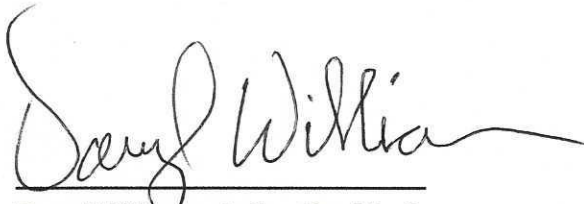


SOMBRERO RIDGE CONDOMINIUM, INC.
301-303 Sombrero Blvd.
Marathon, FL 33050

Dear Owners:

Attached are the revised House Rules incorporating changes made by the Board of Directors since the House Rules were amended in February 2008. Attachments include: the assignment of designated dock slips; Rental Form; and, "Good Things to Know at Sombrero Ridge". Please complete a rental form for each tenant and provide a copy to the Secretary. Please leave a copy of the House Rules in each unit as a reference. House Rules should also be emailed to each tenant before renting a unit at Sombrero Ridge. Effective October 1, 2023, the rental fee will increase from \$25 to \$100.

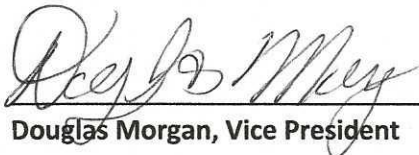
February 23, 2023



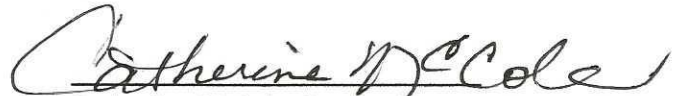
Darryl Williams, Acting President



Karen Hahner, Treasurer



Douglas Morgan, Vice President



Catherine McCole, Secretary



John Anderson, Board Member at Large

HOUSE RULES AND REGULATIONS

Sombrero Ridge Condominium

301 - 303 Sombrero Boulevard
Marathon, FL 33050

Effective February 24, 2023

The Board of Directors of the Association, pursuant to the Declaration of Condominium, has adopted the following **House Rules and Regulations**. Compliance with these Rules and Regulations is essential to the successful and satisfactory operation of the Condominium.

Each owner is required to regulate the occupancy and use of his/her unit so as not to unreasonably or unnecessarily disturb any of the other owners in the occupancy, use, or enjoyment of their unit.

The facilities of Sombrero Ridge Condominium are for the use and enjoyment of owners, renters, and house guests only. Visitors will be permitted to use the facilities only with the approval of the resident owners, or renters who still remain responsible for their guests.

Please advise your guest(s) of these rules and regulations in order to avoid any possible embarrassment.

COMMON AREAS

Common areas are the areas outside of the individual units that are available to all owners, renters, and guests. These areas are for the enjoyment of all the residents of Sombrero Ridge Condominium and are not to be restricted by some residents to the exclusion of others.

GENERAL

1.1 No resident shall be permitted to make any changes or alteration to any portions of the buildings or to any other part of the common area outside the confines of his/her own unit without prior written consent of the Board of Directors.

1.2 No owner or tenant may install an item in any common area without prior approval from the Board of Directors and all common areas must be kept free of personal items after use.

1.3 Cable TV is provided to all units. No owner shall be permitted to install antennas, satellite dishes, or any similar equipment anywhere outside his/her apartment, and nothing is to be installed on the roof of the buildings.

1.4 No resident may display or cause to allow to be displayed any kind of "For Sale" sign or other sign of or notice at his/her apartment or anywhere on the condominium property.

1.5 Persons walking across the grass do so at their own risk; as valves, electric outlets, hoses, and other objects may create hazards.

1.6 The stairs, walkways, and sidewalks are to be kept free of obstructions of all kinds. No storage of any kind is permitted on the stairways or walkways by order of the Fire Marshall. The allowance of two (2) preferably white chairs and a small table per apartment in exterior walkways are allowed so long as they do not hinder passage.

1.7 Owners, renters, or guests, with children; are asked to restrain their children from running or playing on stairs and walkways to prevent accidents and to limit noise from those activities.

1.8 Tenants may not: climb trees, remove pool furniture to their rental units, leave any personal items in the pool area or in the common areas, keep any electrical appliances plugged in at the pool, in the red storage sheds or in the pineapple garden, park on the lawn, or wash their vehicles on building premises.

1.9 Laundry facilities are for residential use only by owners and tenants. There are two washers and two dryers. Please clean out the lint filters in the dryers after each use. Do not dispose of food, drinks or detergent containers in the laundry's garbage. Laundry facilities are available from 8 am until 11 pm.

PETS

2.1 Owners, lessees, guests or visitors may not allow a dog of any kind on the premises of Sombrero Ridge Condominium at any time unless it is a service animal which has been approved by the Board of Directors prior to arrival.

2.2 Household cats are allowed, and other housebound pets, other than dogs, may be allowed with prior approval from the Board of Directors. Cats that roam outside at any time are not permitted.

2.3 No service animals are allowed in the pool area.

PARKING

3.1 Since parking is limited, owners will be allowed a maximum of two vehicles parked on condominium property. Parking, on the driveway in front of the condominium buildings is permissible, on the curb side only, except vehicles must not be parked in front of the walks that lead into the condominium area, and parking in front of the buildings is restricted to vehicles with an overall width of 80 inches or less, including tires and accessories, and an overall length of 210 inches or less. Parking spaces may not be reserved.

3.2 RV's, pickup trucks larger than Class II, or trailers, including boat trailers, shall not be parked in the parking area or drives except when loading or unloading. When the above vehicles are parked in the parking areas or drives, they may not be left in those areas overnight except as noted in section 1.9.

3.3 Parking places may not be used for any purposes other than the parking of private vehicles.

3.4 No physical alteration or addition may be made to any parking place without the written permission of the Board of Directors.

SECURITY

4.1 No soliciting of any kind, either in person or by e-mail, will be permitted at Sombrero Ridge Condominium at any time.

4.2 Please report any suspicious person or incident to a Board Member immediately.

4.3 No owner or resident shall change or otherwise alter the locks on any door unless the Board of Directors is notified and furnished with a key to the new lock. This is needed for bi-monthly pest control as well as any emergencies that may arise.

POOL

- 5.1 All persons using the pool do so at their own risk.
- 5.2 Children under 13 years of age are not permitted in the pool unless accompanied by an adult.
- 5.3 No service animals are allowed in the pool area.
- 5.4 No glass container of any kind is allowed in the pool area.
- 5.5 All suntan oils or lotions must be removed before entering the pool.
- 5.6 Floats, rafts, or similar equipment are permitted in the pool but must be removed from the pool area when the people using them leave the pool area.
- 5.7 To minimize the potential for liability as a result of an accident and to prevent objectionable noises, users of the pool area shall not participate in games which involve running, loud music or shouting. The pool area shall not be used after 10 pm.
- 5.8 During times when the thermal cover is used on the pool, the last person(s) using the pool shall insure that it is covered and secured to avoid unnecessary heating costs.
- 5.9 Only the person(s) designated by the President of Sombrero Ridge Condominium are allowed to enter the pool room and authorized to regulate the temperature of the pool water.
- 5.10 Additional rules are prominently posted in the pool area and users of that area are expected to follow them. From time to time rules may be added to ensure the safety and enjoyment of this area.

LIMITED COMMON AREAS

Limited Common Area is area that is owned by the Condominium Association, but where only certain people are allowed access. Examples of this include the balconies or screened in area attached to each unit, the storage area assigned to each unit, and the boat docks.

6.1. Fish are to be cleaned at the fish cleaning tables located at each end of the seawall. No fish cleaning is allowed on the seawall, finger piers, or on the dock boxes. When cleaning fish, it is strongly recommended that the remains be placed in a bucket and afterwards be deposited into deep water away from other boats. We are hoping that over time this practice will discourage birds from congregating on the docks and adjacent boats.

6.2 Food and any other debris, are not to be thrown in the water under any circumstances.

6.3 By order of the Fire Marshall, no grills of any kind are allowed on any areas covered by a roof.

6.4 Balconies with screens shall not be covered with permanent carpeting. Temporary carpeting is allowed but must be removed when the unit is not in use. The reason for this is that damp carpeting promotes spalling.

6.5 Potted or boxed plants may be placed on balconies provided the containers or drainage does not cause staining on the sides of the building and provided the heights of the plants do not exceed the heights of the enclosures.

6.6 A specific storage area is assigned to the owner of each apartment to store personal belongings, baggage, and sundry items. Highly flammable materials (such as gasoline) must not be stored in the storage rooms. Storage rooms are to be locked after each use.

6.7 Freezers may be kept in the owner's individual storage area and the Board of Directors must be informed. If an owner leaves for a period of five days or more, the owner must either empty and turn off the freezer or leave a key with a responsible person who will remove the contents if there is a power failure during his/her absence.

6.8 The owners of two-bedroom units in Building 2 are allowed to replace the tile flooring between the two adjoining units provided that they both share the cost and that their choice of tile is approved by the Board of Directors. Carpet will not be permitted.

BOAT DOCKS

HISTORY: Starting in the 1990's a shortage of available boat docking space became evident. The Board of Directors decided to create additional docking spaces but had no funds. To obtain the necessary funds, the Board gave all unit owners an equal right to give \$2,000.00 to build finger piers in exchange for a docking space that would attach to their unit. Eventually the owners of 19 units accepted the proposal and 7 declined. For many years afterward, an annual fee of \$50.00 was collected to maintain the docks, until the practice was discontinued in 2010. Subsequently, in 2021, the yearly fee was reinstated, when the Board realized that the reserves were not sufficient to fund repairs in a timely manner

There are now six docking spaces along the seawall and thirteen docking spaces at the newly constructed finger piers. They are numbered from East to West from 1 to 19. The boat docking spaces at Sombrero Ridge Condominium will hereafter be referred to as Designated Dock Spaces (DDS) in these Rules and Regulations. The assignment of Designated Dock Spaces are specific to each unit and are permanent and cannot be modified or changed except noted by the rules identifying unit to unit sale, transfer or condo sale to a new homeowner. To avoid

conflict of interests between homeowners with a DDS and homeowners without, the Sombrero Ridge HOA Board Members act as stewards for the homeowners with a DDS and cannot alter the permanent assignment of DDS without full concurrence of the affected homeowners. The House Rules serves in a secondary position to provide for an active sounding board to document the permanent DDS assignment changes as unit DDS are changed due to sale, or agreed transfers between homeowners.

7.1 The Dock Master will be will appointed by majority vote of the Board of Directors. The Dock Master will assemble a group of dock owners in order to manage day to day operations, monitor compliance of rules and regulations, and to make suggestions to the Board. The Dock Master and the Secretary of the Association shall maintain all DDS records. A written Certificate of Entitlement shall be given to each unit owner that has a DDS.

7.2 Boats will be limited to a length of 30', determined from either the manufacturer's specifications, title or registration. No enclosed fly bridge or enclosed elevated platforms will be allowed.

7.3 Boats moored bow-in at the finger piers shall not extend over the edge of the seawall walkway.

7.4 Boats moored parallel to the seawall shall be aligned within the center of their designated space to allow others to dock without impediment. Requests to add whip stanchions shall require coordination with the Dock Master to assure proper placement and to assure the proper installation. Any damage to the seawall caused by installation of whips will be the responsibility of the slip holder.

7.5 A slip owner shall not make any addition or alteration to their boat slip or finger pier without PRIOR APPROVAL from the Dock Master. No boat lifts or davits of any kind will be allowed. All fasteners used on the finger piers and or pilings are to be stainless steel. Only REMOVABLE stainless steel fasteners shall be used on the cement walkway for the attachment of mooring whips, cleats or dock boxes. No nails are to be used on wood pilings or finger piers, and no carpets or mats are to be attached to the finger piers.

7.6 The owner of a DDS may have by their slip, a storage locker (dock box) set flush with the water edge of the walkway. This locker must not exceed 72 inches in length, 24 inches in depth, and 18 inches width. It is to be constructed of fiberglass with a white finish, and kept in good repair.

7.7 Electrical cords and water hoses should be coiled neatly so as not to impede pedestrian traffic or create a trip hazard. Towels, rags, etc., are not to be hung from the lines separating the slips. To keep the docking facilities neat and clean in appearance, it is requested that items such as fenders, mooring lines, whips, electrical cords, and water hoses be removed when the slip is vacated for an extended period of time. Only signs approved by the Board of Directors may be placed on any finger pier or piling.

7.8 Anyone utilizing the dock facilities should exercise safe boating techniques while operating a boat. Lines of the proper size and placement, should be used to secure the boat and to prevent damage to the facility. All mooring lines are to be attached to pilings at a point no higher than one (1) foot above the seawall walkway. This will greatly minimize the stress placed on the pilings, which could cause them to loosen from the harbor bottom over time. The boat owner or operator will be held responsible for any damage caused to the seawall, finger piers, pilings, and/or other boats. No MAJOR boat or engine repairs are allowed while a boat is in a DDS.

7.9 No owner or renter may perform any major boat maintenance on the common areas of Sombrero Ridge Condominium, or leave a boat more than one (1) night in a common area between December 1, and April 30 and this must be approved by the Dock Master.

7.10 Should a hurricane become imminent for our area, all boats must be removed from the condo docking facilities. This is the responsibility of the boat owners. Any damage to the docking facilities or condo property by a boat that is not removed shall be solely the responsibility of the boat owner, or unit owner to whom the slip is assigned and not the Association.

7.11 Unit owners who have elected to have a DDS must pay equally all expenses for maintenance and repair of the DDS. Unit owners that do not have a DDS, do not have to pay any expenses for maintenance, repair or rental of the boat docking spaces.

7.12 An annual fee of \$100.00 is due by the end of February. If the money is not received by May 1, a reminder notice will be sent to the owner of the DDS. If the fee still remains unpaid on June 1, a final notice will be sent informing him/her that the DDS may be sold to another owner if the payment is not received within 10 days. The DDS will be sold to the next unit owner who has requested a slip. No funds donated for the construction of the DDS will be returned.

7.13 Unit owners who do not have a DDS, but want to have one, can request to be put on a list maintained by the Dock Master, who will help facilitate the transfer. A unit owner may transfer his/her DDS separately from his/her unit. The DDS cannot be transferred in any way to any person or legal entity that is not a unit owner. If a unit owner desires to sell his/her DDS to another unit owner, the buyer must pay the Association \$5,000.00 in addition to what he must pay for the DDS. All such funds received shall be placed in the Dock Reserve Fund.

7.14 A mutual exchange between two (2) DDS owners is permitted. This exchange can be temporary or permanent. A written, signed, and dated agreement by both parties involved must be presented to the Dock Master. No unit will be allowed to have more than one (1) DDS attached to it.

7.15 Pursuant to Florida Statute 718.106 (4) the association has the right to prevent dual usage by an owner or a tenant of the Association property and common elements. The Board of Directors hereby adopts the following dual usage laws.

1. A unit owner with a DDS may occupy their slip if the tenant waives such use rights in writing.
2. A unit owner may not stay overnight or LIVE aboard the boat while renting his/her unit.
3. A unit owner occupying his/her slip while renting their own unit may use the boat for periodic fishing trips, necessary repairs, or bottom cleaning.

7.16 A DDS owner may use another DDS owner's slip with their permission and with the Dockmaster's consent.

7.17 Owners or renters without a DDS can rent a slip. The Dock Master will arrange for a space, if available, on a first come basis. The rental fee is \$50.00 for owners, and \$100.00 for renters, on a monthly basis. There is no charge for a short-term usage of seven (7) days or less. Use of the slip does not include the use of the slip equipment such as dock lines, dock boxes, whips, water hoses, or electric cords, without the slip owner's permission in writing. All rental fees will be placed in the Dock Reserve Fund.

7.18 Boats using air conditioning shall be billed an additional \$25.00 per month or any part thereof.

INDIVIDUAL UNITS

8.1 Residents shall not make or permit unreasonable noises which will create a disturbance to other residents. Radios, TVs, and other such devices should be kept at a minimum level, especially when the windows are open. From 11 pm. to 8 am. is designated as a "quiet period" and residents are expected to be especially considerate of their neighbors.

8.2 Please keep all apartment doors secured at all times, whether or not you are in your apartment.

8.3 No owner or resident shall change or otherwise alter locks on any door unless the Association is informed and furnished with a key to the new lock (so that it may deal with emergencies which may arise and to provide access for regular pest control).

8.4 Owners are required to have a working smoke detector with a 10-year battery in each room. Smoke detectors that do not have a 10-year battery should be changed.

8.5 Owners should have at least one (1) working fire extinguisher in each unit, and it should be checked annually for the correct pressure.

8.6 Owners are encouraged to install either storm shutters or impact rated windows, according to the following standards:

1. Plans for installation must be approved by the Board of Directors.
2. Installations must conform to applicable codes and be performed by a contractor licensed for such projects. A building permit is required.
3. Exterior shutters must be white, consistent with the existing color of the buildings.
4. Attachment on the exterior wall between two adjacent units, shall not extend beyond the midpoint between the units.

8.7 Owners or occupants shall not bring into and/or keep in the apartment or commit or suffer to be done, any act, matter, or thing whereby the fire insurance or any other insurance on the building or any part thereof shall become void and/or suspended, or whereby the same shall be rated as a more hazardous risk than the date of occupancy of his/her apartment. Nor shall any owner or occupant bring into or keep in his/her apartment or the building or which is a part, an explosive, controlled or obnoxious substance.

8.8 The wastewater system at Sombrero Ridge and at the City of Marathon have a problem with improper items being flushed down the toilet. According to the City of Marathon, "The label might say 'flushable,' but disposable wipes and other products are clogging our sewer lines and damaging pumps and other equipment. Not only are these problems expensive to fix, they can also cause raw sewage overflows into homes, businesses and local waterways." The following items are prohibited from being flushed down the toilet and are to be disposed of in the trash: Cleaning wipes, grease, condoms, disposable diapers, tampons, sanitary pads, hair, paper towels, and facial wipes. If these items are found in the pipes, the unit owner will be responsible for the plumbing bill to remove them.

8.9 If your unit will be vacant for five (5) days or more, please turn off your water.

8.10 No object (such as towels, swimsuits, multi-colored shades, etc.) which may be considered a detriment to the appearance of the premises by the Board of Directors, may be placed or hung in any window or doorway even though such object may be located inside the apartment.

8.11 Interior apartment maintenance is the responsibility of the individual owners and residents. Rains come up suddenly, so be sure at all times to close all windows and doors when leaving your apartment to prevent damage to your own or other apartments. Window or door closing is not the responsibility of management. Said damage or damage caused to apartment by water or any other damage in an owner's apartment must be repaired or replaced within thirty (30) days or the Board of Directors shall have the work completed at the owner's expense.

8.12 Second floor units must put carpet, vinyl flooring or other sound buffering material on 60 percent of their floors.

8.13 Replacement and/or repair of damaged screen or glass is the responsibility of each owner.

8.14 Since pest control is a vital concern in this subtropical climate, no owner or renter shall refuse to allow the legitimate entrance of the pest control agent to complete preventative maintenance.

8.15 Removal or disposal of furniture or appliances is the responsibility of the owner concerned and arrangement for such removal/disposal must be made privately or through the City disposal company. The unit owner must advise the Board of Directors of the approximate date when the item will be picked up from the grounds of Sombrero Ridge Condominium.

8.16 Rentals are a minimum of thirty (30) days and a maximum of one year. Long-term rentals, defined as a lease of six (6) months or more must receive Board approval BEFORE being renewed. Renewals cannot exceed more than one (1) year. All tenants must be approved by the owners and no sublets by the tenants are allowed. Tenants must contact the owner of the unit with any issues, they are not to contact Board members directly.

8.17 When an owner rents his/her apartment, the owner must submit the rental form (which provides the name, contact phone number, dates of rental; and make and model, state, and license plate number of the vehicle) to the Board of Directors. There is a fee of \$100 each time a unit is rented. The fee is payable to Sombrero Ridge Condominium and sent to: Cruz Morato & Associates, 5800 Overseas Highway, Suite 17, Marathon, FL 33050.

8.18 Owner shall furnish a copy of the House Rules and Regulations to each tenant/guest prior to the execution of the rental agreement, along with a copy of, "Good Things to Know at Sombrero Ridge Condominium", attached. Each tenant/guest must acknowledge in writing that he/she has read the same, understands them, and will comply. Any tenants who are not provided a copy of these "Rules and Regulations", by the owner, will be provided a copy by the Condominium Association, and the owner concerned will be billed \$50.00 by the Association for providing this service.

8.19 No more than four (4) adults shall occupy a one (1) bedroom unit at any given time, and no more than six (6) adults shall occupy a two (2) bedroom unit at any given time.

8.20 For the most expeditious handling of any grievance, owners are to present same in writing to the Board of Directors. The grievor may expect a written response from the Board of Directors within thirty (30) days.

These House Rules may not be amended except where a minimum of two-thirds of the Board of Directors agrees to the changes.

ASSIGNMENT OF BOAT SLIPS BY SOMBRERO RIDGE BOARD OF DIRECTORS

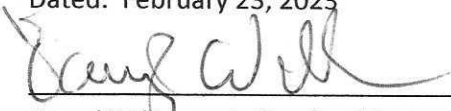
Assignment of boat slips are attached to the units to which they have been assigned.

The assignment of boat slips are numbered from East to West with labels on the pilings providing the slip number and the unit number for each.

1. Unit 201 (Tenney)
2. Unit 110 (Anderson, MS)
3. Unit 203 (Canova, J)
4. Unit 202 (Colley)
5. Unit 101 (Diaz)
6. Unit 104 (Hicks)
7. Unit 105 (Bravo/Ascunce)
8. Unit 204 (Burke)
9. Unit 107 (Puhl)
10. Unit 106 (Jakubosky)
11. Unit 206 (Hahner)
12. Unit 109 (Morgan)
13. Unit 212 (Williams, D)
14. Unit 113 (Canova, L)
15. Unit 208 (Petisco)
16. Unit 210 (Margopoulos)
17. Unit 207 (Murzi)
18. Unit 209 (Young)
19. Unit 213 (Anderson, J)

Originally, there were 17 slips. Two more were added in front of the pool, thus, adjusting the numbers.

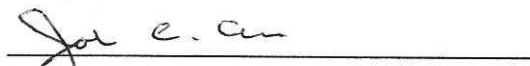
Dated: February 23, 2023



Darryl Williams, Acting President




Karen Hahner, Treasurer



John Anderson, Vice President



Catherine McCole, Secretary



Doug Morgan, Board Member at Large

SOMBRERO RIDGE CONDOMINIUM, INC.
301-303 SOMBRERO BLVD.
MARATHON, FL 33050

RENTER REGISTRATION

I, _____, expect to have the person(s) listed below in

my unit from: _____ to _____

Name(s): _____

Phone number(s): _____

VEHICLE INFORMATION

State: _____ Make: _____

Model: _____ Plate Number: _____

Signed: _____ Unit #: _____

Date: _____

GOOD THINGS TO KNOW AT SOMBRERO RIDGE

Welcome to Sombrero Ridge. We're happy to make your acquaintance. In order to make your stay more enjoyable for all, below are a few things you'll need to know.

TRASH: There are dumpsters in each parking lot for trash. Pick up is twice a week – Monday and Friday mornings. If you have furniture or a large appliance to be thrown out, place it next to the dumpster and call call MGS (305) 743-5165 to arrange pickup. There is no charge for appliances as long as all doors are removed.

RECYCLING: is picked up on Thursdays. The blue bins next to the dumpsters in each parking lot are for recycling. Card board boxes **must be broken down** before being placed in the recycling bins. They cannot be put in the dumpsters. If plastic bags are used to carry recycling to the bins, the **plastic bags must be thrown in the dumpster** after the recycling is discarded in the bins.

LAUNDRY FACILITIES: There are two washers and two dryers located in the pool area. These are for personal use only as a convenience to our residents and guests. Quarters are needed to operate all machines. If you have a problem with any of the machines not working correctly, please notify John Anderson, (410) 251-3154 in Unit 213 or Catherine McCole in Unit 112. Please clean out the lint filters when you are through and please recycle the laundry containers. **Do not** leave them in the laundry rooms. The small garbage cans in the laundry rooms are for lint only. **Do not** throw any food in these containers.

POOL: The pool is for our residents and guests. If the pool cover is on and you would like to use the pool, please contact John Anderson, Unit 213. The pool is covered to keep the heat in and requires two people to put the cover on and take it off. There is also a grill at the pool for residents and guests. Please turn off the grill, clean it and replace the cover after it has cooled. If you bring any food or pool toys to the pool, please take them with you when you leave. There is **no glass** allowed in the pool area.

PLUMBING: The plumbing at Sombrero Ridge can be delicate. Please do not to flush anything down the toilet except natural waste. This includes sanitary products, including tampons and wipes, even flushable wipes should not be disposed of in the toilet.

WALKWAYS: The walkways must be kept clear except for two chairs and a small table. Please do not hang towels over the railing, or leave bicycles, shoes or other items outside the units. If you have a bicycle or kayak, it can be stored in the fenced area in the parking lot. Please put your name and unit number on each. Bikes should be locked and Sombrero Ridge Condominium is not responsible for anything that is lost or stolen.