

RULES AND REGULATIONS
OF
THE SURF CLUB OF MARCO, INC.

These are the initial Rules and Regulations of The Surf Club of Marco, Inc. and are binding upon all owners, occupants, guests, invitees, licensees, tenants and anyone who used the Condominium facilities.

These Rules and Regulations are subject to change from time to time and can be changed by the Developer, the Association or the managing entity. The Rules and Regulations contained in this document are in addition to restrictions, reservations, rules and regulations contained in the Declaration of Condominium, Articles of Incorporation and By-Laws of the Association. If there is a conflict or inconsistency between the Rules and Regulations contained in this document and those contained in the Declaration of Condominium, or in the Article of Incorporation or By-Laws of the Association, the provisions of the Declaration of Condominium, Articles of Incorporation and the By-Laws, as amended from time to time, shall apply over these Rules and Regulations.

1. USE OF TIMESHARE ESTATES. Each year the Association or the managing entity shall send a reservation form to each timeshare estate owner for each owner to complete in order to permit the Association and the managing entity to prepare the unit in which the timeshare estate is located and to have the necessary personnel available for use of the Condominium facilities. The reservation form shall be mailed to each owner at least 10 weeks prior to the commencement date of the timeshare estate. The reservation form shall include whatever information the Association or the managing entity deems necessary in order to prepare for the arrival of persons who are going to use timeshare estates and the Condominium facilities, including, but not limited to, the following: whether or not a timeshare estate will be occupied; if the timeshare estate is to be occupied, the name, address and telephone number of the persons who will be occupying the timeshare estate; the estimated date and time of arrival at the Condominium; the number of persons who will be occupying the timeshare estate; the estimated date of departure; whether the owner or occupant will need more than one parking space; and such other information as the Association or managing entity deems appropriate. If the registration form is not returned to the Association or the managing entity at least 4 weeks prior to the beginning of the timeshare estate, or if any assessments or

001011
OR BOOK

001413
PAGE

charges have not been paid in full prior to the commencement of the timeshare estate, the timeshare estate owner, his invitees, licensees, tenants or guests will not be permitted to use the timeshare estate in that year. However, if all outstanding charges are paid in cash, by traveler's or cashier's checks or money order prior to the commencement of the timeshare estate and if the Association has the personnel and unit available to accommodate the owner, then the managing entity may, in its discretion, permit the use of the timeshare estate in that year.

2. CHECK-IN TIME. Check-in for the use of timeshare estates shall commence at 3:00 P.M. or at such other time as the Association may designate, on the commencement date of the timeshare estate. No person shall be permitted to check in prior to 3:00 P.M. on the date that the timeshare estate commences. Upon arrival at the Condominium, all persons shall check in and register at the registration desk provided for that purpose. Upon verifying that the person has the right to use the timeshare estate and that all outstanding assessments and charges have been paid, and upon the payment of any assessments or charges relating to the use of the timeshare estate, including but not limited to, the departure charge hereinafter set forth, the person or persons entitled to occupy the timeshare estate shall be given access to the unit. All timeshare estate owners, except as set forth in the Declaration of Condominium, shall pay to the Association a fee, prior to occupation of the unit, hereinafter referred to as a "departure charge" to be determined by the Association, representing the cost of cleaning the unit occupied by such persons and the changing of linens. Any such charges which remain unpaid shall become a lien against the timeshare estate, collectible as provided in Article VII of the Declaration of Condominium.

3. CHECK-OUT TIME. Check-out time will be 10:00 A.M. or such other time as the Association may designate, on the last day of the timeshare estate in that year. All persons occupying a unit shall vacate the unit no later than 10:00 A.M. on the day upon which their timeshare estate ends in that year. No check-out is required between timeshare estates where the owner owns or the persons occupying have the use of consecutive timeshare estates, until the last day of the last consecutive timeshare estate which the owner owns or which the occupant is using in that particular year.

All persons shall check out by verifying and paying all charges incurred during their use of the facilities and surrendering keys to the unit. If a person fails to pay charges which were incurred during the use of the timeshare estate, the payment of such charges shall be the responsibility of the timeshare estate owner. Any such charges which remain unpaid shall become a lien against the timeshare estate, collectible as provided in Article VII of the Declaration of Condominium. Prior to departure, the Management entity will make every effort to collect all charges for the use of the facilities incurred by the occupant of the unit.

4. CHECK IN/CHECK OUT PROCEDURES FOR DEVELOPER'S GUESTS. As provided for in the Declaration of Condominium, the Developer shall have the right to lease timeshare estates owned thereby on a nightly basis. Accordingly, Developer may establish procedures for checking in and out its guests which may vary from the procedures set forth in Paragraphs 2 and 3 above. Timeshare owners may obtain a copy of said procedures upon written request.

5. COMPLIANCE WITH GOVERNING DOCUMENTS. All persons, whether timeshare estate owners, their guests, licensees, invitees or tenants, agree to abide by the provisions of the Declaration of Condominium, the Articles of Incorporation, By-Laws, and these Rules and Regulations of the Association and the Management Agreement. If any timeshare owner or occupant fails to comply in any respect with the terms of the foregoing documents, the Association shall have the right to require such person(s) to vacate the premises immediately. If such person(s) fails or refuses to vacate the premises immediately, the Association shall have the right to levy a fine against such person or against the timeshare estate owner in an amount commensurate to the violation, however, in no event shall such fine exceed \$100.00 per day. Such fine shall be in addition to costs to repair any damage caused by such person(s), as provided for in the Declaration of Condominium. In the event that any provision of this Paragraph is deemed to conflict with any Statute or Law concerning the removal of persons from the Condominium or otherwise concerning the enforcement of the Rules and Regulations of the Condominium, to the extent of such conflict, said Statute or Law shall govern.

6. HOLDING OVER AFTER END OF TIMESHARE ESTATE. If any occupant of a unit fails to vacate the unit on or before the check-out time provided for in these Rules and Regulations, such persons shall be deemed to be a trespasser. The managing entity or the Association shall take such action as it deems necessary to have such person(s) removed from the unit, including, but not limited to, having the person arrested and charged with trespass as provided for in §810.08, F.S., or to bring such action to have such person removed from the premises. However, should an occupant of a unit become ill or unable to vacate the unit for some reason which is beyond their control, the Association shall use its best efforts to secure alternative accommodations for the person(s) who is entitled to occupy the unit but is unable to do so because of the holding over of a prior occupant. In such instance, such holdover shall only be charged the actual costs and expenses for providing other accommodations to the person(s) who is entitled to use the unit. In all instances where the person(s) who is entitled to use a timeshare estate is unable to do so for any reason whatsoever, including but not limited to, the holding over of a prior occupant or the damage or destruction of the unit, the Association shall use its best efforts to find alternate accommodations for such person(s) who is entitled to occupy a timeshare estate but who is unable to do so. Such accommodations shall be as near in value as is possible to obtain to which the person(s) is entitled to occupy. The Association and the managing entity shall be entitled to permit such person(s) who are unable to occupy a timeshare estate for the reasons set forth herein, the use of another unit or timeshare estate that is not expected to be occupied because the person(s) entitled to use the timeshare estate has given notice that he will not occupy the unit, has failed to give notice that he would occupy the unit, or because assessments and charges remain unpaid. In the event that any provision of this Paragraph is deemed to conflict with any Statute or Law concerning the removal of persons from the Condominium or otherwise concerning the enforcement of the Rules and Regulations of the Condominium, to the extent of such conflict, said Statute or Law shall govern.

7. PAYMENT OF TAXES.

(a) The Condominium as a whole is assessed for ad valorem taxes by the Property Appraiser of Collier County, Florida or such other legally authorized governmental officer or authority having jurisdiction over the

same, hereinafter called "taxing authority". The managing entity will determine the amount chargeable to each timeshare estate and shall render statements to the owners setting forth the amounts due from each. The Property Appraiser of Collier County will notify the managing entity as to the proportions to be used in allocating the valuation, taxes and any special assessment. Each owner shall pay such charges to the Association as required by Florida Law. The managing entity on behalf of the Association shall pay all estimated and advanced tax payments received from owners, into an account to be established as an escrow account for the payment of real estate taxes and will disburse those funds for payment of taxes when required, taking advantage of any discount which can be obtained for early payment.

(b) For the purposes of ad valorem taxation, the interest of an owner in his timeshare estate and in the Common Elements shall be considered as one.

8. **CLEANING OF UNITS.** The five hours between the check-out time at the end of a timeshare estate and the check-in time at the beginning of the next timeshare estate is reserved exclusively for the cleaning, preparation, maintenance and repairs to the unit.

9. **RESPONSIBILITY OF OCCUPANTS OF UNITS.** All occupants of a unit shall keep the unit in good repair and condition during their occupancy and shall report to the managing entity any damage or deterioration to the unit. All occupants shall be responsible for leaving all dishes, silverware, pots and pans and other furnishings in the unit in a clean and orderly condition. It is not the responsibility of the managing entity to wash or clean kitchenware during the five hour maintenance period each week.

10. **NUISANCE.** No noxious, offensive or annoying activities, noise or nuisance which may interfere with the rights, comfort and convenience of others shall be created or permitted within a unit or on any part of the Condominium Property.

11. **USE OF FACILITIES.** All persons using any portion of the Condominium or any of the Condominium facilities, shall use such property and facilities in a manner that will not cause damage or injury to person or property, and in accordance with the proper use of such facilities. All persons using the facilities agree to abide by and be bound by the Rules

and Regulations regarding the use of such facilities and each person using the facilities, by the use of the facilities, assumes the risk of all injury or damage to persons and property that may result from the use of the facilities.

12. VIOLATIONS. Any persons violating any of the governing documents, as defined above, including these Rules and Regulations, may be required by the managing entity to cease using the facilities which are being improperly used, denied the right to use other facilities, required to vacate the unit occupied and the Condominium Property, or such other action as the managing entity deems appropriate, including, but not limited to the payment of a fine commensurate to the violation, however, in no event, greater than \$100.00 per day. Such fine shall be in addition to costs to repair any damage caused by such person(s), as provided for in the Declaration of Condominium. Violations of the governing documents including these Rules and Regulations should be reported promptly to the managing entity, who will initiate corrective action as and when it deems appropriate. In the event that any provision of this Paragraph is deemed to conflict with any Statute or Law concerning the removal of persons from the Condominium or otherwise concerning the enforcement of the Rules and Regulations of the Condominium, to the extent of such conflict, said Statute or Law shall govern.