

EXHIBIT "H"  
 RULES AND REGULATIONS  
 MARSH WINDS OWNERS ASSOCIATION, INC.

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In order to create a congenial, safe and dignified living atmosphere which is respectful of the concerns of Marsh Winds Owners, these Rules and Regulations have been adopted. These Rules and Regulations supplement the Master Deed of the Regime and the Bylaws of the Association. They apply to Owners and their families, tenants, guests, agents, invitees, contractors, employees and others.

(a) Residential and Business Usage. All Units shall be utilized for single family residential purposes only. No business or business activity shall be carried on upon any Unit at any time; provided, however, that (i) nothing herein shall prevent Declarant or its designee, or any entity approved by the Board of Directors, from using any Unit owned by Declarant or leased by Declarant from carrying on business related to the development, sale, leasing, or management of the Property and (ii) to the extent allowed by applicable zoning laws, a private office may be maintained in a Unit as long as such use is incidental to the primary residential use of the Unit, does not violate any applicable law, does not involve any exterior signage or advertising of the Unit as a place of business, and does not contribute to parking, traffic or security problems, all in the opinion of the Board of Directors.

(b) Prohibited Uses. A Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will, in the sole opinion of the Board of Directors, (i) increase the insurance rates on his Unit or the Common Area, (ii) obstruct or interfere with the

rights of other Unit Owners, or the Association or (iii) annoy other Unit Owners by unreasonable noises or otherwise. A Unit Owner shall not commit or permit any nuisance, immoral, improper, offensive or illegal act in his Unit or on the Common Area.

(c) Owners Responsible for Conduct of Others in Unit. Each Unit Owner shall be deemed responsible to the Association for the conduct of members of his household and his tenants, agents, invitees, guests, and pets while on Marsh Winds property, but the responsibility of the Unit Owner shall not relieve any member of his household or any of his tenants, agents, invitees, or guests from any liability to the Association or to a Unit Owner for their own acts.

(d) Access to Marsh Winds. Access to Marsh Winds property for personal guests or invitees may be authorized by Unit Owners, Unit tenants and immediate family members of such Owners or tenants and who are age 18 or older. All access is subject to these Rules and Regulations. Personal guests and invitees may not authorize access for others unless approved by the Board of Directors or any management agent for Marsh Winds. Only persons with proper authorization may remain on Marsh Winds. Any guest or invitee may be required to provide the management agent, the Board of Directors, or law enforcement officials with proper identification and the name and telephone number of the person who authorized his access.

(e) Access to Amenities Access to Marsh Winds amenities, such as the pool and dock area, is limited to Unit Owners, Unit tenants, immediate family members of such Owners or tenants, and personal guests who are accompanied by a Unit Owner, tenant or immediate family member of such Owner or tenant.

(f) Obeying Laws. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be observed.

(g) Pets. A Unit Owner may keep a domestic pet in his Unit under the regulations promulgated by the Association from time to time. A Unit Owner may not keep any other animals, livestock or poultry, nor may any of the same be raised, bred, or kept upon any portion of the Property, including any balcony or patio. All pets shall be housed within the Unit. Pets must not constitute a nuisance or cause unsanitary conditions. Incessant barking or howling of a dog which is clearly audible in another Unit shall be a nuisance, unless otherwise expressly determined by the Board of Directors. No pet shall be permitted to leave its excrement on any portion of the Common Areas or Area of Common Responsibility or the Unit of another Owner and any owner of such pet shall immediately remove the same. The Board of Directors shall have the right to determine, in its sole discretion, whether a particular pet meets the criteria set forth above, and, if not, it may require the owner of the pet to remove such pet from the Property.

(h) Signs and Antennas. Unless otherwise expressly permitted in writing by the Board of Directors, an Owner (i) shall place no sign, advertisement or notice on the Common Area, Limited Common Area, or his Unit, and (ii) shall erect no antennas or aerials upon any part of his Unit or the Common Area which is visible from another Unit or the Common Area.

(i) Approval of External or Structural Modifications.

(1) Unless otherwise expressly permitted in writing by the Board of Directors, no modification of a Unit or Limited Common Area which would be visible from any other Unit or any portion of the Common Area, and no modification of a structural element of a Unit or the Common Area, shall be permitted until two (2) sets of plans showing the nature, shape, dimensions, materials, color and location thereof have been submitted to and approved by the Board of Directors or its designee.

(2) The Board of Directors or its designee shall have four (4) calendar weeks from receipt of all required information to review the submitted information. It may approve, reject or modify the proposed plans based on its perception of the consistency and harmony of the plans with the Master Deed, the design of Marsh Winds, and other practical and aesthetic factors deemed appropriate by the Board of Directors. Other Owners shall be given the opportunity to examine such plans upon prior written request during reasonable business hours at a location identified by the Board of Directors. If notice of approval, disapproval, proposed modification or request for additional information is not received by the submitting Owner within such four (4) calendar week period, the plans shall be deemed approved.

(3) Compliance with the above procedures is not a substitute for compliance with other applicable building, zoning, subdivision and development standards, ordinances and codes. The Association and Board of Directors shall not be responsible for any defects in any plans or specifications approved by the Board of Directors, nor for any structural defects in any work done according to such plans and specifications. Further, neither Declarant nor any member of the Board of Directors shall be liable for damages to anyone submitting plans or specifications for approval, or to any person affected by a mistake of judgment, negligence or non-feasance arising out of, or in connection with, the approval or disapproval or failure to approve or disapprove any such plans or specifications.

(j) Trash. Trash, garbage or other waste shall be placed in dumpsters at times and places designated by the Board of Directors. Except when moving household garbage or waste to the dumpsters or other designated pickup areas, it shall be kept in closed, sanitary containers inside the Unit. No trash, garbage or other waste shall be left on decks or porches or in Common Areas not expressly intended for such storage. All biodegradable garbage shall be placed in a sealed plastic bag before placing it in the dumpster.

(k) Obstruction of Common Area. Unless otherwise expressly approved by the Board of Directors, corridors, stairs, roads and common avenues of ingress and egress shall be used for no purpose other than normal transit through them. No Owner or agent, servant, tenant, family member or invitees of an Owner shall park any vehicle or place or cause to be placed any vehicle in the roads and common avenues, or encumber any corridors or stairs with furniture, packages or obstructions of any kind.

(l) Parking and Vehicles. Unless expressly approved by the Board of Directors or the management agent:

- (1) the Owner(s) or tenants of a Unit and their guests or invitees may not

occupy more than two (2) parking spaces, except that guests may park in areas designated for guest parking;

(2) no parking shall be permitted on streets or driveways unless clearly marked as parking spaces;

(3) no boat, boat trailer or unlicensed, unsafe or inoperable vehicle may be parked on the property;

(4) no house trailer, mobile home, or bus, and no recreational motor vehicle, truck or commercial vehicle over 3/4 ton capacity shall be parked on the property; provided that such vehicles which will fit into a designated parking space shall be permitted on the property for loading, unloading or maintenance services during normal business hours;

(5) no washing of vehicles is permitted on the Common Area and vehicle repairs shall be limited to minor emergency repairs, such as a dead battery or flat tire.

(6) vehicles violating these Rules may be towed at the sole cost and risk of the person violating the Rule.

(m) Firearms and Fireworks. The use of firearms, pellet or air guns, and bows and arrows is prohibited on Marsh Winds property. Fireworks are permitted only if expressly approved by the Board of Directors and if performed in a safe manner under the supervision of an adult.

(n) Swimming Pool Rules. The following pool rules apply:

(1) There is no lifeguard on duty. Swim at our own risk. No children under the age of 13 are allowed in the pool area unless accompanied by an adult.

(2) Pool hours are between 6:30 A.M. until 10:00 P.M. Persons in the pool at other hours may be requested to leave. The pool may be closed periodically for maintenance, in which event notice of closure shall be posted.

(3) Health and safety rules posted in the pool area shall be observed.

(4) Any Owner, resident or guest who wishes to use the pool area for a group function or party consisting of more than eight (8) people must obtain written permission from the Board of Directors or the management agent. Written permission will be granted on a first-come, first served basis except where permission is requested for a series of functions, in which case the Board of Directors or management agent reserves the right to determine the appropriate usage. At any function, the person hosting the party shall (i) be responsible for cleaning up before departure, (ii) be responsible for the conduct of their guests, and (iii) be in attendance at all times.

(5) Unless expressly approved by the Board of Directors, approval of a pool party shall not result in excluding other authorized persons from using the pool in the normal manner.

(6) No pets are authorized in the enclosed pool area. Pets shall not be tied or left unattended in common areas while using the pool.

(7) Except at approved functions, food is permitted only in any designated areas. No glass containers are allowed in the enclosed pool area.

(8) No radios, cassette or compact disk players, phonographs, etc. are allowed in the pool area unless a headphone is used. Live entertainment is permitted only as part of an approved function and only if expressly approved.

(9) inflatable or floating paraphernalia are not permitted in the pool except as swimming aids.

(o) Solicitations. Persons soliciting contributions or the purchase of goods or services, and persons seeking to distribute materials, brochures or information shall not be allowed access to Marsh Winds property unless (1) expressly required by law or the Board of Directors or (2) expressly invited, by name, as a guest of a specific Unit Owner or tenant, in which event the person invited shall limit their solicitation to the person(s) expressly inviting them.

(p) Hanging of Clothing on Railings or Decks. Beach towels, bathing suits, clothing, etc. shall not be hung on decks and railings so as to be visible to a person in any other Unit or anywhere on Marsh Winds property.

(q) Waiver of Violations by Board. The Board of Directors may, for good cause, as determined in its sole discretion, waive violations of these use provisions or other rules and regulations promulgated from time to time. Such waiver shall be in writing.

(r) Fines for Violations. Without waiver of any other rights which the Association any Owner may have under the Master Deed or applicable law, the Board of Directors may impose a fine of up to \$100 for each violation of these Rules and Regulations. Payment of the fine may be enforced in the same manner as any other Assessment.

