

**MIRABELLA OWNER'S ASSOCIATION RULES AND REGULATIONS**  
**UPDATED May 10, 2008**  
**DRAFT**

*Approved  
June 27,  
2008*

**ARTICLE I**  
**REGISTRATION**

- 1.1. All overnight guests, relatives included (unless owner is also staying in the unit), lessees and renters must register with Management Company (MC) or their rental agency prior to taking occupancy of a unit. Rental agency/owner agent must register renters with MC prior to rental of units. The registration should consist of name, unit number, number of occupants and age of all occupants under twenty one years (21). Registered guests, lessees and renters may use all recreational facilities and amenities, with the exception of "Owner's Lounge". Day guests may use recreational facilities and amenities only when accompanied by an owner or registered guest.

**ARTICLE II**  
**GUESTS AND RENTERS**

- 2.1. If any overnight guests (unless owner is also staying in the unit), renters or lessees are not properly registered with MC through either the owner or rental agency, the unit owner shall be rendered liable for fines of up to one hundred dollars (\$100.00) each day the violation continues and the person or persons occupying the unit shall be required to vacate the premises upon due notice to owner/rental agent.
- 2.2. Any violation of these Rules and Regulations or damage of common property by guests, renters or lessees shall become the owner's or rental agent's responsibility and will render him liable for fines and assessments. The dollar amount of these assessments shall be determined by Mirabella's Board of Directors. Fines shall be determined in accordance to provisions set forth in Mirabella's "Association Bylaws", p. 18 and 19.
- 2.3. The total number of guests/renters in any unit shall be limited to ten (10) persons. An infant under two years of age is exempted.
- 2.4. In the owners' absence, approved guests may not entertain overnight guests without written permission from the owner.

**ARTICLE III  
RENTAL RESTRICTIONS**

- 3.1. As per “**CERTIFICATE OF AMENDMENT TO DECLARATON OF CONDOMINIUM FOR MIRABELLA OWNERS ASSOCIATION, INC.**”, **DATED MARCH 17, 2006, “NO UNIT SHALL BE RENTED OR LEASED FOR A PERIOD OF LESS THAN ONE (1) MONTH THROUGHOUT THE YEAR.”** Unit owners of record who voted against this amendment before this amendment was duly recorded on March 17, 2006, shall have the right to rent or lease according to the “Declaration of Condominium of Mirabella”, which states: **(10).F. Minimum Rental Period: No unit shall be rented or leased for a period of less than (i) one (1) week during the summer season beginning with the week containing Memorial Day and ending with the week containing Labor Day, or (ii) one (1) month during the remainder of the year.**
- 3.2. Owners of record on March 17, 2006, who voted against the amendment were: Owners of unit numbers: **101, 302, 401, 402, 403, 601, 602, 702, 903, 1101, 1103, 1201, 1403, 1501, 1502, and 1702.** In case these specific units are sold, new owners shall revert to the amended rental restriction as specified above (3.1.).
- 3.3. Owners who rent or lease must provide MC with the following information:  
3.3.A. Name and address of rental agency.  
3.3.B. Name and contact numbers of agent(s) overseeing the rental or lease.
- 3.4. It shall be the responsibility of owners to keep MC informed of any changes of rental/lease agencies.
- 3.5. Failure to comply with above said rental restrictions and rules shall be subject to fines of up to \$100 per day to be assessed in accordance to provisions set forth in Mirabella’s “Association Bylaws”, p. 18, 19. Renters and lessees who occupy units that are not registered as rental units with MC shall be, upon due notice to owner asked to vacate the premises
- 3.6. **Weekly rentals prior to the week containing Memorial Day and after the week containing Labor Day, as per Mirabella’s Condominium Documents ((10)F), are strictly prohibited.** In case such breach occurs, rental agency or owner agent shall be notified and shall be required to have tenants vacate the premises immediately. Fines of up to \$100 per day will be assessed as per provisions set forth in Mirabella’s “Association Bylaws”.

**ARTICLE IV  
BEACH, SWIMMING POOL AND HOT TUB AREAS**

- 4.1. Use of both indoor and outdoor pools and hot tubs is at your own risk. No life guards are provided. Non-swimmers or children requiring PFDs must be personally

supervised by a parent or guardian either in the pool with the child or sitting within arms reach on the deck. Children under the age of twelve (12) must be accompanied by parents or approved adult supervisors appointed by the parents. **DIVING IS NOT ALLOWED. The “feet first” principle should be followed.**

- 4.2. Only owners, their guests, renters and lessees may use the pools or pool areas. Unauthorized persons will be ejected from the pool areas.
- 4.3. All persons and beach/pool toys must be “sand-free” before entering gated pool area. All persons must shower before entering pools and hot tubs.
- 4.4. Bathers must dry themselves and equipment before entering the building to prevent water on floors, causing slippery conditions.
- 4.5. There shall be no jumping or diving from balconies or other heights into the outdoor pool. Such actions will result in expulsion from the property. Running, loud or boisterous conduct or disturbing noises will not be tolerated in the pool areas or elsewhere.
- 4.6. Diapered children, unless in “swimming diapers”, may not be placed in pools or hot tubs.
- 4.7. Glass containers of any kind are not permitted in the pool areas or decks. Pool furniture must be kept four (4) feet away from pool edge to allow safe passage. All foods and drinks must be kept four (4) feet away from pool edge. All persons must clean up after using pool areas as food items, wrappers, empty drink containers will attract insects, birds and rodents.
- 4.8. Animals are NOT allowed in the swimming pool/hot tub areas.
- 4.9. Smoking is prohibited in all Mirabella’s indoor facilities.
- 4.10 Pools and hot tubs are open from 7:00 AM until 10:00 PM, but may be closed for maintenance without prior notice.
- 4.11 Florida law prohibits dogs, leashed or not, or any other pets on the beach. Florida law also prohibits people on the dunes. Stiff fines from Escambia County may result from such violations.
- 4.12 Florida State Law prohibits glass containers and bottles on the beach. No exceptions.
- 4.13 Florida State Law prohibits fires on the beach.
- 4.14 For the safety of all owners/guests and Public Safety Officials. ALL holes dug in the sand must be filled at the end of each day.

## **ARTICLE V PETS**

- 5.1. No visitor, guest, renter or lessee may bring a pet to the condominium. Owner's pets are restricted to designated doggie areas and must be leashed or otherwise under the owner's control at all times except when in the owner's unit. Owners are responsible for cleaning up after their pets. The keeping of a dog or other pet at Mirabella is not a right of a unit owner but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that the pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence at Mirabella.

## **ARTICLE VI WASTE DISPOSAL**

- 6.1. All waste is to be disposed by kitchen garbage disposal units or through the trash chutes and into dumpsters. No waste, INCLUDING CIGARS AND CIGARETTES, is to be disposed at any time from balconies or windows.
- 6.2. Soiled diapers and spoilable refuse shall be placed in a plastic bag and tied or sealed before placing in the trash chutes. All other chute refuse shall be placed in bags. Large cardboard and boxes are to be placed outside the trash room, which is located on ground level.

## **ARTICLE VII FITNESS, SAUNA AND STEAM ROOMS**

- 7.1. Only owners, registered guests, renters and lessees may use the fitness, sauna and steam rooms. Unauthorized persons will be ejected from these areas.
- 7.2. The fitness equipment, sauna and steam rooms are used at your own risk. Children under the age of 18 must be accompanied by a parent or other appointed adult. No children under the age of 12 are allowed in any of these rooms.
- 7.3. Any damage to fitness equipment or steam and sauna rooms will be the responsibility of the registered user/owner.
- 7.4. No food or glass containers are allowed.
- 7.5. All users are required to clean up area after each use.
- 7.6. **Users of fitness room must be dressed in proper attire. Specifically, no wet**

**swim suits in fitness room.**

## **ARTICLE VIII PARKING**

- 8.1. All vehicles parked in Mirabella's property must display either a guest's parking pass or owner's parking pass. Any vehicle without a parking pass displayed in full view will be subject to towing at vehicle owner's expense. Parking areas will be checked daily by MC. Owners and guests are asked to report any vehicle(s) without the proper parking pass to MC.
- 8.2. Guests and renters are permitted the use of two vehicle parking spaces per unit, subject to availability. This vehicle must be a passenger car, small truck or van. Trailers, recreational vehicles, buses, motor homes, trucks, boats and jet skis are not to be parked in Mirabella's property.
- 8.3. Parking in Mirabella property is at the risk of the owner. Mirabella HOA assumes no liability for loss or damage due to theft, vandalism or loss from any other cause to vehicles and property. Similarly, damage to Mirabella HOA property is the financial responsibility of the vehicle owner.
- 8.4. Handicapped spaces are absolutely reserved for vehicles with an official handicapped sticker. Violators are subject to towing, booting and fines.
- 8.5. The speed limit on Mirabella property is five (5) miles per hour.
- 8.6. Long term parking: as a courtesy to others, owners are asked to park in the West parking lot. Furthermore, lots adjacent to the building are not to be used for storing vehicles.

## **ARTICLE IX OWNERS' LOUNGE**

- 9.1. The owners' lounge is reserved exclusively for the use of owners and their families who must be present during such use. Children under the age of eighteen (18) must be accompanied by an adult owner.
- 9.2. Use of the owners' lounge for private functions must be reserved in advance subject to availability. Holiday reservations are subject to cancellation if any Association function is subsequently planned for that date.
- 9.3. Clean-up is the responsibility of the user.
- 9.4. Owners are responsible for any damage to the lounge property caused by themselves, their guests, or any hired person(s).

## **ARTICLE X USE OF UNITS**

- 10.1. **Noise:** In order to assure the comfort of all residents, the playing of phonographs, radios, television sets and musical instruments must not exceed a reasonable volume at any time. This applies to all public areas as well as inside units. Between the hours of 10:00 PM and 10:00 AM the volume shall be kept at a level that cannot be heard outside the unit in which located. All residents and guests shall refrain from any activity that would disturb other residents.
- 10.2. **Decoration:** No unit owner shall decorate any part of his unit or the building so as to change the appearance of any balconies except for the proper display of flag(s) as provided by Chapter 718.113(4), Florida Statutes. This includes the painting of any balconies except floors, illumination of the exterior of the building, display of plants or other objects upon balconies or railings. Under no circumstances will containers be allowed that will permit water and/or plant fertilizers to soak through to the building floors and/or lower walls and railings. Any exception must be approved by the Board of Directors in writing.
- 10.3. **Fire Hazards:** No article shall be stored nor any use made of any part of the condominium property that will constitute a fire hazard.
- 10.4. **Hanging of Objects:** No towels, clothing, laundry, etc... shall be hung from terrace or balcony railings.
- 10.5. **Luggage Carts:** All luggage carts need to be returned immediately to the lower lobby staging areas.
- 10.6. **Sliding Glass Doors and Windows:** This area is subject to sudden rainstorms without warning. In order to avoid water damage to a unit as well as to other parts of the building, occupants of a unit are required to close all windows and doors exposed to the weather whenever no one is to be in the unit. Failure to close windows and doors will render the unit owner liable for resulting damage.
- 10.7. **Equipment Failure:** Equipment shall be used only for the purposes intended. Failure of any equipment shall be reported immediately to the management regardless of the responsibility for maintenance in order that proper precautions may be taken to avoid damage of other equipment and other units. Each unit owner shall be liable for all damages caused by misuse of equipment by residents or guests of the owner's unit.
- 10.8. **Installations:** Only such awnings, blinds, shades, hurricane shutters, and sunscreen shall be used in balconies or windows as are approved by the Association.

- 10.9. **Risk Management:** Nothing will be done or kept in any unit or in the common elements that will increase the rate of insurance on the building or contents of the building without the prior written consent of the Board. No owner will permit anything to be done or kept in the owner's unit or in the common elements that would result in the cancellation of insurance on the building or the contents of the building, or that would be in violation of any law or building code.
- 10.10. **Association Access:** The Association, to facilitate its right of access to all units, shall retain a pass key to the units, and the unit owners shall provide the Association with a new or extra key whenever locks are changed or added for the use of the Association pursuant to its statutory right to access to the units.

#### **ARTICLE XI ELEVATORS**

- 11.1. The elevators serving the condominium are primarily intended for use as passenger elevators for residents and their guests. The elevators shall be available for remodeling or for heavy furniture transfer only during the very early hours of the morning or during the off season period when the condominium building is experiencing light occupancy. Unless the elevators have been posted with a notice to the contrary, "very early hours" shall be between 6:00 AM and 9:00 AM, Monday through Friday and "off season" shall be between October 1 and March 1 of the following year.

#### **ARTICLE XII BALCONIES, FIRE ESCAPES, HALLS, STAIRWAYS AND WALKWAYS**

- 12.1. Fire escapes, halls, stairways and landings are for ingress and egress to and from units and shall not be obstructed. This precludes the leaving of any articles in these areas, including baby carriages, bicycles, supplies, etc... This prohibition is in compliance with the fire code/insurance requirements and is for the protection of residents in case of fire or other emergency and will be strictly enforced.

#### **ARTICLE XIII RIGHT TO AMEND**

- 13.1. The Association reserves the right to change, amend, delete and/or waive any of the rules set forth herein.

#### **ARTICLE XIV REFERENCE TO OTHER DOCUMENTS**

- 14.1. These rules and regulations do not purport to constitute all of the restrictions affecting the Condominium and common property. Reference should be made to the Condominium documents.