

Sunset Marina Residences

COMPLETE RULES

RULES AND REGULATIONS FOR SUNSET MARINA RESIDENCES OF KEY WEST

The definitions contained in the Declaration of Condominium of Sunset Marina Residences of Key West, A Condominium (“Declaration”) are incorporated herein as part of these Rules and Regulations. All references to Owners in these rules shall also include residents.

1. The walkways, entrances, driveways, patios, terraces, porches, courts, corridors, stairways and ramps shall not be obstructed or used for any purpose other than ingress and egress to and from the building(s) and the other portions of Sunset Marina Residences of Key West.
2. The exterior of the Dwelling Units and all other areas appurtenant to a Dwelling Unit 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. All draperies, curtains, shades or other window or door coverings installed within a Dwelling Unit which are visible from the exterior of the Dwelling Unit or other portions of Sunset Marina Residences of Key West shall have a white or beige backing unless otherwise approved in writing by the Board.
3. No article, including but not limited to cloth, clothing, rugs or mops shall be hung or shaken from the doors, windows or balconies of the Dwelling Units or placed upon the outside window sills of the Dwelling Units without the prior consent of the Board. No bicycles shall be permitted on the balconies. No satellite dishes shall be permitted on any balconies or in any windows. The Association will provide an area on the roof of each building for the placement of satellite dishes by Owners. In no event shall any satellite dish have a diameter of more than twenty-four (24) inches. Any work or maintenance to be performed by an Owner on his/her satellite dish shall be performed under the supervision of the Association or maintenance personnel hired by the Association.
4. No personal articles shall be allowed to stand on any portion of the Common Elements.
5. No Owner shall make or permit any noises that will disturb or annoy the occupants of any of the Dwelling Units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Owners.
6. Each Owner shall keep such Dwelling 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.
7. Each Owner who plans to be absent from his Dwelling Unit during the hurricane season must prepare his Dwelling Unit prior to his departure by:
 - A) Removing all furniture, potted plants and other movable objects from his porch or patio, if any; and
 - B) Designating a responsible firm or individual satisfactory to the Association to care for his Dwelling Unit should the Dwelling Unit suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

8. All garbage and refuse from the Dwelling Units shall be wrapped in tied plastic bags and 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 made in accordance with the instructions given to the Owner by the Association.
9. Water closets and other water apparatus in the Dwelling 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 water closets or other apparatus shall be paid for by the Owner responsible for same.
10. No Owner shall request or cause any employee or agent of the Association to do any private business of the Owner, except as shall have been approved in writing by the Association.
11. The agents and employees of the Association and any contractor or workman authorized by the Association may enter any Dwelling 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 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.
12. No vehicle or other possessions belonging to an Owner or to a member of the family or guest, invitee or lessee of an Owner shall be positioned in such manner as to impede or prevent ready access to another Owner's parking space. The Owners, their family members, guests, invitees and lessees will obey the parking regulations posted in the parking areas and drives, and any other traffic regulations promulgated in the future, for the safety, comfort and convenience of the Owners.
13. Except in an emergency, an owner shall not cause or permit the blowing of any horn from any vehicle of which he, his family members, guests, invitees or lessees shall be occupants.
14. No Owner shall use or permit to be brought into the Dwelling Unit any flammable oils or fluids, such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed extra hazardous to life, limb or property, except as may be necessary in connection with a permitted use of a patio, if any.
15. No Owner shall be allowed to put a mail receptacle, name or street address on any portion of his Dwelling 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.
16. The Association may retain a passkey to each Dwelling Unit. If an Owner alters any lock or installs a new lock on any door leading into his Dwelling Unit, such Owner shall provide the Association with a key for the use of the Association and the Board.
17. Any damage to the Condominium Property or equipment of the Association caused by any Owner, family member, guest, invitee or lessee shall be repaired or replaced at the expense of such Owner.
18. Each Owner shall be held responsible for the actions of his family members, guests, invitees and lessees.
19. Food and beverage may not be prepared or consumed, except in the Dwelling Unit or in such other areas as may from time to time be designated by the Board. Grilling or barbecuing shall be permitted in those areas designated by the Association only.
20. Complaints regarding the management of the Condominium Property or regarding actions of other Owners shall be made in writing to the Association.
21. An Owner shall show no sign, advertisement or notice of any type on the Common Elements or in or upon his Dwelling Unit so as to be visible from the Common Elements, or any public way.
22. No Owner is permitted to keep a domestic pet, whether permanent or temporary, in his Dwelling Unit without the prior written permission of the Board. Such permission in one instance shall not be deemed to institute a blanket permission in any other instance and any such permission may be revoked at any time in the sole discretion of the Board. However, under no circumstances will Pit Bulls, German Shepherds, Rottweilers or Doberman Pinschers be permitted on any portion of Sunset Marina Residences of Key West. Any pet must be carried or kept on a leash when outside of a Dwelling Unit. No pet shall be kept on a leash when outside of a Dwelling Unit or on any balcony unless someone is present in the Dwelling Unit. An Owner shall immediately pick up and remove any solid waste deposited by his pet. The Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in Sunset Marina Residences of Key West. If a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner thereof must cause the problem to be corrected; or if it is not corrected, the Owner, upon written notice by the Association, will be required to remove the animal from the Condominium Property. No birds or exotic pets such as snakes and reptiles shall be permitted on any portion of Sunset Marina Residences of Key West.

23. No clothesline or other similar device shall be allowed on any portion of the Common Elements or balconies.
24. Except for Vessels docked within the Boat Slip Units, no boats, boat trailers, recreational vehicles, house trailers, motor homes, shall be placed, parked or stored within Sunset Marina Residences of Key West. No maintenance or repair shall be done upon or to any such vehicles. The Association shall have the right to authorize the towing away of any vehicles in violation of the foregoing with the costs to be borne by the owner or violator.
25. An Owner shall not install any screen doors, roll-ups, 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. Board approval, however, does not and shall not be construed to constitute approval or conformance with the county or city building codes. It shall be the responsibility of each Owner to check with all applicable governmental and quasi-governmental agencies and to obtain the appropriate permits prior to installation of any of the foregoing items.
26. No solicitation for any purpose shall be allowed without the prior written consent of the Board, which consent may be withheld at the Board's sole discretion; provided, however, the Board shall not unreasonably restrict any Owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in the Common Elements.
27. An Owner shall not install any floor covering in the Dwelling Unit other than carpeting (such as wood or tile) in any room other than the bathroom, kitchen/breakfast area or laundry/utility area or other than in a Dwelling Unit which does not have another Dwelling Unit below it, without the prior written approval of the Association. The Association may require that soundproofing insulation be placed under such alternate floor covering before installation. If an Owner installs alternate floor covering without the prior written consent of the Association or without the insulation required by the Association, then the Association shall have the right to cause such Owner to remove the alternate floor covering. Under no circumstances shall an Owner be permitted to install carpet on his/her balcony.
28. ALL PERSONS USING THE POOLS, BEACH AND OTHER RECREATIONAL FACILITIES DO SO AT THEIR OWN RISK.
29. The swimming pools may be used between the hours of 9:00 a.m. and 9:00 p.m. No children under the age of fourteen (14) shall use the pool after 6:00 p.m. unless accompanied by a person twenty-one (21) years of age or older.
30. Glass bottles or glass containers shall not be permitted in the pool areas.
31. The pools, beach and decks are to be left in clean condition for the mutual benefit of all.
32. Sand and tar must be removed from feet when leaving the beach to enter onto deck areas.
33. Chairs, tables and lounges in the pool areas may not be taken to the beach or any other areas.
34. Persons who wish to use the barbecues must make reservations in advance with the Association or manager retained by the Association. Those bringing food to these areas shall provide themselves with plastic bags for disposal of trash. The barbecue area shall be left in a clean condition for the mutual benefit of all.
35. Any Owner wishing to use the multi-purpose room in the clubhouse for a private party must make reservations in advance with the Association or manager retained by the Association. Those preparing or bringing food to the multi-purpose room or kitchen shall provide themselves with plastic bags for disposal of trash. The room and kitchen shall be left in a clean condition for the mutual benefit of all. The Association may require a security deposit for use of the multi-purpose room. If the Association has to hire a service to clean the kitchen or multi-purpose room or repair damages, as determined by the Board of Directors, any costs related to such cleaning or repair will be billed to the Owner sponsoring the party. The security deposit may be used for such purpose.
36. The procedure for enforcing these Rules and Regulations shall be as follows:
 - (a) **First Offense (1st Notice)** When the Association becomes aware of noncompliance of a rule or regulation by an Owner, family member, guest, invitee or lessee, it shall send a certified letter to the 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 (2nd Notice)** If a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Owner. The fine for a second offense may not exceed the

maximum amount permitted by the Act. Notice of a second violation shall be sent to the Owner by certified mail.

- (c) **Third Offense (3rd Notice)** If a third report that a violation has been repeated or has continued beyond the time specified within the second notice, the Owner may be charged a fine in an amount not to exceed the maximum amount permitted by the Act, following a determination in accordance with the procedures set forth in these Rules and Regulations.
- (d) **Fourth Offense** – For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the amount set forth in Section 718.303(3) of the Act.
- (e) **Exemptions** – Any 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.

37. An Owner who fails to timely pay any Assessment shall be charged a late charge by the Association for such late Assessment in an amount not to exceed the maximum amount permitted by the Act. Owners shall be responsible to pay all court costs and legal fees incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced. The Association may charge an administrative fee in addition to any interest charged in accordance with the Declaration in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the assessment for each delinquent assessment that the payment is late. Any payment received by the Association shall be applied first to any costs and reasonable attorney's fees incurred in collection, then to any interest accrued by the Association, then to any administrative late fee, and then to the delinquent assessment.

38. Before levying a fine against an Owner for failure to abide by any provision of the Declaration, the Bylaws or these Rules and Regulations, the Board shall:

- (a) Afford the Owner against whom the fine is sought to be levied an opportunity for hearing before a committee of other Owners ("Committee") appointed by the Board after reasonable notice of not less than fourteen (14) days. Said notice shall include:
 - (I) A statement of the date, time and place of the hearing;
 - (II) A statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have allegedly been violated; and
 - (III) A short and plain statement of the matters asserted by the Association.
- (b) Provide an opportunity to the Owner against whom the fine may be levied to respond, present evidence and provide written and oral argument to the Board and the Committee on all issues involved and shall have an opportunity to review, challenge and respond to any other material considered by the Association. If the Committee does not agree with the fine, the fine may not be levied.

39. Any consent or approval given under these Rules and Regulations by the Association shall be revocable at any time by the Board.

40. The Owners should refer to the Occupancy and Use Restrictions contained in Article 17 of the Declaration which are binding upon all Owners.

41. These Rules and Regulations may be modified, added to or repealed at any time by the Association.

42. With regard to meetings of the Board of Directors of the Association and meetings of the Members of the Association (collectively referred to herein as "Meetings"), the following rules shall apply:

- (a) **The Right of Owners to Speak at Meetings.** An Owner shall have the right to speak at a Meeting provided the Association has received a written request at least 48 hours in advance of the scheduled Meeting. The following restrictions shall apply:
 - (I) The Owner may speak at the start of the Meeting. The vote of the Board or the Members, as applicable, will not be taken until the Owner has spoken.
 - (II) The Owner may speak for no longer than three (3) minutes, unless the Board votes at the Meeting to extend the time allotted to the Owner.
 - (III) The Owner may speak only on matters specifically designated on the agenda.
 - (IV) The Owner may speak only once at a Meeting.
- (b) **The Right of Owners to Tape Record or Videotape Meetings.** An Owner shall have the right to tape record or videotape a Meeting provided the Association has received a written request at least 48 hours in advance of the scheduled Meeting. The following restrictions shall apply:
 - (I) The audio and/or video equipment and devices must not produce distracting sound or light emissions, nor may such equipment and devices require the use of electrical outlets.

- (II) The audio and/or video equipment must be assembled and placed in position in advance of the scheduled time for the commencement of the Meeting. Equipment may not be placed on the table where the Board is seated; a front row seat will be reserved for the Owner and a tripod may be set up, but only at a height which does not obstruct the line of sight from other seats in the meeting room.
- (III) The Owner videotaping or recording the Meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

By Resolution of the Board of Directors of Sunset Marina Residences of Key West Condominium Association, Inc.

ADDITIONAL RULES AND REGULATIONS

OF

SUNSET MARINA RESIDENCES OF KEY WEST CONDOMINIUM ASSOCIATION,

INC.

PERTAINING TO MARINA AREA

The following Rules and Regulations shall be applicable only to the Marina Area and anyone using the Marina Area in accordance with the terms of the Declaration of Condominium of Sunset Marina Residences of Key West, A Condominium ("Declaration"), but shall not be applicable to Developer or any portion(s) of the Marina Area owned by it with regard to Developer's activities in developing, managing, operating, selling or leasing any portion thereof. The definitions contained in the Declaration are incorporated herein as part of these Rules and Regulations.

1. The Marina Area shall be used solely and exclusively for Vessel mooring and for no other purposes whatsoever. Vessels may be chartered by their owners or the applicable lessee(s), but no activities relating to the charter of Vessels (including, without limitation, the embarking and disembarking of passengers) shall be conducted within the Marina Area. Only pleasure and leisure Vessels in seaworthy condition and under their own power, may be moored in the Boat Slip Units. All operators of Vessels shall observe all posted speed limits and other rules and all "rules of the road" when in Marina Area waters. Vessels shall at all times comply, and be operated in compliance, with all applicable Association, city, county, state and federal laws, rules and regulations pertaining to the operation and storage of watercraft.
2. No person shall be permitted to remain (ie: "liveaboard") on any Vessel moored within the Marina Area for any two (2) consecutive days or a total of seven (7) days within a thirty (30) day period.
3. Owners are solely responsible for the proper mooring of their Vessels and are required to maintain mooring lines in good condition and sufficiently strong to secure their Vessels at all times. All mooring lines shall be kept on the Vessel when not in use. Any special mooring rules or procedures issued by the Association shall be complied with at all times. No Owner may install a boat lift for the dry storage of Vessels, nor shall dry storage of Vessels be permitted by any other means whatsoever. In the event a Boat Slip Unit Owner or his/her lessee does not properly moor his/her Vessel, the Association (or its agent) may (but shall not be obligated to) secure it and charge the cost thereof to the Boat Slip Unit Owner.
4. No Vessel shall be moored in any finger pier in such manner that any portion of the Vessel (including, but not limited to, any appurtenances thereto) protrudes more than (5) five feet beyond the perimeter of the Boat Slip Unit(s) within which such Vessel is moored. No Vessel shall be permitted in any parallel (T-slip) Boat Slip Unit(s) unless such Vessel can be moored in a manner such that it does not protrude more than five (5) feet beyond the back end of the Boat Slip Unit (including, but not limited to, any appurtenances thereto) or the perimeter of the Boat Slip Unit(s). Boats on the T-Heads must allow (2 1/2) two and one half feet between boats moored on the T-heads. No portion of any Vessel (including any appurtenances thereto) shall protrude over the dock. RAFTING of boats on the T- Heads is PROHIBITED per adopted rule on 05/29/2018
5. During hurricanes and other high velocity wind threats, each Boat Slip Unit Owner shall be responsible for following all safety precautions that may be issued or recommended by the National Hurricane Center, National Weather Service, U.S. Coast

- Guard, the Association or any other applicable agency. If any Boat Slip Unit Owner's Vessel sinks as a result of a storm, or for any other reason, the Boat Slip Unit Owner must remove the sunken Vessel from the Marina Area immediately after the occurrence of such event and, if not so removed within three (3) days after the sinking, the Association may (but shall not be obligated to) remove same and impose a special assessment in the manner provided for elsewhere herein against the Boat Slip Unit Owner for the cost of said removal. Each Boat Slip Unit Owner shall be deemed to automatically agree to indemnify and hold harmless the Association, its agents, employees and designees from any and all loss, expense or damage incurred in connection with the exercise or non-exercise of the Associations rights under these Rules and Regulations including, but not limited to, any expense or damage caused by exercise of its rights with regard to a Vessel of a lessee or invitee of a Boat Slip Unit Owner. If a Boat Slip Unit Owner plans to be absent during the hurricane season, such Boat Slip Unit Owner must: (i) prepare his Boat Slip Unit and secure or remove, as appropriate, his Vessel prior to his departure in accordance with the standards established by the U.S. Coast Guard, or any other governmental or quasi-governmental entity having jurisdiction, and/or the Board of Directors of the Association (or in the absence thereof, with all due care); and, if his Vessel is not removed, such Owner must: (ii) designate a responsible firm or individual to care for his Boat Slip Unit and Vessel or remove his Vessel should there be a hurricane or other storm requiring such removal in accordance with the foregoing, and provide such firm or individual with keys to his Vessel, and furnish the Association with the name(s), address and telephone number of such firm or individual. Such firm or individual shall be subject to the approval of the Association. The Boat Slip Unit Owner shall be liable for any and all damages caused to the Common Elements, Limited Common Elements or to the Boat Slip Unit(s), Vessel(s), or other property of other Boat Slip Unit Owners or guests or lessees of such Boat Slip Unit Owner for such Boat Slip Unit Owner's (or his guests or lessee's) improper preparation or failure of removal, as the case may be, of his Boat Slip Unit and Vessel, as applicable, for hurricanes and other storms. Notwithstanding anything contained herein to the contrary, the Association may also levy fines in accordance with the applicable rules and regulations, if any, if the Boat Slip Unit Owner or guests or lessees of the Boat Slip Unit Owner fails to abide by the provisions of this Paragraph. Notwithstanding the right of the Association to enforce the foregoing requirements, the Association shall not be liable to any Boat Slip Unit Owner or other person or entity for any damage to persons or property caused by a Boat Slip Unit Owner's failure to comply with such requirements.
6. No nuisances shall be allowed in the Marina Area, nor shall any use be allowed which is an unreasonable source of annoyance to other Boat Slip Unit Owners or Dwelling Unit Owners or which interferes with the peaceful and proper use of the Marina Area as a mooring facility. No activity shall be allowed in the Marina Area which is an unreasonable source of noise between the hours of 11:00 p.m. and 4:00 a.m.
 7. No improper, offensive, hazardous or unlawful use shall be made of the Marina Area or any part thereof, and all laws, zoning ordinances and regulations of all governmental or quasi-governmental authorities having jurisdiction thereover shall be observed.
 8. No Boat Slip Unit Owner shall erect or maintain any fence or other barrier, or other structure or improvement on any portion of the Marina Area without the prior written approval of the Association.
 9. No open fires shall be permitted on any Vessel, or anywhere within the Marina Area, except with a device which has received the prior written approval of the Association and except in such areas as may be approved for such use by the Board of Directors. No charcoal, starting fluids or similarly used substances shall be kept in any portion of the Marina Area.
 10. No fish or other marine life of any kind shall be cleaned, prepared or processed in any manner on any Vessel, the Marina Area or Common Elements except in those portions of the Common Elements specifically designated for such use by the Board of Directors.
 11. The Association shall have the right to inspect any Vessel in the Marina Area to determine its seaworthiness, appearance, cleanliness and compliance with all applicable city, county, U.S. Coast Guard, state and federal fire, safety and other regulations. The Association shall have the right (but shall not be required) to remove any Vessel from the Marina Area which fails to comply with said regulations. Each Boat Slip Unit Owner shall be deemed to automatically agree to indemnify and hold harmless the Association, its agents, employees and designees from and against any and all loss, expense or damage incurred in connection with the exercise or non-exercise of the Association's right hereunder.
 12. No sign of any kind shall be displayed to the public view on the Marina Area without the prior written consent of the Association, except for lettering, registration numbers, flags and other displays customarily found on recreational watercraft.
 13. Only the Developer or the Association may conduct any dredging operations within the Marina Area.

14. No pets or other animals shall be permitted in or about the Marina Area except for the purpose of embarking on or disembarking from Vessels. All pets brought into the Marina Area shall be leashed (when not on a Vessel) and attended at all times and shall only be allowed in areas designated by the Association. Pets cannot be left on any Vessel unless the Boat Slip Unit Owner or owner of such Vessel is present on the Vessel. All pets are also subject to restrictions set forth in the Rules and Regulations for the Condominium.
15. No improvement of any nature shall be erected, placed or altered on the Marina Area including, but not limited to, any water areas therein, except by Developer and the Association. Any change in the exterior appearance of any piling, pier or bulkhead or other structure or improvements, and any change in the appearance of the landscaping, shall be accomplished only by the Association. The Association shall have the power to promulgate additional rules and regulations in such regard as it deems necessary to carry out the provisions and intent of these Rules and Regulations. Without limiting the generality of language previously set forth in these Rules and Regulations, the foregoing provisions shall not be applicable to Developer or to construction, sales, management or other activities conducted by Developer.
16. No Vessel shall be stored or parked on any portion of the Marina Area, except that each Boat Slip Unit Owner may moor a Vessel(s) in his Boat Slip Unit. Notwithstanding the foregoing, a Vessel may be moored in any guest space(s) which may be designated by Developer and as may be permitted by any rule adopted by the Board of Directors of the Association. Any Vessel moored, parked or stored in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted and in accordance with applicable laws and ordinances may be removed by the Association (but the Association shall not be required to do so) at the sole expense of the owner of such Vessel. The Association shall not be liable to the Boat Slip Unit Owner (or the owner of any Vessel) for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such lawful removal.
17. No garbage, refuse, trash or rubbish shall be deposited except in trash cans designated for Boat Slip Units. Boat Slip Unit Owners, their lessees and invitees shall not deposit any such trash in areas designated for Dwelling Unit Owners. The requirements from time to time of the City of Key West, Florida or other applicable jurisdiction or entity for disposal or collection of solid waste shall be followed. The equipment, trash bins or trash cans for the storage or disposal of such material shall be provided by the Association at various locations in the Marina Area. The Association shall be responsible for keeping the equipment in a clean and sanitary condition and for disposing of all garbage, refuse, trash or rubbish in compliance with all applicable requirements. The costs of the foregoing shall be a Common Expense.
18. Each Vessel must have such sanitary equipment on board as is required by all applicable federal, state and local authorities. No Vessel shall be deemed to be in compliance with these Rules and Regulations if such equipment is not fully operational or if such equipment such as a holding tank or approved marine sanitary system is bypassed or altered contrary to such requirements. The Association shall have the right to board a Vessel upon reasonable notice to inspect same for compliance with these Rules and Regulations. Each owner of a Vessel, as often as necessary, shall be responsible for pumping out and discharging all sewage contained in such holding tank into the on-site sanitary sewer system (pump-out station) or other similar facility. In no event whatsoever may the owner of a Vessel discharge sewage or any other substance (other than the bilge water) into the waters of the Marina Area. **[CLIENT TO PROVIDE ADDITIONAL LANGUAGE]**
19. Boat Slip Units shall be used for the mooring of Vessels only. Any lease of a Boat Slip Unit shall be made in accordance with the Condominium Documents. No trade, business, profession or other type of commercial activity may be conducted in any Boat Slip Unit or the Marina Area. Nothing contained herein shall be construed to prohibit Vessels used for charter from coming within the Marina Area, provided no activities pertaining to such charter are conducted within the Marina Area, as more specifically set forth in Paragraph 1 of these Rules and Regulations.
20. A Boat Slip Unit Owner shall not permit or suffer anything to be done or kept in his Boat Slip Unit which will increase the insurance rates of his Boat Slip Unit, the Common Elements or any portion of the Condominium or which will obstruct or interfere with the rights of other Boat Slip Unit Owners, Dwelling Unit Owners or other owners of Boat Slip Units or Dwelling Units in the Condominium.
21. No children under the age of twelve (12) years of age are allowed within the Marina Area unless accompanied by an adult.
22. Fishing from the Marina Area is prohibited.

23. No boarding of Vessels within the Marina Area is permitted without the permission of the owner thereof except as provided in these Rules and Regulations or in case of an emergency in which case the Association and/or its representatives can board the Vessel.
24. No swimming is permitted within the Marina Area except in areas designated by the Association.
25. No lounge chairs, food or drink is allowed within the Marina Area other than on Vessels docked within a Boat Slip Unit.
26. The Association shall not be liable for loss of or damage to any property left or stored by a Boat Slip Unit Owner, its lessees and invitees or owner of a Vessel or any other person in or upon the Vessel or the Marina Area. All Boat Slip Unit Owners, their lessees and invitees or owner of a Vessel shall be deemed to automatically agree to indemnify and hold harmless the Association, its agents, employees and designees from and against any and all loss, expense or damage incurred in connection with any such claims.
27. All Boat Slip Unit Owners and owners of Vessels shall carry adequate hull, fire and theft liability insurance on their Vessels.
28. Maintenance or repair activities requiring removing of a Vessel from the water or removal of any major portions of the Vessel, including the engine, for purposes of routine repair or maintenance on site, shall be prohibited, except where removal is necessitated by emergency conditions which have resulted or can result in the sinking of a Vessel. Specifically prohibited shall be any discharges of oils or greases associated with engine and hydraulic repairs, and the discharge and release of metal-based bottom paints associated with hull scraping, cleaning and painting. Minor repairs and boat maintenance that cannot cause or contribute to the release of water pollutants performed by Boat Slip Unit Owners or qualified marine service personnel, shall be permitted.
29. The Marina Area shall be operated consistent with the Clean Marina Best Management Practices adopted by the Department of Environmental Protection to reduce, eliminate or control sources of pollution.
30. No personal watercraft (defined as a shallow draft, jet drive watercraft in which the operator sits, kneels or stands on the craft as opposed to inside the craft) shall be permitted to be used, rented, docked or launched in the Marina Area nor shall any other water dependent activity which are determined to have a demonstrative negative impact on the marine environment be permitted.
31. All Owners shall comply with Hurricane Evacuation Procedures as set forth in the condominium documents.

By Resolution of the Board of Directors of Sunset Marina Residences of Key West Condominium Association, Inc.

