

## **MEMBER 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. Unless the context otherwise requires or otherwise defined herein, all terms used in the *R&R Policy* will have the same meaning as the identical terms used in the Trial Membership Agreement.

***Member*** shall be defined herein as Member of non-equity enrollment in the Trial Membership Program bound by the Membership Agreement ("*Agreement*").

***Guest*** refers to an individual, with respective family and friends, which occupies a residence for a limited duration as a guest or unaccompanied-guest of a Member.

Failure of a *Member* or *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 *Members* and *Guests*.

The *R&R Policy* is sent to each *Member* at reservation confirmation and is available upon request. 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 *Members* and *Guests* and not to *Developer*.

**The reservation policies and procedures set forth in this *R&R Policy* are designed to ensure that all *Members* are treated fairly and equitably in their opportunities to obtain the right to use and occupy *Use Periods*.**

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.



## ARTICLE I MEMBER PRIVILEGES

Under no circumstances will a *Member* have the right to use and occupy a residence within the *Club* unless the *Use Periods* have properly been reserved by the *Developer* in accordance with these procedures. The *Use Periods* inclusive of Planned Vacation, Space Available Vacation, and Short Notice Vacation and are defined herein. The reservation policies and procedures set forth in the *R&R Policy* are designed to ensure that all *Members* are treated fairly and equitably in their opportunities to obtain the right to use and occupy *Use Periods*.

1. **Member Privileges Policy.** Each *Member* is subject to the *Club's Reservation Procedures* as outlined in Article II. The *Reservation Procedures* ensures that each *Member* with 1/8<sup>th</sup> non-equity enrollment into the Trial Membership Program receives priority privileges when making their reservations. It is the express intent of the *Reservation Procedures* that all *Use Periods* in each residence committed to Club Utilization be available for use by all *Members* at all times on a first-come, first-served reservation basis subject to the *Reservation Procedures* terms herein.

- a. **Club Year:** A *Club Year* is individually defined for each *Member* and begins on the Effective Date of contractual *Agreement* and ends on the Termination Date of said contractual *Agreement*.
- b. **Club Units:** A *Club Unit* is defined as a residence at Magnolia Private Residence Club specifically reserved by *Developer* for the exclusive use of *Members*. *Developer* agrees to provide at least one base *Club Unit* for each eight (8) active *Members* enrolled in the Trial Membership Program. For instance, an active Membership of forty-eight (48) members will have no less than six (6) Units committed to *Club Fractional Utilization*.

It is the express intent of the *R&R Policy*, which intent has been consented to by each *Member* through acceptance of the *Agreement*, that all *Use Periods* in every *Club Unit* will be available for use by all *Members* at all times, subject to the priority rights and other provisions set forth in the *R&R Policy*.

- c. **Member Number:** In accordance with the *Reservation Procedures*, each *Member* will be assigned a *Member Number* which will be denoted numerically for purposes of determining a *Member's* reservation priority designation as a means for resolving reservation request conflicts. Each *Member* will maintain the *Member Number* through the term of the *Agreement*. The first member will be given number 1, the second member given number 2, the third member given number 3, and so forth through.

The *Developer* will utilize the *Reservation Procedures* as means of reserving each *Member's* Planned Vacations within a given *Club Year*. The *Developer* is not obligated to take into account specific residence preferences of individual *Members* for any of the *Use Periods*. While *Developer* will always consider *Member* preferences, the *Developer* may accommodate such requests as *Developer* sees fit at the *Developer's* sole and absolute discretion. *Members* should place no reliance on the past actions or communications by *Developer* in making such preferential requests. *Members* cannot be ensured that they will be placed in any particular residence in any given *Use Period* except upon receiving a reservation confirmation, which the *Developer* will do its best to 'lock in' the confirmed reservation but retains the right to relocate *Member* as conflicts or maintenance issues arise.



d. Club Seasons: A *Club Season* is defined as follows:

| Club Seasons  |     |     |   |     |     |   |     |     |     |  |     |
|---|-----|-----|---|-----|-----|---|-----|-----|-----|--|-----|
| WINTER  |     |     | SPRING  |     |     | SUMMER  |     |     |     | FALL   |     |
| December 1 <sup>st</sup><br>thru<br>February 28 <sup>th</sup> |     |     | March 1 <sup>st</sup><br>thru<br>April 31 <sup>st</sup> |     |     | May 1 <sup>st</sup> thru<br>September Labor Day<br>(First Monday) |     |     |     | September (First Tuesday)<br>thru<br>November 30 <sup>th</sup> |     |
| Dec   | Jan | Feb | Mar   | Apr | May | Jun   | Jul | Aug | Sep | Oct  | Nov |

e. Club Holidays: During the Summer *Club Season*, the following holidays are recognized:

- **Memorial Day** - *Club Week* containing the last Monday in May
- **4<sup>th</sup> of July** - *Club Week* containing the 4<sup>th</sup> of July
- **Labor Day** - *Club Week* containing the first Monday in September
- **Thanksgiving** - *Club Week* containing the fourth Thursday in November
- **Christmas** - *Club Week* containing the 25<sup>th</sup> of December

2. **Use Periods**: *Use Periods* are defined as Planned Vacations, Space Available Vacations, and Short Notice Vacations. Each *Use Period* is for the duration of a *Club Week* or seven (7) consecutive days starting on Friday and ending on Friday.

A vacation request form will be sent to *Member* upon enrollment for purposes of scheduling Planned Vacations. The vacation request form must be received by the *Developer* in a timely manner to be considered in compliance with the *Reservation Procedures* used to set *Member* priority for reservations.

a. Planned Vacations (PV): Planned Vacations are defined as three (3) Fixed Club Weeks planned upon enrollment. Each *Member* may list up to six (6) choices for their Planned Vacations. Choices should be listed in priority order, with the first choice being the most desired, and therefore the last being the least desired. A Planned Vacation will always take priority over another *Member's* Space Available request or Short Notice request if conflict arises during reservation request and prior to confirmation.

Only one (1) Planned Vacation can be reserved during the recognized holidays.

*Member* may allow any guest to occupy their Planned Vacation weeks so long as the guest has been authorized by the *Developer* prior to arrival, and the guest abides by all conditions in the *R&R Policy*. *Member* is solely responsible for any and all actions by such unaccompanied-guest as if their own.

b. Space Available Vacations (SA): Space Available Vacations are defined as one (1) *Club Week* or less reserved upon request on a first-come, first-served basis. At any given time, a *Member* may have only one (1) active Space Available Vacation reservation. Space Available Vacations may not be scheduled within thirty (30) days of one another. There is no limit to the number of Space Available Vacations that may be used in a *Member's Club Year* so long as all provisions set herein are followed.

Unaccompanied guests are not permitted in lieu of the *Member* for Space Available Vacations.

c. Short Notice Vacations (SN): Short Notice Vacations are defined as one (1) *Club Week* or less reserved upon request on a first-come, first-served basis. At any given time, a *Member* may have only one (1) active Short Notice Vacation reservation. Short Notice Vacations may not be scheduled within thirty (30) days of one another. Short Notice Vacations may be reserved no more than seven (7) days prior to the start of the requested *Club Week* for such Short Notice. Short Notice Vacations may be requested when a *Member* is currently in-house so long as the



request is made no more than seven (7) days prior to start of the requested *Club Week*. There is no limit to the number of Short Notice Vacations that may be used in a *Member's Club Year* so long as all provisions set herein are followed.

Unaccompanied guests are not permitted in lieu of the *Member* for Short Notice Vacations.

3. **Utilization of Use Periods:** *Use Periods* may be utilized consecutively or simultaneously so long as all rules and definitions set herein are followed. The *Club R&R* Policy provides numerous means of flexibility to each *Member* when making reservations, based on space availability.
4. **Member Storage:** *Member* may elect to store personal belongings in an onsite personal storage container available at the *Club* between *Member* stays. *Member* agrees to abide by the current terms and conditions of the *Club* Storage Agreement Form at the time of storage. *Club* can only accept items for storage upon written consent by *Member*.

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



## ARTICLE II MEMBER RESERVATION PROCEDURES

All reservation requests must be made by the *Member* listed on the *Agreement*. *Member* is ultimately responsible for any damages or charges to the residences or to the Property incurred by guest(s). The *Member* must be present throughout any time the residence is occupied by persons under the age of twenty-five (25).

Policy Exceptions: *Developer* may, in its discretion, make exceptions to the reservation policies from time to time to facilitate additional reasonable *Member* reservation requests that may fall outside the parameters herein but not have a detrimental impact on another *Member's* ability to reserve *Use Periods*.

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, cashier's check, certified check and money orders.

Checks: There will be a \$25.<sup>00</sup> handling fee for all returned checks. All checks must be received at least fourteen (14) days prior to arrival to be an approved method of payment for reservation balances. Member dues must be received prior to the end of the 10 day grace period.

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.

*Member* agrees to preauthorize a valid credit card and be charged the duration of their reservation as defined in the General Use and Conduct.

3. **Confirmations:** Reservation requests are not effective unless and until confirmed by the *Developer* in writing via email transactions or other notice. Verbal confirmations do not guarantee a *Guest* a reservation. All confirmations for reservation should be received via email by *Guest* within seven (7) days of requesting a reservation, 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.
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 *Member's* reserved arrival. Each *Member* must vacate and remove all personal belongings from the assigned residence no later than 10:00AM (1000 hours) on the last day of their departure. The six (6) hour period between departure and arrival of next *Member* is reserved exclusively for the *Developer* to permit routine housekeeping and maintenance of residences.



5. **Cancellation:** All reservation cancellations are to be submitted in writing via regular mail, email, or facsimile transmission via a Club Reservation Cancellation Form 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

- a. Cancellation of a Planned Vacation: Planned Vacations are Fixed *Club Weeks* and cannot be rescheduled or cancelled after reserving. If *Member* does not arrive for said Planned Vacation, the *Developer* shall deem that Planned Vacation to be used for the *Club Year* and *Developer* reserves the right to determine the use of that *Use Period*. *Member* forfeits all Booking Fees associated with the specific Planned Vacation.
- b. Cancellation of a Space Available Vacation: A Space Available Vacation reservation may be rescheduled up to fourteen (14) days prior to the scheduled arrival.

In the event a *Member* wishes to cancel a Space Available Vacation, the *Developer* must receive a cancellation request prior to the scheduled arrival in order for the *Member* to retain the right to reserve another Space Available Vacation. In addition, *Member* forfeits all Booking Fees associated with the specific Space Available Vacation.

If an *Member* does not cancel a Space Available Vacation prior to the scheduled arrival or *Member* does not arrive for the Space Available Vacation, *Member* forfeits all Booking Fees associated with the Space Available Vacation reservation and will not be allowed to reserve another Space Available or Short Notice Vacation for a period of thirty (30) days from the scheduled departure of the Space Available Vacation.

- c. Cancellation of a Short Notice Vacation: Short Notice Vacations cannot be rescheduled after reserving. In the even an *Member* wishes to cancel a Short Notice Vacation, the *Developer* must receive a cancellation request prior to the scheduled arrival in order for the *Member* to retain the right to reserve another Short Notice Vacation. *Member* forfeits all Short Notice Vacation Booking Fees due to the very nature of the reservation practices used to schedule and prepare a residence for such a reservation.

If a *Member* does not cancel a Short Notice Vacation prior to the scheduled arrival or *Member* does not arrive for the Short Notice Vacation, *Member* will not be allowed to reserve another Short Notice Vacation for a period of thirty (30) days from the scheduled departure of the Short Notice Vacation.

6. **Delinquency Notification Process.** If *Member* defaults in payment of *Dues*, as outlined in *Member's Agreement*, the *Developer* has the right to accelerate the remaining payments by making them due immediately in a notice to the *Member*.

Any *Member* who is delinquent in payment of their *Dues* will be denied access, arrival and occupancy of a residence in accordance with Florida Statutes §721.13 (6), until all delinquent *Dues* are paid in full. In addition, *Developer* may rent the delinquent *Member's* reserved *Use Periods* or residence in accordance with Florida Statutes §721.13 (6).

Payments received shall be first applied to interest accrued; then to late charges; then to attorney fees incurred; and finally to the principal balance of the any delinquent installment of *Dues*, as outlined in Florida Statutes §718.116 (3).



The following notification process will be enforced by the Developer:

Initial Phone Contact during Grace Period: Phone calls may be made within the ten (10) day grace period to remind *Member* of payment due. *Member* agrees that timely payment of all *Dues* is their sole responsibility and is of no fault to the *Developer*. If payment received by *Developer* during grace period, *Member's* account will be considered current.

First Notice of Delinquency: Failure to pay *Dues* within the ten (10) days from the date due entitles the *Developer* to levy a \$25.00 late charge, and bear interest at the highest rate permitted by law, per month until paid as permissible, Florida Status §718.116 (3). First Notice of Past Due Charges including detail of late fees, interest and other charges that may apply will be sent by First Class Mail to *Member* whose balance is ten (10) days past due demanding payment.

Second Notice of Delinquency: Any balance older than thirty (30) days will continue to incur monthly interest at the highest rate permitted by law, and sent to collection for total fees including, but not limited to, attorney fees and court costs associated with lawsuits incident will be sought for reimbursement from *Member* by *Developer*.

7. **No Accrual or Carry Forward:** If, for any reason, a *Member* does not reserve, use, or occupy a residence for the maximum days and nights which such *Member* reserved in a particular *Club Year*, the unused time cannot be accumulated and carried forward for future use at the *Club*, and such *Member* will remain responsible for complying with all of the provisions of the *Agreement*.
8. **Maintenance Periods:** In addition, the *Developer* is entitled to use any unreserved or otherwise unused *Use Periods*, or portions thereof, in a particular residence as the Maintenance Period(s) for such residence. The *Developer* and its agents shall have free access to each residence during its reserved or designated Maintenance Period(s) for the purpose of effecting any necessary or appropriate maintenance, repairs, modifications, alterations, replacements, and additions to such residence and to the furnishings therein. The Maintenance Period(s) for particular residence may vary from time to time in the *Developer's* sole discretion, and need not occur at the same time for each residence. The *Developer* shall use its best efforts to reserve Maintenance Periods in residences so as to maximize the use and enjoyment thereof by *Members*, and minimize any scheduling problems under the reservation system established by the *R&R Policy*. In particular, the Maintenance Period for any residence shall not occur during any *Use Period* that has been properly reserved by a *Member* within the provision set in the *R&R Policy*.

No reservation requests will be accepted or confirmed with respect to a residence during any period of time that has been reserved by the *Developer* as a Maintenance Period for such residence. During such period of time, the *Developer* will perform maintenance and repairs of such residence.

9. **Refusal of Admission and Ejection:** Admission to or removal from the *Club* shall not be based upon race, creed, color, sex, physical disability, or national origin. *Developer* will enforce refusal of admission and ejection of undesirable *Members* and guests as outlined in Florida Statutes §721.13(6) and §509.141 who are in violation of the *R&R Policy*.

Refusal of Admission: If *Member* fails to make payment of *Dues*, at the agreed upon rate as outlined in *Agreement*, *Developer* has the right to refuse admission of the *Club* as a whole until such *Dues* are brought current.

Ejection of Member or Guest: In the event *Member* or their guests fail to vacate a residence at the expiration of any reserved *Use Period*, *Developer* will take such steps as may be necessary to remove such *Member* or guests from the residence. *Member* shall be in direct violation of the *R&R Policy* and *Developer* reserves the right to cancel *Agreement*. *Member* will remain responsible for the full value of the *Agreement*.



*Developer* will notify such *Member* or guest that the *Club* no longer desires to entertain them and request that such *Member* or guest immediately depart from the *Club*. Such notice may be given orally or in writing. If the notice is in writing, it shall be as follows:

*"You are hereby notified that Magnolia Private Residence Club no longer desires to entertain you as its Member or guest, and you are requested to leave at once. To remain after receipt of this notice is a misdemeanor under the laws of the state of Florida."*

Any *Member* or guest who remains or attempts to remain in *Club* after being requested to leave is guilty of a misdemeanor of the second degree, punishable under Florida Statutes §775.082 or §775.083.

10. **Exchange and Other Opportunities:** In order to increase the range of options available to *Members*, the *Developer* has arranged for an exchange program in which a *Member* may exchange the use of a *Use Period* for the use of accommodations in resorts other than the *Club*. This exchange is an *External Exchange Program* and is available through The Registry Collection at Resort Condominiums International, LLC ("RCI"). The following rules shall govern access to such program.
- a. *Member* will be required to pay all *Dues*, as outlined in *Agreement*, up to and including the month holding the banked *Club Weeks* being used for external exchange.
  - b. *Member* is responsible for all initiation fees or other costs associated with establishment within the RCI program.
  - c. *Developer* may charge an administrative fee in such amount as determined reasonable for each reservation involving an external exchange with any exchange company.
  - d. A *Member* may make an external exchange request at any time prior to the end of the *Member's Use Period*.
  - e. *Member* participation in an *External Exchange Program* will be governed by the terms and conditions of the Trial Membership Agreement, the terms and conditions of the *External Exchange Program* and the following:
    - i. All rules and regulations which apply to the use of *Club* accommodations and facilities by *Members* shall also apply to users of such accommodations and facilities through an *External Exchange Program*.
    - ii. A *Member* will be charged a fee for each confirmed external exchange by the company that provides services to the *Club* or *Members* under and *External Exchange Company*, currently being RCI.
    - iii. Availability of accommodations within an *External Exchange program* is entirely dependent on the *Use Periods* from the various *External Exchange Company* from time to time. Thus, a *Member* can have no assurance that an *External Exchange Company* will be able to provide the *Member* with an accommodation that meets the *Member's* needs and desires when the *Member* wants it or at a particular time. Moreover, the exchange accommodation received may or may not be comparable in size, layout, furnishings, services, or amenities to those contained in the *Club*.



## 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. **Pet Privilege:** Pet privileges apply to *Members* only with an active Trial Membership *Agreement*. *Developer* has isolated a special pet unit #101 for pet use only. There is a \$20.<sup>00</sup> daily pet cleaning fee or a \$100.<sup>00</sup> minimum fee per *Club* week. All *Individuals* being assisted by service animals as defined by the Americans with Disabilities Act will be responsible for validating such animal at time of booking so appropriate accommodations can be made.

Each *Individual* will be required to abide by all regulations outlined below.

- a. Pet privileges are limited to a single pet not to exceed 20 lb maximum weight. *Developer* reserves the right to ask all *individuals* to bring their pet to check-in for viewing.
- b. The conduct of all pets must not interfere with the rights and privileges of other *Individuals*. If there are any disturbances or complaints regarding an authorized pet, *Individual* will be required to remove the Pet from the Premises immediately at their own expense.
- c. *Developer* has the right to designate pet units as it sees fit and *Individual* must abide by any room assignments made by *Developer*.
- d. Pets are prohibited in the Common Elements of the Club, including but not limited to: The Pool, Spa, and Elevators, and Gym.
- e. *Individual* may not leave their pet unattended for more than four (4) hours. While outdoors, the pet must be on a leash and effectively restrained under the control of a responsible individual. Pets are not allowed around any children belonging to other *Individuals* on the Premises. *Individual* may not leave pet unattended outside.
- f. Pet is only allowed in the designated 'Pet Friendly' lawn area located on the east side of the Premises.
- g. Member agrees to waive their rights of illness or accident as it pertains to staying in a Unit specifically for pets in whole and in part.



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 24 hours.
4. **Housekeeping:** At time of departure *Individuals* will be charged \$45.<sup>00</sup> daily cleaning fee or a \$150.<sup>00</sup> minimum fee per *Club Week*.
5. **Trash:** All *Individuals* are responsible for removing all trash from the premises during daily routines and at termination of their stay. 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.<sup>00</sup> 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 Status §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](mailto: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.

