Association's administration office will not accept any payment from tenants.

The Association will vigorously pursue the collection of delinquent accounts through all available means granted by its governing documents.

Note to delinquent owners: Article 15, section (a&b) of the Declarations state that all owners who are delinquent in the payment of their dues must be sent a letter informing them of their delinquency. A copy of said letter must also be sent to the mortgage holder. The mortgage holder's name and address will be listed on the delinquent letter.