Hypoluxo's Mariner's Cay Condominium Association
General Rules & Regulations

The below listed rules are a condensed listing of general rules and regulations established to create a more cohesive environment for unit owners/tenants and their invited guests. For a complete listing and description of all general rules and regulations, please refer to your governing documents. Your cooperation and attention to these rules is for the greater good, aesthetic appearance and value of our community.

Signature: _____

Date: _____

These rules and regulations were approved by the Board of Directors on November 29, 2022

Use of ATTACHED Covered Parking Garage and Parking Space Directly in Front of Garage Door of ATTACHED Garage, Limitations on Use of Guest and Unassigned Parking Spaces.

1) If a Unit has an ATTACHED garage, the owners, tenants, occupants, guests and visitors of the Unit are required to park their vehicles in the ATTACHED garage and in the parking space directly in front of the garage door, BEFORE such owners, tenants, occupants, guests and visitors park a vehicle in any unassigned common element parking space or guest parking space.
2) An ATTACHED garage shall not be used for storage of private property to the extent that the private property would interfere with their vehicles being parked in the garage. The Association may enter and inspect any garage to determine if the owners and tenants are complying with this rule.
3) The Association reserves all rights and remedies to enforce this Rule, including but not limited to, fining and towing of vehicles from the unassigned (guests) parking spaces. The Board of Directors may implement any procedures the Board deems necessary to carry out this rule including requiring specific identification decals for vehicles.

Use of a Detached Covered Parking Garage, Limitations on Use of Guest and Unassigned Parking Spaces.

1) Several Units have a covered DETACHED parking garage – meaning not attached to the Unit. Some Units have more than one (1) covered DETACHED parking garage associated with the Unit.
2) If a Unit has one(1) or more DETACHED garages, the owners, tenants, occupants, guests, and visitors of the Unit are required to park at least one (1) vehicle in one of the unattached garage(s) associated with the Unit, BEFORE such owners, tenants, occupants, guests and visitors park a vehicle in any unassigned common element parking space or guest parking space.
3) The owners, tenants, occupants, guests, and visitors of the Unit shall not use at least one (1) of the detached parking garages associated with the Unit for storage of private property to the extent that the private property would interfere with their vehicles being parked in the garage. The Association may enter and inspect any garage to determine if the owners and tenants are complying with this rule.
4) The Association reserves all rights and remedies to enforce this Rule including but not limited to fining and towing of vehicles from the unassigned (guests) parking spaces. The Board of Directors may implement any procedures the Board deems necessary to carry out this rule including requiring specific identification decals for vehicles.
5) If any portion of this rule is invalidated by a court or administrative body, the remainder of this Rule shall remain unaffected, shall be enforceable and in full force and effect.

Vehicles:

1) All residents' vehicles must have a current registration sticker displayed as required by the state rules where the vehicle is registered. The Mariner's Cay (MC) blue decal shall be displayed in the lower left of the vehicle's windshield. For motorcycles, on the front fender or left front wheel strut. The license plate must be attached to the vehicle. Or other clearly visible location on the front of the motorcycle.
2) No commercial vehicles (vehicles used in a commercial enterprise) or cargo vans of any type, with or without commercial markings, may be parked within the community, at any time. The exception is a contractor servicing a unit and is permitted until 5:00 PM or during an emergency. In addition, all law enforcement vehicles are allowed.
3) Electric, plug-in, hybrid or any other vehicle that requires electrical charging, needs Association approval.
4) Tractors, motorhomes, campers, trailers (with or without wheels), jet skis and boats, are not permitted to be parked or stored in any communal area. Tractor-trailers, semi-trucks, and 18-wheelers are not permitted on the property.
5) Vehicles must not exceed 20 feet in total length (trailer hitch include in total length) and be no wider than 6' 6" total width **(INCLUDES TIRES)**. **EXCEPTION:** The Association will impose a smaller vehicle size in length for unit's whose parking space is not long enough to accommodate the larger vehicle. NOT EVERY PARKING SPACE IN MARINER"S CAY IS THE SAME SIZE.
6) Items may not be stored or left overnight in the beds of pickup trucks. Side mount toolboxes or flatbed racks and carriers on pickup trucks are prohibited. Pickup truck tailgates must be closed always, and tailgate extenders may not be used.
7) Vehicles with aftermarket exhaust systems that exceed OEM exhaust noise DB levels are prohibited. Any after-market modifications must be approved by the Board i.e., oversized tires, lifted suspension.
8) No maintenance or repair of vehicles, except for emergency repairs, shall be made within the community. Any vehicle that cannot operate under its own power shall not be permitted in the community for longer than 24 hours. Vehicles that are inoperable, have broken windows, torn tops, missing parts, extreme rust, or severe body damage are not permitted. They will be towed at the owner's expense.
9) No motorized vehicle, of any type, shall operate within the community unless driven by a licensed driver.
10) Moving vans cannot remain overnight without prior approval by the Association Management and must be parked at the Association Office.
11) Moving PODS cannot remain for more than 48 hours. They must fit within the assigned parking space. The Association Office must be provided with a completed moving POD form for approval, no later than 7 days prior to placement.
12) Offensive or sexually suggestive materials as determined by the Board of Directors is prohibited. Magnetic signs must be removed from all residents' vehicles while on property.

Pets:

Pet ownership is a privilege in the Mariner's Cay Condominium community. This privilege is not to be abused by discourteous behavior or the creation of nuisances defined as loud noises or threatening behavior.

1) Unit owner/tenant(s) are responsible for complying with all regulations set forth by Palm Beach County with respect to licensing and vaccinations.
2) All pets must be registered with the Association and the owner must provide the current vaccination forms each year to the Association Management.
3) No more than two (2) pets with a combined total weight of more than 35-pounds or which will exceed 35 pounds at maturity shall be permitted.
4) No exotic pet or exotic animal shall be kept within the confines of the unit. Exotic or venomous pets or any pet that if let loose would constitute "vermin" are not permitted.
5) No pet or pets considered an aggressive mixed breed or pure-bred animal per Palm Beach County shall be permitted in the community. Pit Bulls, Mastiffs, Presa Canarios, Rottweilers, or any crossbreed of such are not permitted.
6) All dogs must REMAIN leashed, temporarily caged, or carried always per county ordinance, except within your unit or the fenced puppy park. No pets are permitted on the beach, in the clubhouse or within the pool/spa fenced enclosure.
7) Unit owner/tenant(s) who exceed the number or weight of pets permissible shall receive a violation notice to have the pet(s) removed within fourteen (14) days. Owner/tenant(s) who do not voluntarily remove the offending pet shall be subject to legal action.
8) If an animal is reported to be a nuisance to others and it is confirmed by the Association Management, the pet owner must correct the behavior. If not, the Association can require its permanent removal.
9) Animal owner/tenant(s) and/or the person handling the pet outside the unit is responsible for picking up and disposing of the animal waste. Puppy pots and bags are available throughout the community.
10) Unit owner/tenant(s) will be responsible for any damage done by their animals to other unit owner(s) or common property.
11) Do not leave your animals on the balcony or patio if you are not present in the unit. Ground floors may not tether their animals.
12) Animals are not to be kept, bred, or maintained for commercial purposes.

Clubhouse Rules: Our Clubhouse is a valuable community asset provided for the use of all Mariners' Cay unit owner(s)/tenant(s). All guests must be accompanied by a resident or owner.

1) Unauthorized persons shall not be given access to the clubhouse by anyone.
2) Clubhouse hours are from 5:00 AM-11:00 PM. The doors and gates lock at 11:00 PM and the lights are turned off at 11:15 PM.
3) No pets shall be permitted within the clubhouse.
4) The Board has the discretion to adjust pool and clubhouse hours as may be necessary for maintenance, repair, safety, or legislative purposes.
5) Any person under the age of 15 must be accompanied by an adult. No one under the age of 15, may utilize the gym equipment.
6) Please notify the Association office if you notice any damage, missing items, or malfunctioning equipment. Unit owner/tenants shall be responsible for any damage.
7) The billiard room, entrance hall and wet bar area may be reserved for private parties at a cost of $100.00, which is non-refundable, plus a security deposit of $500.00. Proof of the unit owner's current HO6 insurance policy is required for approval. The application is contingent upon approval by the owner and Association Management.
8) Each unit owner/tenant(s) using the clubhouse for any purpose is responsible for the clean-up.
9) Turn off TV, fans, and lights when not in use.

Pool/Spa/Beach: Hypoluxo's Mariner's Cay offers a watercraft storage rack for its residents only. If available, a space on the rack can be rented for $15.00/month, payable in advance, for the term of the lease if a tenant, or the owner annually. No watercraft may be left on the grassy area near the rack, these items will be immediately removed by Management. Be certain any item is secure to the rack. The Association is not responsible for damaged, lost, or stolen items.

1) The pool, spa and beach are for owners/tenants. The owner/tenant must accompany all guests in these areas. They are responsible for their guest's actions and behavior. People who become rowdy or intoxicated will be asked to leave the pool area. The owner/tenants may be subject to fines.
2) The pool gate must remain locked due to the Florida state regulations to prevent unauthorized people from entering unattended. Do not prop open.
3) All umbrellas must be closed when you are leaving the area.
4) The Board has the discretion to adjust pool and clubhouse hours as may be necessary for maintenance, repair, safety, or legislative purposes**.**
5) All unit owners, tenants, and guests shall swim at their own risk. NO LIFEGUARD is on duty.
6) NO DIVING into the pool is permitted.
7) No pets shall be permitted within the fenced pool, spa, or beach area.
8) Swimming in the pool shall be permitted only during hours posted.
9) Nudity and indecent acts are not permitted in public places. Florida State Statute 800.03 states "No exposure of sexual organs. – It is unlawful to expose or exhibit one's sexual organs in public or on the private premises of another, or so near thereto as to be seen from such premises, in a vulgar or indecent manner." Violation of the section is a misdemeanor of the first degree, punishable as provided in s.775.082 or s.775.083.
10) No minor under age 15 shall be in the pool area without adult supervision.
11) A child who cannot swim safely may not enter the swimming pool, or be within the gated pool area, unless accompanied by an adult who is in the pool area supervising the child.
12) Anyone not toilet trained, whether wearing diapers or not, are prohibited from entering the swimming pool.
13) All persons must shower before entering the swimming pool.
14) The maximum capacity is 36 persons.
15) Running, Jumping, Skating, Skateboarding, Bicycling or any other activity that creates a danger or annoyance in the swimming pool area shall be prohibited. Use of extension cords is prohibited.
16) Beverage or food is not to be consumed while in the pool.
17) Glass bottles or other breakables are not permitted within the entire fenced-in pool deck
18) Pool furniture must remain on the pool deck.
19) If suntan oil is used, a beach towel must be used to cover the pool/patio furniture.
20) Pool safety equipment shall remain in place and not be used for any purpose other than intended.
21) Each person using the grill or beach area shall clean the area and remove all trash or other debris.
22) There shall be No Loud Noise or other disturbance in the pool area at any time.
23) BEACH
    a) All lounge chairs must remain near the top of the beach facing the water.
    b) Jet skis may not be beached from the intracoastal on the private beach.
    c) Please remove cigarette butts and all trash from the beach area when leaving.

Prospective Owner(s)/Tenant(s):

1) All persons must be accompanied by a realtor or the unit owner while on the property.
2) All adult applicants must complete a screening process and have Board approval prior to moving in. The screening process includes filling out an application form, paying the application fee (spouses and dependent children are considered one applicant), Board approval, and a move-in meeting with the Association Management.
3) Anyone who is 19 years old or older, who is not a registered owner, must be screened and interviewed. If said person is a dependent, spouse, or legal domestic partner a lease is not required. The owner on the deed must provide the Association with a letter granting permission for the dependent, spouse, or domestic partner to have approval to live here and use the amenities.
4) Applications must be completed in full and include all supporting documents.
5) Owners must provide a fully executed lease prior to move-in. Owners must also provide a copy of any intent to extend or renew any lease, which is subject to Board approval. Fully executed copies of any such documents should be provided to the Association office. Leasing of a unit is limited to a minimum of 6 months.
6) Tenants moving into another unit must still have Board approval and pay a transfer fee of $75.00.
7) There shall be no transient residents.
8) There shall be no subleasing of a unit permitted under any circumstance.
9) Tenants are advised to obtain rental insurance to protect themselves and their guests as required by the Association Docs.
10) For security purposes, owners are required to contact the office immediately when a tenant vacates the unit.
11) A copy of the key needs to be provided to the Association Management.
12) Inform Association Management of all move-ins and move-outs one week prior to the move. Move-in and move-out can only occur during the hours of 9:00 a.m. and 7:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturday and Sunday.
13) Owners who are more than 90 days' delinquent with the maintenance fee assessment could lose their right to vote on Association matters, their right to serve on the Board of Directors, and all rights to use the recreational amenities. These amenities include the pool, the Spa, the access to the clubhouse and the Fitness Center. Loss of use rights includes the unit's owner(s), the unit's tenant(s), and all invitees and guests of the unit. These rights will be restored if the unit owner pays monetary obligations in full, or the unit owner is abiding by a payment plan that is established with our attorney and approved by the Association.
14) If the unit is occupied by a tenant and a unit owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the tenant pays to the Association the subsequent rental payments and continue to make such payments until all monetary obligations of the unit owner related to the unit have been paid in full to the Association. The tenant must pay the monetary obligations to the Association until the Association releases the tenant or the tenant discontinues tenancy in the unit.
15) The Association has up to 30 days to approve/disapprove an application for residency after having been provided all required documentation for residency.

Guests:

1) Any guest staying in an association approved tenants' unit for longer than fourteen (14) days must notify the association office in advance and in writing their names, relationship, arrival, and departure dates.
2) Any guest of an owner-occupied unit for more than thirty (30) days must be registered with the association office in advance and in writing with their names, relationship, arrival, and departure dates.

Balconies, Patios, Terraces, and Front Door Area Condition:

1) All balconies, patios, terraces, and front door areas are subject to inspection by the Property Manager to assure that they are consistent with the aesthetics, uniformity, and/or safety of the community.
2) Residents shall not allow anything to be thrown or swept from any balcony, door, patio, or window. Towels/clothing may not be hung from the railings. Railing screens and oversized tables/bars must be approved by the Board.
3) The only approved grills allowed anywhere on the property, are those provided by the Association and electric grills measuring no more than 200 square inches of heating area. NO charcoal/gas/propane dehydrators/smokers are permitted. The Association provides an outdoor fire pit for exclusive use on the beach. Association members desiring to use the fire pit shall obtain management approval and designate in writing the resident responsible for safe use of the fire pit, clean up, and proper storage of the fire pit by the BBQ grill adjacent to the beach.
4) Plants, window boxes and other objects must not be attached to balcony railings**.**
5) Only tripod satellite dishes are allowed on any balcony or patio. Satellite dishes may not be attached to the roof, patio, balcony, railing, or walls.
6) All exterior holiday decorations, including string lights, must be removed within two weeks after the holiday.
7) You cannot store such things as coolers, chests, strollers, bicycles, or trash cans on your patio/balcony/terrace/front door area or hallways.
8) Units that share a breezeway with other units may not place or store any items outside of their door.
9) Residents are responsible for the removal of all personal belongings, from any patio/balcony/terrace/entry areas, upon notification of an impending hurricane.

Garbage:

1) All trash and refuse shall be deposited in the appropriate trash chute, compactor, or dumpster.
2) NO garbage or other trash receptacles may be stored on common or limited common property (hallways, balconies, stairwells, driveways etc.)
3) The bulk area is for resident use only. Please do not bring bulk items into the property for disposal. Large bulk items and recycling must be placed in the appropriate container or area. Bulk trash is not recycling, household trash or other items like paint.
4) Cardboard boxes shall be broken down and placed in the carboard dumpster by the bulk trash area.

Destruction of Property: Unit owners shall be financially responsible for any damage to the common elements and/or limited common elements of the association that is caused by the unit owner(s)/tenant(s), their family members, contractors, invitees, or guests.

Noise/Nuisance: A resident shall not permit anything to be done to or to be kept in their unit that shall interfere with the rights or disturb other residents.

1) The Town of Hypoluxo's noise ordinance restricts noise between 11:00PM and 8:00AM.
2) The Town of Hypoluxo requires that contractors/vendors time of operation be Mon-Fri from 8am to 6pm. No work on Saturday Sunday, or holidays unless explicitly approved by management.
3) Residents shall not commit or permit any nuisance, illegal behavior, or inappropriate behavior in the unit or on the property.
4) Replacement of all floor coverings, including the approved soundproofing, requires approval of the Association Management and Board of Directors prior to installation. Sound absorbing underlayment under flooring is not required for ground floor Units.
5) Report all nuisance complaints to the Association Management or Lantana Police Department.
6) No nudity or indecent acts are permitted in public places.

Safety: We are committed to providing a safe and secure community. If you see anything out of the ordinary, or anything of concern, please notify the Association office at 561-588-1117 during normal business hours. Contact our after-hours emergency number at 866-378-1099 for emergencies that do not require the police or fire department but need immediate attention.

1) To report an emergency, please call the Lantana Police at 561-540-5701 or 911 depending on the severity of the situation.
2) Cameras are located throughout the community, all streets, lobbies, pool, and beach areas.
3) The entry and exit gate cameras record license plate numbers and violators will be held responsible for any damages to the gate systems.
4) Any vehicle striking or encountering the sliding gate or gate arm will result in a minimum charge of $100.00 to the owner/resident/guest or vendor. This may be increased up to the cost of replacement and/or repairs, depending on the amount of damage or service required.
5) Mariner's Cay property is a tightly congested area. Strict adherence to traffic rules on the property is mandatory for the safety of all people on the property. Speed limit **(10 mph)**, stop signs, and all other traffic signs throughout the community shall be obeyed.

Parking:

Parking on Mariner's Cay property is extremely limited. Adherence to parking rules is essential for community safety and aesthetics.

1) Guest parking spaces shall not be utilized by the same vehicle for longer than 48 hours unless approved by the Association Management. Please contact the Association office if you are going on vacation or will otherwise be out of town.
2) The garages and designated parking spaces are assigned and reserved for the rights of those owners or the owner's designee. Anyone parking in another owner's assigned spot can be immediately towed or fined at the request of the owner.
3) Guests must park in the guest parking spaces identified by the yellow curb stops marked "GUEST." Parking is also available at the front office.
4) Parking along the grass, curbed roadways, fire lanes, tow-away zones or any other assigned parking space not belonging to the resident is prohibited**.**

Bicycles: Bicycles can be placed or stored in the designated areas. Bike racks are available at the clubhouse, 1200 building (west entrance), and 1000 building (west entrance). Be certain any item is secure to the rack. The Association is not responsible for damaged, lost, or stolen items.

Entrance/Exit Doors: NO unit owner/tenant shall allow entrance/exit doors or garage doors to remain open for an extended period or overnight.

Fire Doors: Unit owners/tenants and their respective family members and guests shall not use the fire doors for entering and/or exiting the building, except in an emergency.

Yard Sales: Yard sales are not permitted within the condominium property.

Obstructions: Any communal area (parking areas, entrances, driveways, passages, vestibules, stairways corridors and halls) shall be kept open and shall not be obstructed in any manner. Outside door mats are permitted in any front door area that is not carpeted.

Roofs: Unit owner(s)/tenant(s), their family members and invited guests are not permitted on the roofs for any purpose whatsoever.

Signs: There shall be nothing visible from the exterior window of the condominium. "For Sale" or "For Rent" signs are not permitted.

Solicitation: There shall be no solicitation by any person on the property for any cause, charity, or for any purpose whatsoever, unless specifically authorized by the Board of Directors.

Storage/Garage Areas:

1) Nothing shall be placed in any storage/garage area which could create a fire hazard.
2) Hazardous materials are prohibited.

Windows:

1) Window treatments or linings that are visible to the outside must be white or beige in color.
2) Reflective or foil window treatments are prohibited.
3) Blankets, sheets, newspapers, and other temporary remedies are not permitted beyond two weeks after an owner or tenant first moves into a unit or when permanent window treatments are being cleaned or repaired.
4) Hurricane shutters may be closed or installed only after a "hurricane watch" and/or "hurricane warning" has been issued by the National Hurricane Center. The hurricane shutters will be opened no later than seven (7) days after a "hurricane watch" and/or "hurricane warning" has been lifted by the National Hurricane Center.
5) Replacement windows shall have white framed/gray glass and be of the same design as currently installed. All window replacements will be reviewed, and Association approval granted prior to any work to replace the windows commences. Owners will coordinate with management as to the date and time installation is to take place. No replacement work is permitted until management approves the work the day of the project.

Patio Screens:

1) Screen installation to be applied for with an architectural application that specifies the requirements and must be approved by the Board of Directors prior to the installation.

Employees or Vendor: No unit owner(s)/tenant(s) shall direct, supervise or engage the service of any employee or vendor of Mariner's Cay Association.

Recording (Audio or Video) of Meetings:

1. The only audio and video equipment and devices that may be used to record a meeting is equipment which does not produce distracting sound or light emissions.
2. Audio and video equipment must be assembled and placed in position before the meeting starts.
3. Anyone video recording or audio recording a meeting cannot move about the meeting room.
4. Anyone video recording or audio recording a meeting may not engage in behavior that is disruptive to the meeting.
5. Anyone wanting to video record or audio record a meeting must give advance written notice to management at least twenty-four (24) hours prior to the start time of the meeting if they intend to video record or audio record the meeting.
6. Any video recording or audio recording of a meeting may not be streamed or uploaded to any social media site, blog, application or other place on the Internet that is open to the public and that is not limited to only being accessed by the members of this Association, nor may any video recording or audio recording of a meeting be disseminated by e-mail or any other electronic means except to members of this Association.

Violation of Rules and Regulations:

The Association uses security cameras and will prosecute for vandalism, destruction, or theft of Association property.

A one-time violation such as, but not limited to, illegal or prohibited behavior, vandalism, destruction of property is subject to a fine of up to $100.00 per incident.

Continuing violations are subject to a fine of $100 per day until the violation is rectified, not to exceed a cumulative total of $1000.00. Legal action may result if the violation is not corrected.

1) A letter will be mailed to the owner and tenant advising that the Board of Directors will review the violation.
2) A letter will be mailed to the owner and tenant advising of the decision of the Board of Directors review.
3) A certified letter will be mailed to the owner advising of the date of the Fining Committee meeting. This letter will provide more than 14 days' notice.
4) A final letter will be mailed to the owner with the result of the Fining Committee. All fines must be paid within 5 business days.