

GUEST RULES & REGULATIONS POLICY

The Rules and Regulations Policy ("*R&R Policy*"), promulgated by Magnolia PRC, LLC, a Florida limited liability company ("*Developer*"), representing the Magnolia Private Residence Club Condominium Association, Inc., will govern the reservation, use and occupancy of the residences within Magnolia Private Residence Club ("*Club*"), together with the contents thereof, including all Condominium Property, as well as the Common Elements of the *Club* including the Gym, Spa, and Pool.

Guest refers to an individual, with respective family and friends, which occupies a residence for a limited duration based on a seasonal rate.

Failure of a *Guest* to comply with the provisions of the *R&R Policy* will entitle the *Developer* to pursue any and all legal and equitable remedies for the enforcement of such provisions, including but not limited to an action for damages, an action for injunctive relief or an action for declaratory judgment. The *R&R Policy* will apply to and be binding upon all *Guests*.

The *Developer* reserves the right to alter these reservation policies and procedures from time to time in whatever manner the *Developer* considers to be in the collective best interests of the members as a whole, under the *Developer's* sole and absolute discretion. All provisions herein apply to *Guest* and not to *Developer*.



**ARTICLE I
GUEST RESERVATION PROCEDURES**

The *Guests* making the reservation must be twenty-five (25) years of age or older and must occupy the residence the entire term of the reservation. *Guests* under twenty-five (25) years of age are prohibited unless accompanied by parent or legal guardian. Restrictions may apply regarding the number of people that may accompany a parent or legal guardian. Additional restrictions may apply during the spring break vacation period. Chaperoned groups are prohibited unless prior approval is given by the *Developer*.

1. **Payments:** All payments must be in U.S. Dollars. Visa®, MasterCard®, American Express® and Discover® credit cards are accepted. Other acceptable methods of payment include personal check, traveler's check, cashier's check, or certified check.

Checks: There will be a \$25.⁰⁰ handling fee for all returned checks. All checks must be received at least thirty (30) days prior to arrival to be an approved method of payment for booking.

Makes checks payable to:

Magnolia Private Residence Club
8377 East County Hwy 30-A
Seacrest Beach, FL 32413

2. **Booking Procedures:** All reservation requests will be booked as quickly as is reasonably possible. A valid credit card will be required at time of booking.

Final rental payment is due in full thirty (30) days prior to arrival. If reservation is booked more than thirty (30) days from the arrival date, a \$500.⁰⁰ dollar booking deposit is required.

All rentals include a security deposit of \$500.⁰⁰ dollars to cover incidentals and damage to the residence. The security deposit, less incidentals, will be refunded on departure. If incidental charges exceed the security deposit, *Guest* forfeits all refunds; in addition, *Developer* may pursue additional damages and fees associated with incidentals.

THE CREDIT CARD USED TO BOOK THE RESERVATION MUST BE PRESENT UPON ARRIVAL.

3. **Confirmations:** All confirmations for reservation should be received via email by *Guest* within seven (7) days of receiving the reservation validation, then again at least seven (7) days prior to arrival. It is the sole responsibility of the *Guest* to ensure they receive all confirmations; so as no communication issue arises from technical difficulties outside *Developer's* ability to control or confirm. Verbal confirmations do not guarantee or confirm a *Guest* reservation.
4. **Arrival and Departure:** Unless and until changed by the *Developer*, arrival time will be no earlier than 4:00PM (1600 hours) on the first day of a *Guest's* reserved arrival. Each *Guest* must vacate and remove all personal belongings from the assigned residence no later than 10:00AM (1000 hours) on the last day of their reservation. The six (6) hour period between departure and arrival of next *Guest* is reserved exclusively for the *Developer* to permit routine cleaning and maintenance of residences.



5. **Cancellations/Refund Policy:** All reservation cancellations are to be signed and submitted in writing via regular mail, email, or facsimile transmission to the following address (verbal cancellations are not permitted):

Reservations@MagnoliaPrivateResidenceClub.com
Fax: 850.337.3801
Magnolia Private Residence Club
8377 East County Hwy 30-A
Seacrest Beach, FL 32413

If a Guest cancels a reservation within 24 hours of booking, the *Guest* will receive a full refund. After 24 hours a Guest has two (2) cancellation options:

- (a) Receive a refund of all funds received less a \$500.⁰⁰ cancellation fee or
- (b) Submit a Reschedule Form (provided upon request) for all funds received will be credited toward future reservation(s).

Reservation departure changes made upon or after the arrival date, or a *Guest* that does not show up for their reservation, are not subject to a refund.

6. **Affiliate Reservations:** Any reservations made through an affiliated booking agency may also be subject to the reservation policies of the affiliate in addition to the policies herein. These policies may include additional restrictions on booking, cancellation, payment procedure, or other reservation requirements.
7. **Failure to Vacate:** Should any *Guest* fail or refuse to evacuate the Unit where the *Developer* has required evacuation, the *Developer* shall be immune from liability or injury to persons or property arising from such failure or refusal. In addition, *Guest* further agrees to pay *Developer* any expenses incurred for preparing the Premises for re-rental and administrative expenses related to such re-rental including property damages and labor needed to remove *Guest* from the Premises.

The foregoing provisions will not abridge the *Developer's* right to take such other actions against a holdover *Guest* as is permitted by law including, but not limited to, eviction proceedings. Further, the foregoing provisions will not limit the *Developer's* right to take any action permitted by Florida law against trespassers who are not *Guests*.

I n t e n t i o n a l l y L e f t B l a n k



GENERAL USE & CONDUCT POLICY

All Members and *Guests* must adhere to the *R&R Policy* including all provisions for general use and conduct described herein. For the purpose of covering all aspects of individuals authorized to utilize the *Club*, the word "*Individuals*", as used in General Use and Conduct, will mean all authorized *Members* and *Guests* unless otherwise denoted.

Developer may remove or cause to be removed any *Individual*, while on the premises, who illegally possesses or deals in controlled substances as defined in Chapter 893 of Florida Statutes or is intoxicated, profane, lewd, or brawling; who indulges in any language or conduct which disturbs the peace and comfort of other *Individuals* or which injures the reputation, dignity, or standing of the *Club*.

1. **Personal Use:** Each of the Units committed will be occupied only as vacation accommodations. Use of the accommodations, commonly used facilities and recreational facilities of the Condominium is limited solely to personal use. Use of Units or the recreational facilities for commercial purposes or any purposes other than the personal use described herein is expressly prohibited.
 - a. Sleeping Capacity: No more than two (2) persons per bedroom and two (2) persons per sleeper sofa may stay in a Unit at any given time.
 - b. Assignment or Subletting: *Units* shall not assigned or sublet.
2. **Pets:** Pets are only permitted by Members in designated Pet residences. No exceptions.
3. **Smoking:** Smoking is prohibited inside all *Units* and on Condominium Property; Florida Litter Law will be enforced as described in Florida Statute §403.413. There will be a \$350.00 fee for cleaning residences with smoke damage since the residence must be pulled from inventory to professional clean and ventilated for 24 hours. *Guest* will be responsible for replacing all damaged items.
4. **Housekeeping:** At time of departure *Individuals* will be charged \$45.⁰⁰ daily cleaning fee or a \$150.⁰⁰ minimum fee per *Club Week*. *Guest* will be responsible for all costs associated with cleaning of the residence and is encouraged to leave the residence in good condition at check-out. There will be a minimum fee per *Club Week* of \$75.⁰⁰ for all residences left in poor condition at check-out that require additional cleaning time.

Good condition is defined as all dishes clean; trash picked up and removed from all bathrooms, bedrooms, kitchen, and within appliances; wet towels left in bathrooms and/or laundry room; along with general use of the residence.
5. **Trash:** All *Individuals* are responsible for removing all trash from the premises during daily routines and at check-out. Trash locations are identified and disposal of trash will be enforced. Trash is not to be left on the balcony or front entrance areas. If Trash is removed by the *Developer* at any time a fee will be applied for each removal at \$50.⁰⁰ daily; Florida Litter Law will be enforced as described in Florida Statute §403.413.
 - a. Dumpster Location: West-end of Condominium Property next to Office.
6. **Sliding Doors and Windows:** All sliding doors and windows are to remain shut unless currently being used for purposes of ingress or egress.
7. **Parking:** No vehicle will be parked in any unauthorized manner as to impede or prevent access to another parking space or any fire lanes. Vehicles parked in any unauthorized area or impeding access to any parking space or any fire lanes are subject to being towed away at the violator's expense. No repair of vehicles will be made within the Condominium Property.



- a. Limitation of Space: Parking places are not assigned as appurtenances to particular Units. As such, each space may be used by any *Individual* so long as no one *Individual* takes up more than two (2) parking spaces per Unit.
 - b. Vehicle Tags: All *Individuals* should place the designated vehicle tags, found in each Unit's Concierge Packet, in their authorized vehicle(s) in addition to providing the vehicle tag number to the *Developer* as validation of Member's right to be parked in said Condominium Property.
 - c. Watercraft: No boats, jet-skis, wave runners or watercraft of any kind will be used, stored or brought onto the Condominium Property by any *Individual*.
 - d. Trailers: No trailers of any kind will be used, stored or brought onto the Condominium Property by any *Individual*.
 - e. Mobile Homes: No Mobile Homes of any kind will be used, stored or brought onto the Condominium Property by any *Individual*.
 - f. Handicapped Persons: No *Individuals* may park vehicles in spaces designated for handicapped persons, unless they fall within this category of individuals as illustrated by appropriate tag indicators.
8. **Cooking**: No cooking will be permitted on any balcony of a Unit. Cooking is only permitted where the *Developer* has designated and provided appliances specific for cooking.
 9. **Plumbing**: Plumbing will not be used for any other purpose than those for which it was constructed, and no sweepings, rubbish, rags or other foreign substances will be deposited into plumbing. The cost of any damage resulting from misuse will be borne by the *Individual*.
 10. **Obstructions**: Sidewalks, entrances, driveways, passages, patios, courts, vestibules, stairways, corridors, halls and/or all other areas intended for common use must be kept open and free of trash as not to be obstructed in any manner.
 - a. Trash: Trash locations are identified and disposal of trash will be enforced. Trash is not to be left on the balcony or front entrance areas.
 - b. Mats: Mats or rugs, except those either permitted or placed by the *Developer*, must not be placed outside of doors in corridors.
 - c. Balconies: *Individuals* will not allow anything to be thrown or to fall from windows, doors, balconies or the interior of the building from hall doors including but not limited to towels, plants, mops, clothing.
 - d. Hallways: Bicycles, garbage cans, laundry, dry cleaning, supplies or other articles will not be placed in the halls or on staircase landings. No *Individual* will allow doors to the corridor to remain open for any purpose other than for immediate ingress and egress.
 11. **Security**: *Individuals* will at all-times lock and secure their unattended motor vehicles parked or located on the Condominium Property, and they will not leave any valuables in plain sight within or upon such vehicles. During their occupancy, *Individuals* will at all times lock and secure all doors, windows, balconies or other points of possible entry with respect to their accommodations (except when any such point of entry is in use by *Individual*). Neither the *Developer* nor the staff will be responsible for the safekeeping or protection of personal property brought onto the Condominium Property.
 12. **Trespassers**: If any person is illegally on the premises of the *Club*, *Developer* may call upon any law enforcement officer of this state for assistance. It is the duty of such law enforcement officer, upon the



Developer's request, to place under arrest and take into custody for violation of Florida Statute §509.141. If a warrant has been issued by the proper judicial officer for the arrest of any violator the officer shall serve the warrant, arrest the person, and take the person into custody. Upon arrest, with or without warrant, any and all right of occupancy will be abandoned; *Developer* may then make such premises available to other guests.

13. Appearance:

- a. Exterior: No *Individual* will decorate or alter any part, interior or exterior aspects, of the Condominium Property including all Units and Common Elements. Such decorations or alterations will include, but not be limited to, painting or illumination of the exterior Unit, display or hanging of plants or other objects upon balconies or railings or exterior window sills or ledges, reflective film or other window treatments, draperies, window shades, screen doors and lights. The *Developer* will have the sole discretion, which may be based on aesthetic principles only, to determine compliance with this provision.
- b. Interior: No *Individual* will alter the furnishings, appliances, personal property or décor of any Unit without prior written consent of the *Developer*. The *Developer* will determine the interior color scheme, décor and furnishings of each Unit as well as the proper time for redecorating and renovating such Unit and its content. No sign, notice or advertisement will be inscribed or exposed on or at any window of a Unit or any part of the Condominium Property. Nor will anything be projected out of any window in the Condominium Property. All personal property of *Individual* will be stored within the Unit.

14. Antennas: No antennas or satellite transmission receivers of any type designed to serve a Unit will be allowed on the Common Elements or Limited Common Elements, except as may be provided by the *Developer* to serve as a master antenna for the benefit and use of the Condominium. No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception.

15. Common Elements and Limited Common Elements: The common elements and limited common elements will be used only for the purposes for which they are intended in the furnishing of service and facilities for the personal use and enjoyment of the *Members*.

- a. Swimming Pool, Spa, and Gym: *Individuals* using the common elements do so at their own risk. *Individuals* are required to obey the posted rules and regulations in each common element. Since these areas are not guarded, persons using these facilities do so at their own risk and *Developer* holds no liability.
- b. Children: Children are to play only in areas either designated or clearly intended for play, and they are not to play in halls, stairways, or other common elements which would cause obstruction. Reasonable supervision by parents or guardians must be exercised at all times when children are on the Condominium Property.

16. Roof: *Individuals* are not permitted on the roof of any building within the Condominium Property for any purpose without the express written approval of the *Developer*.

17. Nuisances: No nuisance will be allowed upon the Condominium Property or within a *Unit*, nor any use or practice that is the source of annoyance to *Individuals* or which interferes with the peaceful possession and proper use of the property by the *Individuals*. All parts of the Condominium will be kept in clean and sanitary condition, and no rubbish, refuse, or garbage will be allowed to accumulate nor any fire hazard allowed to exist. No *Individuals* will permit any use of a *Unit* or permit any use of the Common Elements, without approval from the *Developer*.

- a. Noise: Should noise transmission create a disturbance or a nuisance, the responsibility is with the *Individual* to abate the noise transmission and not with the *Developer*. In order to insure the comfort



of all *Members* radio, stereo and television sets, and any and all other such audio equipment generated noise should be turned down to a minimum volume so as not to disturb other persons.

- b. **Solicitation:** There will be no solicitation by any person anywhere on the Condominium Property, including, but not limited to, the use of handbills or flyers, for any cause, charity or purpose whatsoever, unless specifically authorized in writing by the *Developer*, except for solicitation by the *Developer* in marketing the sale of Units or Fractional Interests or related products.

18. **Emergency Entry:** As provided in Chapter 83, Part II, Landlord and Tenant Act, Florida Statutes, *Developer* may enter the Units in the following circumstances:

- For the protection or preservation of the premises
- After reasonable notice to *Individual* at reasonable times for the purpose of repairing the Premises.
- To inspect the Premises
- With the *Individual's* consent or in the case of an emergency
- When *Individuals* unreasonably withholds consent
- If *Individual* is absent from the Premises for a period of at least one-half a rental installment period.

19. **Lawful Use:** No immoral, improper, offensive, or unlawful use will be made of the Condominium Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction will be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property for a Unit will be the same as the responsibility for the maintenance and repair of the property concerned.

20. **Rental Prohibition:** *Individuals* will be strictly prohibited from renting or leasing *Units* at all times.

21. **Signs:** No 'For Sale' or 'For Rent' signs or other displays or advertising will be maintained on any part of the Common Elements, Limited Common Elements, or Units, except that the right is specifically reserved to the *Developer* to place and maintain such signs for as long as it may have Units of Fractional Interest to sell, and except as permitted by the *Developer* from time to time.

22. **Complaints:** Complaints regarding the operation of the Condominium are welcome and should be mailed directly to the *Developer*:

Comments@MagnoliaPrivateResidenceClub.com

Magnolia Private Residence Club

8377 East County Hwy 30-A

Seacrest Beach, FL 32413

23. **Weapons:** No explosives, firearms, knives or weapons of any kind will be permitted in any Unit or anywhere on the Condominium Property.

24. **Evacuation Orders:** In the event an emergency evacuation order is made by the appropriate state, county or other governmental authorities, whether voluntary or mandatory, the *Developer* may implement an emergency plan in order to protect all *Individuals*, the Condominium Property. The emergency plan will be communicated to *Individuals* staying at the Condominium when implemented and may require that *Individuals* vacate the Condominium Property and find safer alternate accommodations at *Individual's* sole expense. All *Individuals* must adhere to the *Developer's* emergency plan when implemented.

Indemnity: *Individual* will indemnify and hold *Developer* and *Developer's* property – including the Premises – free and harmless from any liability for injury to or death of any person, including *Individual*, or for damage to property arising from *Individual's* using and occupying the premises or from the act or omission of any person or persons, including *Individual*, in or about the premises with *Individual's* express or implied consent.

Developer shall not be liable for any damage or injury of or to the *Individual*, *Individual's* family, guests, invitees, agents or employees or to any other person entering the premises or any building that is a part or lies upon the premises, or to goods or equipment, or in the structure or equipment of the structure of which the premises are a part, and *Individual* hereby agrees to indemnify, defend and hold *Developer*



harmless from any and all claims or assertions of every kind and nature. This indemnification includes, but is not limited to, any damage or injury which may be incurred by *Individual*, *Individual's* family, guests, invitees, agents or employees or to any other person for damage or injuries that arise from any contact, attack or interaction from or with any animals, domestic or wild, whether such damage or injury occurs on the premises or off, and *Individual* holds harmless the Developer from any and all claims or assertions of every kind and nature for any damage or injury Tenant attributes to any absence or failure of fencing that may be or surrounding the premises.

