

## **The Spanish Galleon, A Condominium Inc. Rules and Regulations**

The Following Rules and Regulations shall govern the use of family units located on the condominium property as well as the use of common elements and the conduct of all residents.

**General Use:** No unit in the condominium project shall be used by the owner, guests, agents, or tenants, for other than single family residential purposes. Use of the common elements will be only for purposes consistent with that of single family residences. No commercial activity will be permitted.

The common elements shall not be obstructed, littered, defaced or misused in any manner. A unit owner shall not show or allow to be shown, signs, or advertisements of any type in his unit or on the exterior of the premises.

A unit owner shall not permit anything to be done or be kept within the unit which will increase the rate of insurance on the condominium property or which will obstruct or interfere with the rights of the other unit owners. Unit owners will not use or permit the use of their premises in any manner which would be a nuisance to other owners, or in such a way as to be injurious to the reputation of the property. Unreasonable noises or other disruptions are not permitted.

Common walks, parking area, and other common elements shall be kept free of rubbish, debris, and other unsightly materials, and shall not be obstructed, littered, defaced, or misused in any manner.

### **Appearance and Occupancy Status**

The unit owner shall not cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls, doors, balconies, or windows of the building except with prior written consent of the Board of Directors, and further, when approved, subject to the rules and regulations adopted by the Board of Directors. All window and glass door coverings shall be in the color specified by the Association.

With the exception of year round residents, for security purposes a board member must be advised when a unit is going to be occupied by anyone. Such notification will assure the association membership that no unauthorized individual(s) are using the premises without permission. It will be the responsibility of the board member to advise other board members.

**Rental:** Leasing, renting or letting a unit shall be for single family purposes only. No individual room in the unit may be rented separately and no transit tenants are permitted. Under the City of Marathon, State of Florida and Federal law, rental properties may allow in a two-bedroom unit up to two a maximum of two persons per bedroom plus two other people. The unit owner may rent or lease their unit in accordance with the City of Marathon housing regulations and codes (\*Article II-Vacation Rentals Summary. Unit may be rented only one time during a six-month timeframe, for periods of not less than one month not more than six months. The lease cannot be renewed to same tenants without written approval of the Condo Board. No annual renters are permitted.

Unit owners are responsible for insuring that their tenants are advised of, and adhere to, these rules and regulations. Owners or their agent(s) will furnish a copy of these rules and make compliance a condition of the lease. They will maintain a list of registered tenants, the number of occupants which will be present during any occupancy, and the number, make, and model of vehicles each tenant will have on site during the occupancy. Such information will be provided by the unit owner to the Board prior to the renters taking occupancy.

**Sales:** The sale of a unit must be approved by the Board of Directors prior to closing. Notification of sales must be in writing and include the buyer's agreement to abide by these Rules and Regulation.

**Pets:** Unit owners may have pets as allowed by the Declaration, Article XIX, Miscellaneous Provisions and Owner Restrictions. Renters of a unit are not permitted to have pets.

There is a limitation of one cat or one dog per unit. Existing owners, as of the date of these rules and regulations, who have two pets may be permitted to have more than one pet until the status of the pet(s) changes. At that point they must comply with the one pet rule.

No aggressive breeds are permitted. Cats must be in-door cats only.

No pets are permitted in the elevator.

Pets, cats and or dogs, are the responsibility of their owners. Any damage to the building or its adjoining premises caused by pets will be assessed to the unit owner.

Such allowed pets, if they cause or create a nuisance or unreasonable disturbance, (which includes, without limitation, noise, smell, and inappropriate behavior), or deemed to be dangerous, may be removed from the property, pursuant to Article XIX.

The resident will provide to the Association evidence of rabies, heartworm, and any other mandatory vaccine. The pet will be kept in good health and free from communicable disease.

The pet owner will provide the Association with evidence of specific insurance with pet liability coverage of a minimum of \$100,000.

The pet owner agrees that the animal will not cause excessive noise or disturb other residents.

Dogs will be kept leashed at all times while on the premises and outside the residence. The owner will restrain their dogs from jumping on, rushing at, growling at, acting aggressively towards or otherwise intimidating other residents and their pets. Leashes shall be no longer than 6 feet in length.

Animals will not be fed outside the unit.

Cat litter boxes will be cleaned and emptied in accordance with the litter manufacturer's recommendations. The owner agrees to dispose of used litter in a properly sealed container.

Pet owners will prevent any and all odors caused by their pets as such odors are considered a nuisance and grounds for banning the pet from the premises.

As long as the pet is on the premises the owner must contract on a monthly basis to have their unit fumigated to prevent infestation of any type. Infestation of fleas, ticks, or other vermin is considered a nuisance.

The cost of exterminating and/or cleaning will be charged to the infested pet's owner. Failure to immediately treat an infestation is grounds for banning the animal.

Animals will not be left unattended for extended periods. Instances of pet neglect and abandonment will be referred to the proper authorities. The pet owner holds the Association harmless from any report made to the proper authorities regarding mistreatment of an animal.

Dog owners must remove their dogs from the property before allowing them to urinate or defecate. This includes all landscaped areas, common areas, and limited common areas.

In case of an accident, owners are responsible for cleanup of any waste material left by the animal.

Pets are not to be housed or confined to any balconies. The use of balconies as a pet toilet is strictly prohibited.

Pets are not permitted on any part of the roof.

Owners with pets with a history of biting or aggressive behavior towards other pets or humans will be advised by the Association that their pet is permanently banned from the premises.

Pet owners will be expected to pay an annual pet fee for each pet to be included with their February assessment in the amount of \$120. A pro-rated amount of \$10 per month will be paid if an owner registers a pet during any part of the calendar year. Each owner is responsible to register their pet using the attached pet registration form. Owners only need to register their pet once, as long as the pet remains the same, but the fee will be paid each year and included with the February Assessment.

Any owner who does not register their pet with the Association within 30 days of these rules being adopted by the Board will not be permitted to bring their pet on the premises until the proper registration is provided. In addition, any pet owner that fails to pay the \$120 annual fee by February 28<sup>th</sup> of each year will not be permitted to bring their pet on the premises until the fee is paid.

If the owner feels wrongfully or unjustly charged with a violation they may:

- 1) Within 30 days after receiving written notification of a violation, the owner shall submit, in writing, a protest to the Board stating reasons the owner feels they have been wrongly charged or shall request a hearing.

2) Should no protest be filed within 30 days, a hearing will be considered waived, and the violation shall be deemed admitted. Should a protest or request for a hearing be filed, a hearing on the matter shall be held before the Board at a regularly scheduled Board meeting no later than 90 days after receipt of the written protest. The Board shall hear and consider all facts and evidence regarding the alleged violation and shall issue its decision. The decision of the Board shall be final and binding by the owner.

**Water:** If a unit is going to be empty for more than 48 hours the water supply to the unit, must be turned off by the owner or their representative at the shut off valve.

In addition, the hot water heater must be turned off by using the circuit breaker located on the unit's electrical panel.

**Parking:** A parking space is assigned to each unit owner which his or her tenant shall use in such a manner as to not interfere with the users of the adjacent parking spaces. Generally, guest should park along the street opposite the parking lot avoiding parking on the public bicycle path. The parking of trailers, recreational vehicles and watercraft are prohibited in the parking area. Prior approval must be obtained from the unit owner before parking in their parking space

Only those vehicles, including vans, small pickup trucks used as family transportation will be permitted. A vehicle may not exceed a load capacity of more than 3/4 ton nor a overall length of 20 feet. A vehicle may not display advertising or commercial signs. Contents in truck beds should be covered or enclosed to eliminate an unsightly appearance.

**Trash:** Non recycle trash shall be placed into the specified dumpster at the west end of the parking lot. Recyclable trash shall be placed in the designated bin located adjacent to the dump site and must not be placed in plastic bags. Boxes must be broken down before being placed in the receptacle bin.

Owners must provide clear directions to tenants to ensure that they are aware of proper recycling rules (no plastic bags or oversized boxes in the recycling dumpster) Users should make certain that the dumpster and bin covers are closed to avoid trash from being scattered about the area.

Trash too large to fit into the dumpster, such as appliances, should be placed next to the dumpster. The unit owner or his tenant must then contact the Marathon Garbage Service (305-743-5165) and request a pick up.

**Fees:** Maintenance fees are due on or before the tenth of the month for which they are due. Special assessments will be due in accordance with the resolve of the membership annual Condominium meeting, or special meeting which authorized the assessment.

Boat dock fees are due prior to the first of September.

**Boat Slips:** See Addendum A attached.

**Swimming Pool:** No swimming after 10:00 p.m. All posted rules must be observed. Children 10 years or younger, using the pool, must be accompanied by an adult at all times. The pool area must be kept clean

and in an orderly fashion. Food, glass containers and bottles are not permitted in the pool area. Whatever is brought to the pool must be taken back from the pool. Chairs and tables must not be removed from the pool area. If cushions and pool toys are taken from the storage bin they must be returned when leaving the pool area for the day.

**Common Areas:** Resident use of common areas shall be casual only, not exclusive. All personal property must be removed at the end of daily activity.

Common areas adjoining the unit may be used for no more than one plant and must be removed during periods of prolonged absence, named storms or at the end of the season.

Any expenses incurred by the Association as a result of action by an owner, guest, or tenant is the unit owner's responsibility. For example, but not limited to damaging Association property or an additional charge from the waste management company for improper recycling.

All bicycles placed in the common areas which include bike racks must be clearly identified with the unit number of the owner and must be removed during periods of prolonged absence, named storms or at the end of the season.

**Dockside Electric:** Anyone using an Electric outlet for their **Exclusive** use must have an electric meter installed. All costs for the meter installation, (including permits), will be paid by the person requesting this electric service.

The Treasurer will periodically read the meter to determine electric usages, (kwh units) and charge the individual user accordingly. All request for electric meter installation shall be submitted to the Board of Directors, prior to installation.

**Revised by the Board of Director's on February 28, 2025 which moved Boat Slip section to Addendum A attached.**

**The Spanish Galleon, A Condominium, Inc.**  
**Dock/Boat Slip Rules and Regulations**

The Spanish Galleon Condominium Association resolves that the following shall be the policy regarding boat dockage, slip assignments and dock maintenance to ensure the quality of the condominium and its' view are not impeded by boats at the dock. The following Rules and Regulations shall apply:

1. Unit Owners who have a boat may apply to the dock master using the Owner Boat Slip Assignment Request form for assignment of a boat slip. Assignments will be made on a first come first serve basis.
2. A Unit Owner may authorize a renter or guest residing in their unit to use their assigned boat slip by submitting a written request to the Dock Master. This request must include the name, contact and boat information of the designated renter or guest. The designated user must receive and adhere to all rules and regulations regarding the boat slip, including proof of insurance and registration. The Unit Owner is responsible for ensuring their renter or guest complies with all applicable rules. A guest may only use the slip during their stay in the Owner's unit. The Condominium Association reserves the right to deny or revoke this authorization if the renter or guest fails to comply with community rules.
3. Slips #1-11 are limited to a maximum overall length of 30 feet.  
Slip #12 is limited to a maximum overall length of 35 feet.  
Overall length is defined as tip of bow to back of trimmed down motors.
4. If no slip is available, the Unit Owner may request placement on a reserve wait list and will be kept in the order received.
5. Annual boat slip fees are determined each year as part of the Association's annual operating budget process. The annual boat slip fee is due before September 1<sup>st</sup>.
6. Annual renewal of the dock assignment will NOT be automatic unless the annual fee is current and providing the unit owner has used the assigned slip for at least sixty (60) days in the preceding September through August period. If the slip is not used for said timeframe the Board of Directors may revoke and reassign the dock slip.
7. Any vacant slip may be temporarily assigned by the dock master. A nightly rate for temporary assignments for a Unit Owner will be \$10.00 + 7.5% sales tax per night, not to exceed the annual rate. The rate for renters or guests residing in an Owner's unit will be:
  - \$25.00 + 7.5% sales tax per night
  - \$140.00 + 7.5% sales tax per week
  - \$285.00 + 7.5% sales tax per month

Owner is responsible to provide these fees to Spanish Galleon Condominium, c/o Cruz Morato & Associates, 5800 Overseas Highway, Suite 17, Marathon, FL 33050.

8. Boats must be of low profile, i.e., no flying bridge, tuna tower or sail mast. Slips #1 and #12 may be assigned to Unit Owners with boats having higher profiles, if they are available, and the height of the boat is acceptable to the Board of Directors. Sailing vessels shall ensure all lines, cables, sails, covers and halyards are properly secured at all times so that no noise from slapping in the wind occurs.
9. Boat slips are for recreational pleasure boats only. No commercial ventures of any kind may be conducted. Chartering, trap hauling, guiding, tours, leasing or renting out a boat constitutes commercial use.
10. Boats must be seaworthy and in good working condition and properly maintained. Any watercraft deemed by the Board to be run down, broken or an eyesore will need to be removed at Owner's expense.
11. Electric and water are available for normal usage which is simple wash down and battery maintenance. Extended use of air conditioners, refrigerators and freezers on board is excessive. See Dockside Electric rule.
12. All docking lines must be appropriate for the size of the boat with a minimum of 3/8" marine grade nylon, maintained in good condition. This includes an adequate number of dock lines and the use of fenders. Line should be wrapped around pilings twice. If line holders (cleats) exist, do not use line holders (cleats) on the pilings to secure a boat. Line holders are for storing/hanging docking lines while the boat is out of the slip.
13. Repairs of any damage to the dock caused by a dock slip assignee's boat, or any other boat located in the dock slip with the dock slip assignee's consent, shall be paid by the dock slip assignee. All lines must contain sufficient slack to allow boat to rise and fall with the tide but not contain excessive slack that allows the boat to touch the dock or finger pier side or to touch a boat in an adjacent slip.
14. No signs shall be permitted on boats other than the name of the boat and registration decals and numbers required by governmental authorities with jurisdiction over boats. Only small non-derogatory flags may be displayed.
15. If a boat is left in a slip when an owner is not in residence, the owner must inform the dock master of an emergency contact. In the event of an emergency the Association may, but is not obligated to, make any adjustments, repairs, etc. to the assignee's boat at the assignee's expense and sole risk.
16. To prevent damage to the dock, pilings and sea wall, all boats must be removed from slips when a hurricane warning has been issued by the National Oceanic and Atmospheric Administration (NOAA). If a boat is left in a slip in violation during a hurricane warning the first violation will result in loss of slip privileges for one year. The individual who violated the rule would then be placed on a waiting list for reassignment until a boat slip becomes available. A second violation will result in permanent loss of boat slip privileges.
17. Dock slip assignments are not assignable or transferable with the sale of an owner's unit. Dock slips may not be transferred between owners without approval of the Board of Directors.
18. Personal watercraft or houseboats shall not be permitted to be moored in any slip for any length of time.

19. Living aboard a boat overnight is prohibited.
20. Anyone using a boat slip must provide the Association with proof of registration and liability insurance.
21. No permanent boat lifts, portable or permanent dry-docks, davits, in water raft type lifts or similar devices will be permitted in dock slips at any time.
22. No alterations or modifications to the Slip shall be made without the Board's prior written consent.
23. Dock boxes are allowed but must be removed and stored in Owners unit during Hurricane season or prolonged absence. Dock boxes may not be affixed to the seawall or docks.
24. Fish cleaning is to be performed at the fish cleaning station, not on the dock at any time. Owners, renters and guests who use the fishing cleaning station are responsible for proper cleaning of the station as well as accompanying areas to ensure that no residue is left on the docks, seawall or walkways. **Be sure water is turned off at the spigot when done using the station.** Carcasses may be thrown into the harbor. Any other fish refuse is to be placed in double plastic bags and thrown in the trash dumpster.
25. The Association shall not be liable for the care or protection of any boat, including its gear, equipment and contents, or for any loss or damage of whatever kind or nature to the boat, its contents, gear or equipment.

**Adopted this 28th day of February 2025.**