

RULES AND REGULATIONS
(Effective April 22, 2019)

GENERAL RULES

1. Exterior Appearance

No unit owner shall cause or permit any alteration to be made in the exterior appearance of the Condominium property except with approval of the Association Board of Directors.

This includes, but is not limited to, exterior lights, signs of any variety and antennas.

Real or artificial plants are permitted when displayed in moderation and with consideration for one's neighbors. Decorative furniture which blends with the building is permitted - again in moderation and with consideration for one's neighbors.

Trash or garbage may not be left outside the unit before taking it to the dumpster. This is unsightly and could be hazardous. No impediment shall be placed on walkways.

2. Dumpsters - Sanitation

All loose trash shall be wrapped securely in water-proof garbage bags to eliminate any falling apart during flight to the dumpster. Always close lid after dumping trash to discourage animals. Fold cardboard cartons to save space.

3. Laundry

No clothes, sheets, blankets, towels, or other articles shall be hung from clotheslines, clothes racks, or over fences, or otherwise exposed on any part of the common elements or limited common elements. This also is interpreted to mean that no towels or clothing shall be hung from railings or elsewhere in the common elements or limited common elements so as to be visible from the building exterior.

4. Apartment Door Locks

The association or its agent reserves the irrevocable right of access to each unit during reasonable hours when necessary for maintenance or emergencies. Screen doors must be left unlocked when no one is at home.

5. Noise

In order to insure your own comfort and that of your neighbors, radios, recording amplifiers, and television receivers must be turned to minimum volume when used on open porches, on boats, or a pool, or when used inside a unit when the doors/windows are open. This is especially important between the hours of 11:00PM and 6:00AM. No electronic device or apparatus which causes interference with television or radio reception in other units shall be used or maintained.

It is suggested that courtesy prevail. Loud conversation, saying good-night to departing guests on balconies and in common elements should be avoided.

Gunning of automobile engines, sounding of horns, and rapid acceleration of cars from parking areas or roads within the condominium is strictly prohibited. Hard floor covering materials, (tile, slate, etc.) may create or emit noise to neighboring units; therefore all hard floor material must have Board of Director approval, and sound proofing installed.

6. Vehicles

All vehicles must be parked in designated parking areas. Each unit is authorized two parking spaces in the garage. No commercial vehicles, commercial trucks, commercial vans, campers, motorcycles, motor homes or other recreational vehicles are permitted on premises except to load or unload, or otherwise while providing service to a unit owner or the Association. A commercial vehicle or van is one with commercial markings or which otherwise is evidently used for commercial purposes.

Also, no vehicle may be parked on the condominium property which is inoperable, or which is not currently licensed for use on the highways, or which, in the opinion of the Board of Directors is so deteriorated as to be unsightly. No vehicle which leaks oil may be parked on the condominium property.

No vehicle may be parked in Mariners Cove unless the vehicle belongs to a unit owner or guest while the guest is in Mariners Cove.

Car washing of personal vehicles is permitted in garages when done with discretion and in deference to others and in accordance with water use regulations. A shut-off valve or nozzle should be used on hose.

Drivers may not exceed 15 miles per hour on condominium roads. Take extra care when entering and exiting garages.

Auto repairing is prohibited, except for limited maintenance i.e., checking oil, water, accessories, over a short period of time.

7. Safety

Children are not to play in entrances, stairways, parking areas, roadways or docks. They are not to interfere with the normal operation of the elevators.

Toys, bicycles, swimming pool floats, sports equipment, barbecues, etc., may not be used or stored on building walkways or in any place that will be unsightly or represent an interference with pedestrian traffic. Bicycles may be parked in the owner's garage parking space as long as they do not interfere with vehicles of others or in any way impede traffic.

Barbecues represent a clear fire hazard and may not be used on porches or building walkways. Barbecues may be used in designated areas only.

No one shall permit any activity or keep anything in a condominium unit, storage area or common elements which would constitute a fire hazard or in any way tend to increase rates.

8. Animals

Dogs, cats or other household pets may be kept within units provided they are not kept, bred or maintained for any commercial purpose, or in numbers deemed unreasonable. When on or in common element property, pets must be on a leash no longer than six feet. No one may keep a dog which annoys residents by unreasonable or continuous barking. Pets are not allowed in recreation areas. Each owner is responsible for immediately cleaning up after his or her pet.

9. Boats and Boat Trailers

No boats or boat trailers may be stored or parked in a garage area or anywhere else on condominium property.

10. Garage Storage Lockers

No items may be stored on top of or adjacent to garage lockers. All storage doors shall be kept latched or locked, except while in use. Gasoline or other volatile solvents may not be stored in garage lockers.

11. Hurricane Season

Hurricane season is defined as June 1st through November 30th. During this period, residents who will be away more than one week are required to remove or secure all items from around their front door and common landing areas. For example: furniture, ornaments, wreaths, plants, etc.

Beginning with the hurricane season of 2006 (June 1, 2006), if it is necessary for Mariner's Cove to remove items prior to a storm, residents can expect to reimburse expenses which could be in the range of \$100.

RULES FOR BOATS, BOAT SLIPS AND DOCKS

1. Maintenance

Each unit owner shall be responsible for keeping his or her boat, boat slip, and dock or dockside area in a clean, neat and attractive condition.

Unit owners shall not cause or permit debris or other matter that may be unsightly or create an unsafe condition to accumulate on the dock or on the dockside area. This includes, but is not limited to chairs, tables, dinghies, etc.

No unit owner shall cause or permit trash to be thrown into the canals or other waterways adjoining the condominium. No boat owner shall cause or permit the flushing or dumping of sewage or sewage holding tanks into the canals or waterways.

2. Use of Boat Slips

Boat slips shall be used for the mooring of pleasure boats only. Boats must be seaworthy. More than one boat may be moored in a single slip if same does not interfere with boating traffic on the canal, or use of neighboring slip, or does not constitute a safety hazard or create an unsightly condition.

Boats moored in slips shall not be used as live aboard boats. However, overnight stays on boats in boat slips within the condominium are permitted.

Boats must be in slips. No portable dock, floating dock, elevator, personal water craft (PWC) lifts or lifts other than described below are allowed. Only one lift per slip and one boat per lift is allowed.

3. Boat Lifts

Only beamless model boat lifts, as defined by industry standards, are allowed. Beamless model lifts minimize the impact of resident's views and maintain the visual amenity of our property for all unit owners. Independent catwalks, parallel to each side of the boat, are

normally restricted to 24" or less unless design or other circumstances necessitate otherwise. Platform lifts are permitted.

Beamless lifts may be installed in owner slip at full expense of the owner to include all direct and indirect costs associated with their installation and system life maintenance.

No roofs or canopies atop lift are allowed.

Installed lifts will become Limited Common Elements of Mariners Cove. The Board of Directors, Dock Master and staff will have the right to access lift areas to provide inspections and to assess any emergencies. The Board may contract for repairs in the event of an emergency. All costs for emergency repairs will be borne by the Resident Lift Owner.

Upon application and subsequent preliminary approval of the Board, the resident owner will deposit the standard Alteration/Renovation refundable fee of \$500. The Board will retain the deposit until all work is completed and inspected by the Board and will be returned upon successful completion of the work and cleanup or restoration of damaged property made as required.

The resident unit owner will be responsible for maintaining the lift in an operable condition and insuring that the visual impact of the lift is maintained in proper condition. He/she is responsible for any and all costs of repairs, maintenance, and removal of the lift (if desired or necessary). The Board of Directors, following notice to the owner of needed work to the lift, allowing a reasonable period of time for the repairs to be made, may contract for the necessary repairs or removal of the lift. All costs will be borne by the resident unit owner.

Should existing pilings need to be replaced for the construction of the lift, the new pilings must be visually compatible with the surrounding pilings and will become the property of the community while still falling under the financial and repair obligation of the resident boat lift owner.

All beamless boat lifts must be fully insured by the resident unit owner. Insurance must include both liability/damage and coverage for existing pilings, piers, and decking should damage to surroundings occur as a result of the resident boat lift or boat on the lift.

Indemnity Insurance must be provided holding Mariners Cove harmless for any damages incurred by the resident lift owner.

Upon sale of a unit containing a boat lift, the resident unit owner must provide a signed Affidavit/Agreement between seller/owner for acceptance of all lift requirements going forward. (Document to be provided by Board).

During normal weather and tide conditions, boats should not be raised higher than the bottom of the keel level with the dock decking. Boats placed on lifts shall not exceed the designed capacity of the lift.

3. Boat and Boat Lift Repairs

Boat owners may perform minor routine maintenance and repairs, provided same are conducted in a quiet and orderly fashion and, at times, as not to unreasonably annoy other boat owners or residents of nearby buildings.

4. Application Process

Applications for installation of a beamless boat lift must be submitted to the Board. Upon

application, the Board will submit to the Dock Master for review and recommendation.

The application must include:

A. A picture of the beamless lift to be installed along with a copy of the proposed contract for the lift to be acquired from the Vender.

B. A copy of the installation contract for the lift by the Certified Contractor performing the work detailing:

1.) A detailed dimensional drawing of the existing pilings that will be used, along with the dimensions of any new pilings that will be installed and/or any existing pilings that will be removed.

2.) Pilings used for the boat lift may not exceed 6 feet high above the level of the dock decking unless necessitated by the boat lift design. The contract must include detailed drawings that will identify maximum height that the boat may be raised, maximum heights of any guide poles and pilings, height of the boat providing sufficient depth to the bottom of the canal, and height of the boat that provides safety for normal tide levels.

3.) The required measurements noted above must include visual drawings and measurements related to the existing piers and seawall.

4.) The boat weight capacity of the lift to be installed

5.) The piling contractor must attest that all added pilings are designed to safely sustain the imposed loads for the load rating of the proposed lift. Added pilings are also subject to the Association's adding piling policy, Aug 8, 2006.

C. A description of the work being performed by the Certified Electrician, along with a description of all electrical components or additions to the existing electrical boxes and Pedestals. Since the recommended electrical install may necessitate the removal and relocation of the current pavers adjoining the boat slip, a discussion of who and how it will need to be accomplished is also required. Installation of control boxes and motors shall not obstruct dock decking or walk ways.

D. A scheduled timeline for the total project duration. During construction/installation, resident unit owner or representative must be present.

E. Resident Owner shall deposit with the Association a copy of the Installation Drawing and Owners Maintenance Manual. All routine maintenance as recommended by the lift manufacturer must be carried out by the owner.

Following the Board of Directors preliminary approval, owner must obtain all required state, county or local permits and present them to the Board for final approval prior to any work being done. Final approval is subject to the review and acceptance by the Board of the completeness and specificity of the permits presented by the owner.

5. Noise

Nothing shall be done in or about a boat moored in a boat slip or a dock which causes or creates a noise of unreasonable duration or intensity as to annoy the other residents. Sailboat halyards must be anchored or fastened securely.

6. Guest Boats

Guest (non-resident) boats shall not be permitted to use vacant slips at Mariner's Cove while the area is either under a tropical storm warning or watch or a hurricane warning or watch, or during an active storm.

Unit owners may not rent, lease or loan mooring space in boat slips to those not owners or residents. Boats belonging to guests of owners or residents may be moored within the condominium during the guest's visitation only while the owner or resident lesser is in residence, in accordance with the regulations adopted by the association. Owner is responsible for any damage caused during the visitation of a guest boat.

A boat slip pool may be established for guest boats, such pool to be comprised of slips appurtenant to units whose owners or occupants do not have boats. If a boat slip pool is created, a reasonable fee of \$10.00 per 24 hours shall be charged the captain of the guest boat or his host, and paid to the owner of the unit to which the slip is appurtenant. Transient guest limit is a maximum of 3 days a month, beyond that, non-resident use of the docks is prohibited.

7. Registration

Each boat owner shall register with the Association the registration number, name, type and length of each boat owned by the unit owner. Further, each guest boat's registration number, name, type, length, its captain and his address, and the name of the unit owner sponsoring such guest boat shall be registered with the Association. Each slip rented to a unit owner or resident shall be registered with the Association as to boat's registration number, type, length, name, its captain and his address and the name of the unit owner renting the slip.

8. Responsibility

Each unit owner who sponsors a guest boat shall be responsible to the Association for the fees charged to the guest boat and any damage caused by such boats or its occupants.

9. Boat Length

Boat lengths are determined using LOA (length overall measured from the stern of the vessel down the centerline of the hull to the tip of the bow). The maximum length permitted per mooring slip is determined by the condominium documents for the small and middle canals, and by the third canal document provided to all residents. Vessels are expected to be in compliance with these rules.

LANDSCAPING RULES

1. Suggestions or requests by unit owners regarding Grounds care shall be made through the Grounds Chairman/Committee.
2. Any additional plantings by individual owners in the common areas must receive written approval from the Grounds Chairman/Committee and the Board of Directors.

TENNIS RULES

1. A sign-up sheet is provided at the west gazebo. Reservations may be made no longer than 72 hours in advance. Consecutive reservations may not be made by a person in the same party. Remove your name from the sign-up sheet if you cannot honor your reservation.
2. Singles or doubles limited to 1 1/2 hours. If courts are not in use, play may continue until party holding adjacent reservation appears.

3. Player must be in proper tennis attire (Tennis shoes, shorts, slacks, skirts).
4. Non-resident guests must be accompanied by a resident, as defined above, who must remain during play.

SWIMMING POOL RULES

1. All persons using pool do so at their own risk.
2. All persons must shower before using pool and remove suntan oil.
3. Children under 12 years of age are not permitted at or in the pool unless accompanied by an adult. The adult must remain at the pool as long as the child is there.
4. Children not toilet-trained are not permitted in the pool.
5. Pets are not permitted in the pool area.
6. Non-breakable containers must be used for food, drinks, lotions, etc.
7. You must be sixteen (16) years of age to use Jacuzzi.
8. Food and beverages must be kept at the tables, well away from pool edge. If food is served, user must leave area in a clean condition.
9. Guests, renters, and loaners must comply with swimming pool rules; the owner/host is responsible in case of non-compliance.
10. Running and shouting prohibited. Any radios must be kept at a low volume level.
11. Last person leaving pool area please close umbrellas.
12. Non-resident guests must be accompanied by a resident. (A resident is defined as a unit owner, renter, or loaner, or any member of their immediate family 14 years of age or older who is spending the night in a unit at Mariner's Cove).

RENTAL AND/OR RESALE PROCEDURES

1. Owners, or their agents, intending to sell or rent a unit must obtain from the Association a rental/sale application form. The form is to be completed and along with an investigating fee of \$125, returned to the Board of Directors or their agent at least fourteen (14) days prior to the desired occupancy. The Board's agent will conduct the investigation, obtain the Board of Directors approval or disapproval, and notify the prospective purchaser or renter and the owner accordingly. No fee will be charged for subsequent rental to the same party.
2. A copy of the executed application shall be furnished to the Board of Directors.
3. Prospective renters or new owners may not occupy the unit prior to the completion of all approval requirements.
4. The rental of a unit is restricted to a period of not less than ninety (90) days and no more than three (3) times within a 12 month period. Renters may not sublet units nor allow guests to use

them in the renter's absence.

5. Under all circumstances of non-owner use of units, owners are responsible for notifying the association, in advance, of the time of arrival and departure and of the identity of the occupants.
6. When a unit is leased, the tenant shall have the right to use all common elements and facilities, and the unit owner shall not have such rights.
7. Owner shall provide to the renter a copy of the Association's Rules and Regulations. Violation of said Rules and Regulations may result in fines against the unit owner and/or revocation of approval to rent.
8. Owner shall be responsible for instructing renter as to use of the security and gate entry systems.
9. Short-term rentals, six months duration or less, are subject to Manatee County Resort Tax. Owners or their agents shall be responsible for filing and remitting same to the proper authorities.
10. Owners are reminded that the posting of real estate signs on the grounds or in the unit is prohibited.

RULES FOR MAINTENANCE/ALTERATION OF UNITS

THESE RULES ARE DESIGNED:

- To protect our property from damage
- To preserve the tranquility of our complex
- To insure that maintenance / alteration projects are started and finished in a timely, neat and legal manner

It is the owner's responsibility to review these with contractors to insure compliance.

1. All projects must comply with Florida Condominium Act 718, Manatee County Building Code and Mariners Cove Documents. All require Board approval. Installation of hurricane shutters, heat pumps +/- lanai enclosures have specific Mariners Cove requirements. Projects involving structural, electrical and / or plumbing changes require, additionally, employing licensed contractors, the utilization of county permits and the prominent display of same.
2. All alteration/renovation work must be approved by the Board. Applications for approval must be submitted on the Alteration/Renovation Application provided by the Association. Applications must be submitted not less than 30 days prior to the anticipated start date.
3. Working hours / moving materials shall be confined to 8 a.m. to 5:30 p.m. Monday through Saturday. Work evoking no noise may be conducted at other times. No work may be conducted on New Year's Day, Christmas or Sunday. Neither profanity nor yelling is acceptable. Work must be conducted with minimal noise from radio, TV, etc. Workers / their families may not use pools, courts, docks or spa.
4. During projects the owner (or owners designate with the authority to resolve issues) must be

on-call to Board member / Building chair.

5. Construction vehicles cannot obstruct traffic. They must use guest parking or applicable unit owner's space but must use no other blacktop. Garage area is not to be used for construction, long-term storage of appliances, materiel
6. The unit owner's responsibility EVERY DAY is to insure: - that every surface (elevator, lobby, stairway, steps, walkway, garage, blacktop, grounds, etc.) be protected, - that workers leave Mariners Cove clean, -that master faucet be turned off, hazardous material removed, all equipment disconnected. Unit-owner-provided-dumpsters require Board approval for placement / timely disposal. Liquid / solid debris must be placed in owner-provided-dumpsters or off-premises, NOT on our grounds, NOT in our green can dumpsters, NOT in surrounding bodies of water.
7. It is the Board's policy not to approve the installation of wood laminate floors in second story units. The installation of any hard floor material there requires Board approval and is subject to the installation of ¼ inch-thick cork noise-barrier at a minimum on floors and steps.
8. Damage or defacement of our property caused by project or delivery personnel - must be immediately cleaned / corrected by them. If neither is promptly accomplished, the Association shall do so and the unit owner billed for costs incurred.
9. Unit owners who fail to comply with these rules, after due warning, are subject to punitive Board action as specified in current Florida Law.
10. To preclude unplanned water intrusion, the Board suggests:
 1. Reinforced hoses for washing machines.
 2. Replacing hot water heaters every 8 years.
 3. Frequent inspection of air conditioner hoses for obstruction.