

RULES and REGULATIONS

AMENDED AND REVISED JUNE 2019



**1550 MARINA ISLE WAY
JUPITER, FLORIDA 33477**

Phone: (561) 627-6497

Fax: (561) 627-3225

**Office Hours: Monday through Friday 7:30 a.m. - 4:00 p.m.
Closed for Lunch: 12:00 noon - 1:00-p.m.**

IMPORTANT CONTACT INFORMATION

After Hours Maintenance Emergency: (561) 697-5395

Police Emergency: 911

Police Non-emergency: (561) 746-6201

INTRODUCTION

This booklet represents a Revision to all previous Rules and Regulations.

Prior to the present undersigned standing Board taking action to complete revision of the Rules and Regulations, The Rules Committee of The Marina At The Bluffs sent a letter to the Board of Directors on February 3, 2012, outlining their work and explaining areas of concern that they had particularly addressed. This Committee consisted of Mary Ellen Bernstein, Eddie Hudson, Jackie Moree, and Armand Veltre.

Their main concerns dealt with parking regulations, specifications related to flooring, speed limits within the community, and dealing with infractions to rules.

The work contained in this Revision to the Rules and Regulations (2015) is largely the result of their efforts. The present Board is grateful for the work that they accomplished and commends the Committee on behalf of all members of the Association. We owe the members of this Committee a huge debt of gratitude.

In the interim, since the communication from the Rules Committee, with an explanation of the concerns members of the Committee attempted to address and the presentation of the draft of the proposed Revisions, other issues have arisen. These issues have been addressed in this latest Revision, (2019.)

Also, in the interim, the Original Declaration of Condominium has been Amended and Revised. Therefore, our Association is operating under two sets of Declaration of Condominium. It is the responsibility of each Unit Owner to abide by the Declaration that applies to the building in which the Owner lives. For those Owners who lease their properties, it is also the responsibility of the Owner to inform their Lessee/s of the Declaration that applies to the Lessee/s. All Owners and Lessees are subject to the newly Amended and Restated Articles and By-Laws.

The spirit and intent of these Revisions to the Rules and Regulations is to maintain our Community in such a way that we can preserve a peaceable, high quality of life and can ensure that our property does not deteriorate.

If you have any questions regarding any of the rules, we will gladly address your questions.

Respectfully,

Eddie Hudson, President
Kenneth Smith, 1st Vice President
Vincent Galanti, 2nd Vice President
Robert Testa, Treasurer.
Carol Ennis, Secretary

PURPOSE STATEMENT

The Marina At The Bluffs Condominium Association, Inc. has developed this guide to document the rules, regulations, expectations, and restrictions related to ownership and residency in our community. These rules, regulations, expectations, and restrictions are designed to create an environment of orderliness and safety, so that people living close together, as they do in our community, can live peaceably and peacefully.

Every Owner, Lessee, Tenant, Guest, Visitor, Invitee, and Licensee is expected to follow all rules and regulations. If the rules and regulations are not followed, this has implications for our community, both as individuals and in the whole. First of all, our quality of life here at The Bluffs is impacted. Additionally, the environment can deteriorate, thus affecting the aesthetics of the community as well as depreciating the value of our property.

Because this is only a summary of the Condominiums' restrictions, you are urged to read the Declaration for your condominium, the Association's Articles of Incorporation, the Association's By-Laws, and all amendments related to all documents. All of these documents together are collectively referred to as "governing documents."

The definitions contained in the Declarations of Condominium are incorporated in these rules. Every Owner, Lessee, Tenant, Guest, Visitor, Invitee, and Licensee is required to comply with all of the provisions in the Declaration of Condominium or the Amended and Restated Declaration of Condominium (whichever applies to the building in which you live), the Association's Articles of Incorporation, its By-laws, and the Rules and Regulations specifically contained in this document. All Association approvals are issued by the Board of Directors unless the recorded documents state otherwise.

Please read these Rules and Regulations carefully and adhere to all regulations. Also, please make this booklet available to all members of your family and ensure that your Lessees, Tenants, and Guests are furnished with copies for their information and guidance.

Please inform all Lessees, Tenants, Guests, Visitors, Invitees, and Licensees of all rules that would apply during their stay on our property. Ignorance of our rules and regulations is not a defense for violation of the rules. It is the responsibility of all Owners to ensure that Lessees, Tenants, Guests, Visitors, Invitees, and Licensees are informed of the rules that guide the orderly life that we have established and wish to maintain on our property at all times. Your cooperation is appreciated by your Association, your Board of Directors, and your neighbors.

THE MARINA AT THE BLUFFS CONDOMINIUM ASSOCIATION, INC.

The Marina At The Bluffs Condominium Association consists of twenty-two (22) condominiums, Condominium #501 through Condominium #2601. It appears that the reason that our buildings are numbered beginning at #501 is that our developer first constructed the nearby community "Ocean Bluffs North" and numbered those buildings #101 to #401. It seems that the developer decided to continue the numbering of the buildings at The Marina At The Bluffs instead of starting over by numbering our first building #101.

All the condominiums are administered by The Marina At The Bluffs Condominium Association, Inc. The "common areas" are the Association's responsibility. The Association is also responsible to enforce our Community's restrictions, including rules intended to preserve the appearance of the community. To pay for these efforts, the Association may levy assessments from time to time. Unit Owners must pay assessments in order to avoid liens on their homes and the potential foreclosures of their homes.

The Association's policies are created by volunteer Directors. Owners elect Directors at an annual members' meeting. Each Unit is entitled to one vote in the election of each Director. Each Unit is also entitled to one vote for other matters that require members' voting for changes on the property or changes to various documents (excluding Rules and Regulations).

The tenure of Directors is determined by staggered terms. The Association's structure is similar to that of almost every other corporation and association. The Members elect the Directors of the Board, and the Directors elect the Officers of the Board. Directors and Officers are charged with implementing the Board's policies.

Dates, times, and locations of the Association's Board of Directors' Meetings are posted on bulletin boards located throughout the Community. Owners are encouraged to attend. Meeting schedules are subject to change, particularly during holidays and the summer months. Check the bulletin boards to confirm the date, time, and location of all meetings, including regular and special meetings.

Please note that there is no payment to Directors for volunteering to serve the Community. Nor is there any payment for those who serve on Committees. The Community seeks to ensure a continuing pool of volunteers for the ongoing administration and policy-making of the Community by treating everyone with consideration and politeness, recognizing that all of us have the same goal, a successful community that continually renews itself. We may disagree, from time to time, as to methods to that end, but we should always remember that those feelings should not leave a meeting room..

Whenever you have any comments, questions, suggestions, or concerns regarding operational issues, such as maintenance, please feel free to share them with the Association.

TABLE OF CONTENTS

	RULE#	/	PAGE#’S
DOCUMENTS: OCCUPANCY AND USE RESTRICTIONS	1	/	1
MODIFICATIONS IN RULES AND REGULATIONS	2	/	1
REVOCABLE CONSENT	3	/	1
COMPLAINTS AND SUGGESTIONS	4	/	1
RESPONSIBILITY OF UNIT OWNERS	5,6,7	/	1
LOCK OUT CHARGE	8	/	2
DISPOSING OF REFUSE	9	/	2
LOADING AND UNLOADING	10	/	2-3
VEHICLE RULES:			
Parking, Storage, and Car Washing	11,12,13	/	3-5
Restricted Vehicles	14	/	5-6
Handicap Parking	15	/	6
Decals/Stickers/Permits/Passes	16	/	7-8
Vehicle Repairs	17	/	8
Limitations of Vehicle Use	18	/	8
PETS	19	/	8-10
NUISANCES	20,21	/	10-11
OBLIGATION OF ABSENTEE UNIT OWNER AND/OR OCCUPANT	22	/	11
FLAMMABLE MATERIAL	23	/	11-12
CARE AND USE OF WATER APPARATUS	24	/	12
SIGNS	25	/	12
WINDOW AND DOOR TREATMENT	26	/	12
STORM SHUTTERS, INTERIOR AND EXTERIOR CHANGES	27,28,29,30	/	12-13
FLOOR COVERINGS	31	/	13-14

TABLE OF CONTENTS (continued)

	RULE#	/	PAGE#’S
SOLICITING	32	/	14
HOUSEKEEPING	33	/	14
COMMON AREAS:			
No Smoking & Walkway Obstructions	34	/	14
Clotheslines	35	/	14
Food and Beverages	36	/	14-15
Barbecue Areas	37	/	15
Recreation Areas	38	/	15-16
Pool Areas	39	/	16
Use of Pool Pavilions for Private Parties	40	/	17
Tennis Courts	41	/	18
Designated Play Areas	42	/	18
Personal Articles in Common Areas	43	/	18
Damage to Common Elements	44,45	/	19
USE OF ASSOCIATION EMPLOYEES' TIME	46	/	19
ASSOCIATION'S RIGHT TO ENTER PREMISES	47	/	19-20
SINGLE FAMILY RESIDENCE DEFINITION	48	/	20
GUEST RULES	49	/	20-21
SALE OR LEASE APPROVAL	50	/	21
ORIENTATION	51	/	21-22
RELINQUISHMENT OF OWNER'S/OWNERS' RIGHTS UPON LEASING	52	/	22
UNIT OWNER PARTICIPATION AT MEETINGS	53	/	22-24
RIGHTS OF BOARD OF DIRECTORS	54	/	24
INDEX			25-26

DOCUMENTS: OCCUPANCY AND USE RESTRICTIONS

1. The Unit Owners should refer to the Occupancy and Use Restrictions contained in the Declaration that applies to the building in which the Unit Owner holds property.

MODIFICATIONS IN RULES AND REGULATIONS

2. These Rules and Regulations may be modified, added to, or repealed, in whole or in part, at any time by the Board, provided that the notice of the proposed modification, addition, or deletion is sent by U.S. Mail or hand delivered or electronically delivered to each Member of the Association at least fourteen (14) days before the proposed modification, addition, or deletion becomes effective.

REVOCABLE CONSENT

3. Any consent or approval given by the Association under these Rules and Regulations shall be revocable at any time by the Board, with "Grandfather" permits, at the option of the Board.

COMPLAINTS AND SUGGESTIONS

4. Complaints or suggestions regarding the management of the condominium property or the Recreation Areas or regarding actions of other Unit residents shall be made in writing to the Association and must be signed. Complaints from Lessees must be addressed through each Lessee's respective Unit Owner.

RESPONSIBILITY OF UNIT OWNERS

5. A Unit Owner shall be held responsible for the actions of himself/herself, his/her family members, Lessees, Tenants, Guests, Visitors, Invitees, and Licensees while same are on the Association premises.
6. All Unit Owners and Lessees are strongly encouraged to purchase liability and property damage insurance. Actions and/or omissions on the part of Owners and/or Lessees will be the responsibility of such Owners and Lessees if damage is caused to their Units or to other Units. The fact that an Owner or Lessee does not have insurance coverage shall NOT cause the Association to be responsible for such damage. Because of their potential to cause damage, WATERBEDS ARE NOT PERMITTED in any Unit.
7. No Unit Owner or Lessee shall do or permit any act or failure to act which shall cause any insurance policy on Association properties to become void or suspended, nor which would cause any increase in premiums payable by the Association.

LOCK OUT CHARGE

8. All Owners/Lessees are **required** to furnish a key (for all locks) to their front door to the Association Office for emergency use and Board of Director authorized entries (floods, leaks, etc.), **as per Florida State Statute**. This key may be used for lock-outs. If a key is not provided and the services of a locksmith are required, the cost of that service will be assessed against the Owner. After-hour lock-outs are the full responsibility of the Unit Owner.

DISPOSING OF REFUSE

9. To ensure that our Community remains beautiful and sanitary and to prevent improper disposal of garbage and unsightliness and nuisances which may result, please observe the following rules:
 - a) All garbage and refuse from the Units shall be deposited, with care, in proper containers. Garbage must be sealed in garbage bags. No littering shall be permitted on the Common Elements or in the Recreational Areas.
 - b) From time to time the Association provides Owners with instructions from the garbage collecting entity. All disposals of garbage and refuse shall be performed in accordance with such instructions.
 - c) Boxes must be broken down and placed in the dumpster. Appliances, furniture pieces, box-springs, mattresses, carpet, or other such large items are not permitted to be disposed of in the building trash dumpster. Any items improperly disposed of pursuant to these rules may be returned, by the Association, to the disposing Owner's Unit or otherwise removed by the Association. Cost for such removal, in the amount of \$100 per infraction, will be to the account of the Unit Owner plus 25% administrative costs, with the invoice to be settled within thirty (30) days of mailing and with 18% per annum interest due the Association for late settlement. If the Owner cannot be determined, the charge shall be applied to the Building.

LOADING AND UNLOADING

10. Vehicles (whether vans, moving vans, trucks, or private passenger vehicles) being used for purposes of moving in or out must be parked in front of the overhead door of the trash room and shall be moved, upon request, to permit the positioning of the trash dumpsters and/or recycling bins.

ALL MOVING AND DELIVERY TRUCKS AND VANS AND VEHICLES OF ALL VENDORS MUST DISPLAY AN APPROVAL PASS APPLIED FOR FROM THE ASSOCIATION OFFICE IN ADVANCE AND MUST ADHERE TO RESTRICTIONS CONTAINED THEREON.

Parking under the Portico area is a towing offense. The only exception is a 15-minute

maximum loading and unloading. Autos are to be shut off while in the portico. No commercial trucks are ever permitted to park in the portico.

The moving of furniture and/or household goods is permitted Monday through Saturday between the hours of 8:00 a.m. and 6:00 p.m. Any exception to these designated hours needs prior approval from the Board of Directors and/or the Manager. **No moving is permitted on Sundays or holidays.**

Irrespective of whether a move in/move out is being facilitated by a Commercial Mover or private party (or self), the Unit Owner/Lessee is responsible to assure that elevator floor and interior walls are protected by standardized mover's padded wall protectors hung from the elevator grommet hooks. The move in/move out Resident shall be responsible for providing the elevator wall pads. The wall pads are available through the Association Office. For a Saturday move in/move out, wall pads should be ordered two (2) days prior to the move in/move out.

VEHICLE RULES - Parking, Storage, and Car Washing

11. Each Unit is provided one (1) assigned, numbered, and deeded parking space and the use of one (1) Guest parking space. Decals/stickers are required. (See Rule 16.)

In the event additional family members reside in the same Unit and all are in possession of a current driver's license, the Board of Directors can authorize the use of additional parking spaces — if space is available. A decal/sticker is required. No one is entitled to a decal/sticker unless he/she meets the criteria of "Single Family Residence." (See Rule 48.) At no time will authorization or a decal/sticker be given for the use of more parking spaces than the number of authorized drivers residing in a Unit. The maximum number of vehicles includes motorcycles, scooters, and/or mopeds.

Vehicle decals must be placed on the outside lower left-hand corner of the rear window on the driver's side.

Designated parking spaces for vehicles longer than 17' 3" (207") but not to exceed 1 8' 7" (223") will be provided (trucks are not included in this designation). These designated spaces will be determined by the Board of Directors. Signs will be posted designating these spaces. A decal/sticker will be provided by the Office after approval of two (2) members of the Board. These designated spots are for Unit Owners and Guests of Owners only. Any vehicle that violates this rule is subject to towing, with the cost borne by the vehicle owner/operator/violator. Absolutely **NO** RV 's, boats, trailers, vehicles with campsite hookups, pickup trucks, or "pop-tops" are permitted to park in these spots.

All vehicles shall be parked front forward (not backed in). Violation is incurred at the time of the third warning, and the vehicle is then subject to towing, at the expense of the Owner of the vehicle.

No vehicles or other possessions belonging to a Unit Owner, Lessee, Tenant, Guest, Visitor, Invitee, or any employee (including but not limited to Independent Contractors or sub-contractors) shall be positioned in such a manner as to impede or prevent ready access to another Unit Owner's, Lessee's, or Tenant's parking space. The abovementioned shall obey all vehicle rules as stated in the approved Rules and Regulations as well as obey all posted signs.

Vehicles must be parked in a manner which shall leave a minimum of twelve (12) inches between any part of the vehicle and any Association vegetation. The vehicle shall not overlap sidewalks. In this application, "vegetation" shall include, but not be limited to, shrubs, hedges, plants, trees, lawns, and ground cover.

The owner/driver of any vehicle is prohibited from storing hazardous materials of any kind, including, but not limited to, gasoline and propane, inside a vehicle while the vehicle is on Association property.

CHARGING OF ELECTRIC CARS IS NOT PERMITTED ON ANY AREA OF ASSOCIATION PROPERTY UNLESS THE BOARD OF DIRECTORS DESIGNATES A SPECIAL AREA OR SPECIAL AREAS FOR SUCH CHARGING.

12. Residents using storage covers for vehicles **must** have permission from the Association Office. The Resident **must** provide the name and phone number of a person responsible for the vehicle during the Resident's absence.

Covers **must** be white, off white, beige, tan or light gray. License plates **must** be visible when cover is in use. The cover must have a visible plastic window for exposing the plate number. The **decal/sticker number** that is affixed to the back-left window of the vehicle must be written in **indelible** ink on the back of the storage cover. Bungee cords may be used **under** the auto, but **No** visible ropes or cords are permitted.

Storage covers that have ripped/seriously deteriorated or have blown off vehicles will be disposed of twenty-four (24) hours after the vehicle's owner and/or responsible party is notified. A stored vehicle must have a current, up-to-date license plate, or it will be towed at the Owner's expense.

Moving storage pods are permitted on a temporary basis, with prior approval of the Board of Directors, for up to 96 hours total (four days). Delivery and pick-up are restricted to the hours of between 8 a.m. and 6 p.m. Monday through Saturday. If storage pods are not removed within 96 hours, a fine of \$100 per day will be assessed until the storage pod is removed from the property.

13. Car washing/polishing/vacuuming is to be conducted in front of the trash room roll-up door. Water restrictions, as may be imposed at any time, must be observed. Electricity may be used **only** for vacuuming cars. The trash room roll-up door must be closed upon completion.

RULE 13-14

Owners/Lessees/Tenants/Guests washing or having their car washed or detailed must do so only in front of the trash room roll-up door of the building in which they reside. Washing and/or detailing of vehicles are restricted to those vehicles displaying Association decals/stickers and/or Guest passes.

AT NO TIME ARE RESIDENTS PERMITTED TO USE FACILITIES TO WASH BOATS, VEHICLES WITH CAMPSITE HOOKUPS, PICK-UP TRUCKS, "POPTOPS," OR ANY OTHER VEHICLE OTHER THAN AN APPROVED VEHICLE.

VEHICLE RULES - Restricted Vehicles

14. Trailers, boats, campers, beach buggies, pick-ups, stretch limos, commercial, or other prohibited vehicles are not permitted on any portion of the Association property, except such vehicles of persons or companies furnishing goods or services during permitted hours.

Car carriers are **not** permitted on Association property.

The Association has the right to authorize the towing of any vehicle which violates vehicle Rules and Regulations of the Association, with the costs of any towing to be borne by the vehicle owner/operator/violator. The Marina At The Bluffs Condominium Association, Inc., bears no responsibility for any damages to any vehicle towed on Association property and will be held harmless from any and all claims of any type which may be made against the Association.

PASSENGER AUTOS, MINI VANS, OR PERSONAL SPORT UTILITY VEHICLES ARE PERMITTED TO BE PARKED ON ASSOCIATION PROPERTY, WITH PRIOR APPROVAL, PROVIDED THAT SUCH VEHICLES MEET THE FOLLOWING CRITERIA:

- (1) The vehicle must have factory-installed passenger seating throughout the vehicle.
- (2) The vehicle must have conventional glass windows in all sections that the manufacturer has designed for window placement.
- (3) The vehicle parked in deeded spots may not exceed seventeen feet three inches (17'3") in length per manufacturer specifications, except as stated in Rule 11.
- (4) The vehicle cannot display any commercial signage, nor can the vehicle display any personal signage or for sale signs.

No vehicles with an axle hub center of more than 15" above the pavement or with raised springs, suspension, or other "jacked up" bodies are permitted. No extensions are permitted in the front or the rear of the vehicle, with the exception of a rear-mounted tire. All non-licensed motorized and/or other self-propelled/motorized vehicles which do not require State of Florida tags are prohibited from or being on the Association's property at any time, irrespective of whether such vehicles are being operated or not, unless otherwise permitted by Florida State Statute.

RULE 14-15

The only EXCEPTION TO THE PREVIOUS LIMITATION stated in the previous paragraph of "All non-licensed motorized and/or other self-propelled/motorized vehicles" is for golf carts owned and operated by the Association of The Marina At The Bluffs or operated by The Bluffs Marina.

Power-driven wheel chairs and other power-driven items, specifically designed for use by the handicapped, are exempt from this rule/regulation.

Only one vehicle at a time, of any configuration, is permitted to be parked in the Unit designated parking space or Guest parking space. No doubling up of vehicles in any parking space is permitted. Bicycles/tricycles are not permitted to be in the parking spaces. Sleeping in any vehicle is not permitted.

Those vehicles Grandfathered in on February 19, 1988, shall remain Grandfathered until sold or traded. Grandfathered decals may not be transferred to any prohibited replacement vehicle.

All motorized/self-propelled vehicles are subject to any other Rule/Regulation of which vehicles are the subject matter. Non-motorized vehicles may not be stored on Association property.

No vehicle is to be parked on Association property unless all Rules and Regulations that apply to the right of use of Association property parking areas are followed. No vehicle shall be parked on Association property without displaying the appropriate decal/sticker, permit, or pass, unless it is the vehicle of a day-Guest of an Owner, Lessee, or Tenant. No Owner, Lessee, Tenant, or Guest may modify in any way a decal/sticker, permit, or pass that was issued by the Office.

VEHICLE RULES - Handicap Parking

15. Handicap spaces are available to those who have a disability and an approved state handicap hang tag or card or license plate, which must be displayed. Any person using any designated Handicapped parking space, without proper Handicap permit, will have his/her car towed at the expense of the Owner of the vehicle.

Handicap spaces are **not** assigned to any one person or family. They are available on a first-come, first-served basis. If you are going away overnight or longer, if at all possible, please do not park your vehicle in a Handicap space during this absence. Use your assigned, deeded spot.

Always be considerate of your neighbors' and/or visitors' needs, which may be greater than yours.

VEHICLE RULES - Decals/Stickers/Permits/Passes

16. The following rules apply to all vehicles parked overnight on Association Common areas and Limited Common areas.

There are five (5) types of vehicle decals/stickers/permits/passes issued by the Association.

- (1) Owner's Decal/Sticker — For Owners only. Two parking spaces - one (1) assigned and one (1) Guest space. Owner's valid and current registration for each car. must be presented to secure the decal/sticker. Place this decal/sticker on the outside lower left corner of rear window.
- (2) Renter's/Lessee's Decal/Sticker — One (1) assigned parking space per Unit and use of one (1) Guest space. Renter's/Lessee's valid and current registration for each car must be presented to secure the decal/sticker. Place this decal/sticker on the outside lower left corner of rear window. A new decal/sticker is issued at each lease renewal.
- (3) Extended-length Vehicle Permit — By Board of Directors only, approval only for extended-length vehicles. Such permits are special decal/sticker permits for Owners. For Guests, a special parking pass will be issued for no longer than thirty (30) days cumulatively within a calendar year. This type of Guest parking pass must be placed on the driver's side of dashboard.
- (4) Guest Passes — Issued for no longer than thirty (30) days cumulatively within a calendar year. This pass must be placed on the driver's side of dashboard.
- (5) Special Passes — Are also issued for (1) government vehicles, (2) vendors, and (3) long-term caretakers, approval required by Board of Directors.

Owner-type vehicle decals/stickers and Owner-issued permits for extended vehicles shall bear a number identification system. The decal/sticker type assigned to Lessees shall have a separate number identification system, and each Lessee decal/sticker shall contain the expiration date of the lease clearly marked on the decal/sticker.

At such time as an Owner sells his/her Unit, the selling Owner shall remove the sticker identification number and surrender it to the Association Office.

All Guest vehicles parked overnight in Association parking areas are required to have a Guest Pass. Residents must secure a pass for their Guests. In order to secure a pass, the Resident must have the year/make/model/color of the vehicle, State of registration, tag number for the car, and a valid driver's license (or copy thereof) for the Guest/s who will operate the vehicle. All of this information is needed to complete the Guest Pass form.

If an overnight Guest arrives after regular Association business hours during the week, he/she must secure a Guest Pass the following day at the Association Office. If a Guest arrives on Friday night, Saturday, or Sunday, he/she must secure a pass on the following Monday.

The Guest Pass shall bear the Building number and Unit number of the Owner or Lessee of the Unit visited; vehicle tag number and State of registration; the year, make, model,

RULE 16-17-18-19

and color of the vehicle; and the date of termination of the Guest Pass. No vehicle Guest Pass may be issued for more than thirty (30) days cumulatively in any calendar year for the same Guest.

NO DECAL/STICKER OR GUEST PASS SHALL BE ISSUED FOR ANY VEHICLE WHICH IS A RESTRICTED VEHICLE. (REFER TO RULE #14.)

ALL VEHICLES PARKED IN ASSOCIATION PARKING AREAS IN EXCESS OF THREE (3) CONSECUTIVE NIGHTS WHICH DO NOT DISPLAY A VALID, UNEXPIRED ASSOCIATION DECAL/STICKER OR A VALID TEMPORARY VISITOR'S PASS SHALL BE TOWED AT THE EXPENSE OF THE OWNER OF THE VEHICLE. TOTAL 6 NIGHTS ANNUAL

The only exception to this Rule is that these vehicles will not be towed on week-ends. But, any prohibited vehicle, such as (but not limited to) pick-up trucks, will be towed on week-ends.

Any Owner who has leased his/her Unit automatically relinquishes his/her right (and that of any family member) to any parking spaces on Association property.

VEHICLE RULES - Vehicle Repairs

17. No Unit Owner, Resident, or Guest shall do or permit any assembling or disassembling of motor vehicles on Association property except for emergency maintenance such as the changing of a tire or battery.

VEHICLE RULES - Limitations of Vehicle Use

18. No motorized vehicles except handicapped and Association Service Vehicles (or authorized Association Contractor or sub-contractor vehicles/machinery) shall be operated on Condominium Property other than on the roadway and in parking areas. This includes, but is not limited to, farm implements, bulldozers, backhoes, golf carts, go-carts, recreational motorbikes, mopeds, or all-terrain vehicles.

In any event, no untagged (unlicensed) motorized vehicles of any nature, including those with expired license plates, shall be permitted to be used, parked, or stored on Association property at any time, except Association-owned vehicles.

All operators of vehicles must obey all posted traffic signs.

The speed limit on Tidal Point Blvd. is 23 mph. The speed limit on all other roads is 14 mph.

PETS

19. A Unit Owner may keep in his/her Unit a single small pet weighing no more than twenty (20) pounds at maturity.

RULE 19

Lessees MAY NOT keep an animal/small pet. Lessees who had a pet prior to the Board of Directors' approval of these Rules and Regulations (2015) may keep their pet, but upon the loss of the pet, whether by death, permanent disappearance, or relinquishing of the pet for any reason, the Lessee may not replace the deceased, lost, or relinquished pet.

If any question arises as to the weight of an animal, the pet Owner must have the animal weighed by a local veterinarian of the Association's choice at the cost of the pet Owner. The Veterinarian must issue a certificate to reflect the pet's weight and must indicate that the pet is not reasonably expected to reach over twenty (20) pounds at any point in the pet's expected lifespan.

All Owners and authorized Lessees (those who had a pet prior to the Board of Directors approval of the 2015 Rules and Regulations) **MUST** register their pets at the Office and provide a photo of their pet which will be kept on file in the Association's office.

All dogs and cats permitted on the premises shall be **CARRIED** while in the elevator. If any occupant cannot carry his/her pet in the elevator due to a Doctor-certified disability, permission must be received from the Association to do otherwise. Pet Owners must sign an assumption of liability for any and all 'accidents' which occur in the elevator.

No pets are permitted within the pool enclosures or in tennis courts.

All pet Owners must have their pets under leash when the pets are walked or exercised on Condominium grounds. Pet owners shall be responsible to clean up any waste made by his/her pet. The CLEAN-UP is a requirement of the Town of Jupiter as well as a Condominium Rule and Regulation. Owners who do not clean-up after their pets shall be asked to have the pet removed from the premises.

Owners shall immediately remove from the premises his/her pet when such pet emits excessive noise, such as in the case of barking or howling, or when the pet becomes a nuisance.

Owners shall immediately remove from the premises any pet that has been deemed to be vicious by Animal Control.

Permission of the Board of Directors is necessary for any 'Service Dogs' to reside on property. The paperwork necessary for applying for permission for a Service Dog to reside on property is available at the Association Office. Any pet claimed to be a Service Dog must have the appropriate paperwork to support this designation. If a pet already permitted to reside as a Service Dog should expire or no longer resides with the Resident who applied for permission for the Service Dog to reside on property, the Resident must make a new application and receive prior approval before replacing the Service Dog who has expired or no longer resides on property and BEFORE bringing a new Service Dog on property.

RULE 19-20

Service dogs will be permitted to reside on property only after the appropriate paperwork and documentation have been submitted and the applicant has received approval from the Board of Directors.

Every Owner who owns or harbors a dog or cat over the age of four (4) months within the Town of Jupiter shall comply with Jupiter Code "Sections 4-17 Rabies Shots" (i.e., shall have such dog or cat vaccinated annually against rabies with a vaccine as approved by the Department of Agriculture and produced or manufactured by authority licensed by the Department of Agriculture, and shall comply with regulations of Section I of Chapter 69-1432, Law of Florida). The Owner of the pet must submit up-to-date vaccination records to the Association Office on an annual basis.

An Animal Regulation Officer shall have the authority to cause the Owner of other species of animals to have them vaccinated against rabies at such time and in such areas within the Town on recommendation of the County Veterinary to prevent and bring under control any outbreak of disease which might occur that poses a threat to the Citizens of the Town. Palm Beach County requires a License Tag which must be worn by the animal at all times.

NO VISITOR, GUEST, LICENSEE, OR INVITEES ARE PERMITTED TO BRING PETS ON THE PREMISES EXCEPT FOR THE ABOVE-MENTIONED CERTIFIED SERVICE DOGS.

You must indicate to your Visitor/Guest/Licensee/Invitee that the appropriate certification of the dog must be produced on our property upon request from any member of the Board of Directors or any staff member employed by The Marina . At The Bluffs (Office Manager, Property Manager, Maintenance Staff, etc.). Additionally, such Service Dogs should wear their service-dog vest when on common Association property. Otherwise, the owner of the pet will be asked to remove the pet from the property.

NUISANCES

20. The following rules intend to promote serenity and the peace and quiet our residents deserve:
- 1) Except in an emergency, no horn, siren, or alarm may be operated in a manner that disturbs residents.
 - 2) No Unit Owner, Lessee, Tenant, Guest, Visitor, or Invitee shall make or permit any disturbing noises in the building or outside his/her Unit, nor do or permit anything by . such persons that will interfere with. the rights, comforts, or convenience of other residents.
 - 3) No Unit Owner, Lessee, Tenant, Guest, Visitor, or Invitee shall permit sounds from their Unit to be heard in other Units or from the windows or balconies of other Units. Electronic audio equipment sound must be contained within the Unit walls in which the equipment is located.

- 4) No bird feeders may be placed anywhere on the property. This includes any bird feeders affixed to windows, bird feeders put within/on balcony areas or affixed to/hanging from balconies or balcony areas, or bird feeders that are mounted as freestanding bird feeders. Such feeders encourage birds to build nests in spaces close to their food source, causing additional problems for maintenance.
21. No shop-type equipment may be operated on Unit catwalks, balconies/patios, or on Common Elements. However, such equipment can be used for temporary home improvement projects to the Unit, though not to the Common Elements. Shop-type equipment includes, but is not limited to, mechanical saws, lathes, drills, routers, sanders/grinders, punches, etc. In any event, use of such equipment shall be limited to the area in front of the dumpster room roll-up door during the hours of 8 a.m. through 6 p.m. but is prohibited from being used on Sundays and holidays. The area in front of the Dumpster Room and ALL COMMON AREAS USED must be cleaned up daily, after completion of work.

OBLIGATION OF ABSENTEE UNIT OWNER AND/OR OCCUPANT

22. Unit Owner/s., Lessee/s, and Tenants who plan to be absent from their Unit for twenty-four (24) hours or longer **MUST** shut off the water to their Unit. Any water damage done will be the responsibility of the Owner. Unit Owners are obligated to maintain the water heater, pipes, and connections within their Unit. Damage to their Unit, other Units, or the Common Areas caused by their equipment will be the responsibility of the Unit Owner in whose Unit the faulty equipment is located.

If a Unit Owner or Unit Owners are absent from their Unit for any period of time during hurricane season, they must prepare their residence in advance of their departure. All loose articles, including all furniture, **MUST** be removed from their Balcony. They should designate a responsible party or firm to care for their residence, take the necessary precautions to prevent storm damage, and remedy damage if it does occur. The name of such individual or firm should be kept on file with the Association Office.

Such individuals or firms shall contact the Association for clearance to install or remove permanent hurricane protective devices. If it becomes necessary for Association employees to remove items from the Balcony, there will be a charge of \$100 for each infraction. All Residents (Owners/Lessees) **must** provide the Association Office with keys to enter their Unit in case of an emergency or Board of Director approved entry.

FLAMMABLE MATERIAL

23. No Unit Owner/Resident shall use or permit to be brought into the Unit (including Patio or Balcony area) any flammable oils or fluids such as gasoline, Naphtha, kerosene, or benzene or other articles deemed extra-hazardous to life, limb, or property. All motorized vehicles are prohibited from being stored in any Unit, on any Balcony, or under the stairwells.

RULE 23-24-25-26-27-28

Fire Sprinkler Heads in the Units must not be obstructed in any way or painted over. Fire Code Rules must be adhered to.

CARE AND USE OF WATER APPARATUS

24. Water closets (toilets) and other water apparatus in the Units or upon the Common Elements or within the Recreation Areas shall not be used for any purpose other than those for which they were constructed. Due to electrical limitations **NO** Tankless Hot Water Heaters are allowed. Any damage resulting from misuse of any water closet (toilet) or other apparatus shall be paid for by the Unit Owner whether damage is from his/her neglect or that of Lessees, Tenants, Guests, Visitors, or Invitees.

SIGNS

25. No sign, notice, or advertisement shall be inscribed or exposed on or at any window or other part of the Unit including all common areas, limited common areas (parking spaces and balconies), and on or inside vehicles. No name plaques, outdoor thermometers, or house numbers are permitted, except as shall have been approved in writing by the Association.

WINDOW AND DOOR TREATMENT

26. All draperies, curtains, shades, or other window or door coverings installed within a Unit which are visible from the exterior of the Unit or other portions of the Marina Bluffs Condominium development shall have a white, off-white, beige, or neutral color backing. Reflective window film must first be approved by the Board of Directors before being installed.

STORM SHUTTERS, INTERIOR AND EXTERIOR CHANGES

27. The exterior of the Units and all other areas appurtenant to a Unit and the Common Areas shall not be painted, decorated, or modified by any Owner/Lessee in any manner without the written consent of the Association by its Board of Directors, if such permission is within the power of the Board of Directors. Such consent may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors.
28. No awnings, shutters, light reflective materials, ventilators, fans, air conditioning devices or the like shall be used in or about the Unit without the prior written approval of the Board of Directors as to design and color which may be withheld on purely aesthetic grounds and shall be within the power of the Board of Directors. In any event, Board approval shall not be granted unless such items substantially conform to the architectural design of the buildings and the design of any such items which have been previously installed at the time Board approval is requested. In accordance with the original Architectural and Aesthetic intent of the buildings, replacement windows and sliding glass door frames must be Bronze in color, consistent with the original color and the Glass must be Bronze Tint. Prior to the installation of any and all Balcony enclosures, Owners must secure in writing Board approval. Such enclosures will be permitted only upon written Board approval.

Owners are responsible for violations regarding rules related to installation of storm shutters, as well as interior and exterior changes (e.g., balcony enclosures), and for any costs incurred due to damage to any Common Association property.

29. No Unit Owner and/or Resident shall be permitted to put his/her/their name on any mail receptacle or any exterior portion of the building.
30. No radio or television aerial or antenna or wires (including electrical) shall be attached to or hung from the exterior of the Unit or the roof thereon or any other portion of the Common Elements and/or Limited Common Elements by Owners/Lessees. Satellite dishes are also prohibited.

FLOOR COVERINGS

31. Unless permitted by the Board in writing, no hard surface floor covering (i.e., tile, wood, vinyl, etc.) shall be installed by any Unit Owner or Resident. Any carpet which requires removal shall be replaced by carpet of substantially similar quality, weight, and consistency.

A request for approval by the Board of Directors to install floor covering other than carpet in a Unit **must** be accompanied by specifications for installation over a Sound Control Underlayment System ("SCUS") underlying the flooring and the installation **MUST** comply with the following:

- (a) The updated installation shall include a perimeter installation material between the floor covering material and all walls and other vertical surfaces to ensure that impact noises are not transmitted into a space below or above either directly through the floor slab or be flanking through the surrounding walls.
- (b) Samples of the flooring underlayment to be installed along with Data Worksheets corresponding to our building parameters, namely six (6) inch concrete floor and **No** soundproof Ceiling, (dropdown / bare) from a **Certified** Test Lab **Must** be submitted for Board Approval.

An Owner is required to deposit a \$300.00 check with the Association Office before their contractor installs any type of new flooring. This deposit will be returned upon completion of installation but only after the Association Manager or maintenance Supervisor has inspected for proper installation and to make sure there has been no damage to Association property.

Inspection of the sound-proofing material shall be conducted midway through the installation by the Association prior to the installing of the permanent floor, and then a final inspection shall be conducted by the Association at the end of installation.

RULE 31-32-33-34-35-36

Owners are responsible for violations of all floor covering rules and for any costs incurred due to damage to any Common Association property..

No carpet, tile, rugs, or similar materials are permitted to be placed on the cement floors of the Unit balconies or patios due to the deteriorating effect on the concrete.

SOLICITING

32. No organization, business, or individual may solicit funds or business on Association property.

HOUSEKEEPING

33. No article shall be hung or shaken from the doors, rails, windows, or balconies of the Units or placed upon the outside window sills of the Common Elements or Recreation areas except seasonal decorations such as "wreaths" or similar items not to exceed 24" x 24". No substance shall be swept or thrown from the doors, windows, or balconies.

It is the responsibility of the Owner/Lessee to remove all articles from balconies, such as furniture, potted plants, etc., when vacating for the summer season or at any time when the Owner/Lessee expects to be away for a period of time.

COMMON AREAS - No Smoking and Walkway Obstructions

34. There shall be **No Smoking** within 50 feet of the Portico and No throwing cigarette butts on the Grounds. **No Smoking** at all Association Pools

The walkways, entrances, catwalks, stairways, and elevators shall not be obstructed or used for any purpose other than ingress and egress to and from the building(s) and access to other portions of The Marina At The Bluffs Condominium development. No doormats are permitted on the catwalks. Potted trees are not permitted on catwalks or in any elevator alcoves but are permitted in the half-circle drive.

COMMON AREAS - Clotheslines

35. No clotheslines or other similar device shall be allowed on any portion of the Common Elements, Limited Common Elements, Recreation Areas, or Catwalks. Catwalks and Balconies are not to be used for drying laundry, swimwear, towels, rugs, etc.

COMMON AREAS - Food and Beverages

36. Food and beverages may not be prepared or consumed anywhere on Common Areas, including lawns surrounding buildings, except in such areas as may from time to time be designated by the Board of Directors.

Cooking on balconies and catwalks and the storing of alcohol on the Common Elements is strictly prohibited. No grill may be used on balconies, including electric, gas, charcoal grills, etc., nor are any flammable materials allowed on balconies.

COMMON AREAS - Barbecue Areas

37. Barbecuing is allowed in designated areas only.

The following shall apply to the designated barbecue areas:

- (1) All Residents using the grills will attend them at all times.
- (2) All debris is to be removed from the area on completion of use.
- (3) All fire is to be extinguished upon completion of use.
- (4) Any damage done to Common areas by fire from grills is the responsibility of the Resident using the grill.
- (5) Use of these areas for barbecuing is at user's risk.

COMMON AREAS - Recreation Areas

38. The Regulations governing the use of Recreation Areas and those Regulations posted in the Recreation Areas, including permitted hours, Guest rules, safety, and sanitary provisions, and all other pertinent matters, shall be in accordance with Regulations adopted from time to time by the Association.

Rules and Regulations which are not specifically posted at the Recreation Areas but are part of these Rules and Regulations are enforceable.

The Association shall have the right to establish the Rules and Regulations governing the use and enjoyment of the Common Elements and all easement over and upon the same. Pool and Tennis Court Rules are affixed hereto below.

The Board of Directors reserves the right to refuse entry to Recreation Areas to anyone who appears to be inebriated or who engages in repeat violations of the Pool or Tennis Court Rules.

Non-Resident Pool users must be accompanied by a registered Unit Resident unless the pool user has been registered as a House Guest with the Association. The Owner, Lessee, Tenant, Host, or Hostess is responsible for the behavior of Guests, and Guests as well as qualifying Owners and Lessees should conduct themselves in accordance with the Association Rules and Regulations.

The Recreation Areas are solely for the use of the Unit Owners/Lessees, their family members, and invited Guests. The use of recreational facilities shall be at the risk of those involved and not, in any event, at the risk of the Association or its Manager.

RULE 38-39

Extra pool/tennis court keys may be secured upon receipt of payment of \$100 by the Unit Owner or authorized Agent to replace a lost key. An agent must present a signed authorization from the Unit Owner. In no event may more than two (2) keys be issued for any Unit.

The Association reserves the right to cause the removal of any person(s) who are at any of the Association's Recreation Areas who are in conflict with the Rules and Regulations. Board of Director Members, the Manager, and the Guard are empowered to cause removal of any unauthorized persons from the Recreation areas and are also empowered to cause confiscation of Association recreation key(s). Such confiscation shall be at the discretion of the Association Manager, Guard, or any Board Member. In the event a key is confiscated, it shall be the responsibility of the Board of Directors to call for a meeting on the earliest possible date with the Unit Owner or Lessee whose key was confiscated. At said meeting, the Unit Owner or Lessee will be asked to reaffirm their promise to abide by the Rules and Regulations, particularly those dealing with the Recreation Areas. Upon such reaffirmation, the key shall be returned to the Unit Owner.

COMMON AREAS - Pool Areas

39. The following are the Pool Rules which all are expected to follow:

- Hours of Operation — Dawn till 8 p.m.;
- Shower before entering pool — no soap is to be used;
- No lifeguard on duty — swim at your own risk;
- No diving or jumping;
- No running, rough play, or ball playing;
- No glass bottles or containers permitted in pool area;
- No floating devices — Noodles are permitted;
- Food is permitted only at poolside tables or covered areas;
- Children under 14 years of age must be accompanied by a parent;
- Small children must wear appropriate pool diapers;
- Ear pieces for all music devices, except COA events, are required;
- No animals are permitted in pool areas;
- Pool gates must be locked at all times;
- No bicycles, skateboards, or inline skates are permitted in pool area;
- No shorts or cutoffs are permitted in pool;
- Close all umbrellas before leaving pool area;
- No Smoking

RULE 40

COMMON AREAS — Use of Pool Pavilions for Private Parties

40. (1) Only adult Unit Owners may reserve the covered pavilions at the pool area for private activities provided the following conditions are met:
- (a) A security deposit of \$100 and a written request to the Board are provided at least ten (10) days prior to the activity. The deposit will be returned after the event if all terms are met.
 - (b) When a request is made to use the pool pavilions for private (non-Association) events, after the written request is made to the Board, those requesting to reserve the pool pavilion for a private party should also submit the required forms no fewer than ten (10) days prior to the event date. The request form will ask the proposed date of the event, the purpose of the event, the anticipated number of persons at the event, and the time the event is to begin and end. The request must also include (on forms provided) a Release from Liability for Damages of any Kind. In no event shall the Association be held liable for any damages which may occur at or as the result of such private use of Association facilities. The Board may also impose certain restrictions on any such use of Association property which might include, but are not be limited to, the hiring of security personnel, etc. The Board shall have sole discretion to approve or disapprove all such requests.
 - (c) No open fires/electrical warming devices are allowed. All eating will be under the pavilion and plastic or paper cups and/or plates will be used.
- (2) The Unit Owner is **responsible for clean-up** and must vacate the pavilion by 10:00 p.m.
- (3) Host adult Unit Owner/s must be in attendance at the activity the entire time.
- (4) Patrol personnel shall be notified by the Manager of the activity and shall check to see that Rule #3 listed above is followed. Patrol personnel should check to make sure the activity is over at the appropriate time.
- (5) Any excess noise or rule violation may cause the activity to be terminated by the Guard at the direction of a Board Member or the Property Manager.
- (6) The Unit Owner shall be provided with a copy of this Rule together with a receipt for the deposit and reservation. These shall be posted on the Bulletin Board during the activity.
- (7) Any usage by the Unit Owner per the above prerequisites shall be at the risk of the Unit Owner and/or attendees entirely.
- (8) A "Release from Liability for Damages of any Kind" must be approved and signed by one Association Director.

COMMON AREAS — Tennis Courts

41. **Private — Members ONLY** (The Marina at the Bluffs Condominium Association, Inc.)
- (1) Tennis courts are for the exclusive use of Owners/Lessees of The Marina At The Bluffs Condominium Association, Inc., and their Guests only.
 - (2) Courts are open from 8 a.m. to 10 p.m.
 - (3) Tennis attire including regulation footwear is required at all times.
 - (4) There is a one-hour limit for play when all courts are occupied and players are waiting.
 - (5) No food is allowed in fenced areas.
 - (6) Children under 14 must be supervised by an adult while playing.
 - (7) No pets are allowed within fenced area.
 - (8) No item which may damage court surface (chairs, baby carriages, children's toys, or other heavy items, etc.) is permitted within the court area.

COMMON AREAS - Designated Play Areas

42. Children/Adults shall not be permitted to play in Common Areas except in those areas designated for play by the Association from time to time.

Play areas designated presently are the tennis courts and pools, subject to posted rules. Skateboarding is prohibited anywhere on the Association premises. Inline skating is prohibited on catwalks and half-circle driveway areas and play areas.

COMMON AREAS - Personal Articles in Common Areas

43. No bicycles, scooters, baby carriages, or similar items, toys, furniture, or other personal articles shall be permitted to be stored in any of the Common Elements, assigned parking spaces, Recreation Areas, or on catwalks and under or in stairwells.

No gas operated vehicles (motorcycles, motor bikes, mopeds, etc.) may be parked or stored near a building, under the stairwell, under the portico area, in a Unit, or on a catwalk.

No sports equipment, personal articles, business equipment, or storage pods may be stored on the exterior of any parked vehicles.

The Common Areas, including but not limited to driveways, catwalks, recreation areas, and vegetation areas, are not permitted to be utilized as work areas or equipment storage or staging areas, but with these exceptions: moving vans from 8 a.m. to 6 p.m. Monday through Saturday (no moving on Sunday or holidays), tile cutting, vehicles containing carpet cleaning machinery, and short-term car detailing are permitted in front of the trash rooms.

COMMON AREA - Damage to Common Elements

44. Any damage to the Common Elements, including limited Common Elements, the Recreation Areas, or equipment of the Association caused by any Unit Owner, Family Member, Lessee, Tenant, Guest, Visitor, Invitee, or Licensee shall be repaired or replaced at the expense of the Unit Owner/Lessee in question.

Excessive oil or rust discharges in parking spaces shall also be removed at the Association's direction with costs to be paid by the Unit Owner/Lessee. If repair or replacement is not effected with 20 days of written notice from the Board of Directors or their Agent, the Association shall undertake to repair or replace and shall bill the Unit Owner/Lessee for labor and materials.

45. Unit Owners, Family Members, Lessees, Tenants, Guests, Visitors, Invitees, and Licensees may not plant nor damage, remove, trim, or otherwise destroy any vegetation including lawns, trees, and shrubs on any portion of Association premises. Since there are State, County, and Town mandates on pruning and other restrictions related to vegetation and since the Condominium Association of The Marina At The Bluffs is legally responsible for adhering to all State, County, and Town mandates on the placement, planting, pruning, and removal, etc., of all vegetation, any fines incurred for illegal/unauthorized placement, pruning, removal, or replacement of all vegetation on the property are the responsibility of the Unit Owner, Family Member, Lessee, Guest, Visitor, Invitee, or Licensee who committed the act. No one other than the Board of Directors and the Property Manager (with the approval of the Board of Directors) is empowered to direct any removals of, changes to, or additions to vegetation on property.

USE OF ASSOCIATION EMPLOYEES' TIME

46. No Unit Owner/Resident shall request or cause any employee or Agent of the Association to do any private business of the Unit Owner/Resident during Association paid hours except as shall have been approved in writing by the Association. All Association employees and Contractors will be directed by Management and Board of Directors only.

ASSOCIATION'S RIGHT TO ENTER PREMISES

47. The agents and employees of the Association and any contractor or worker authorized by the Association may enter any Unit at any reasonable hour of the day for the purpose permitted under the terms of the Condominium Documents. Entry will be made by prearrangement with the Unit Owner/Resident except under circumstances deemed as an emergency by the Association or the Manager, in which case access is deemed permitted regardless of the hour, as per Florida State Statute.

At no time will a Contractor ever be given the keys to a Unit by the Association unless authorized in writing by the Unit Owner. An Association Employee will always accompany an outside Contractor who has the need to enter a Unit.

RULE 47-48-49

To facilitate such entry, each Owner must deposit a key or keys to his/her Unit with the Association in order to eliminate the possibility of a necessary break-in of a door at the Owner's risk and expense, as per Florida State Statute.

If another individual or firm is care-taking a Unit or has a key for emergency use, that individual's name and phone number must be placed on file with the Association.

SINGLE FAMILY RESIDENCE DEFINITION

48. Each Unit shall be used as a single-family residence only, except as otherwise herein expressly provided. As used herein, "single family" or words of similar import shall be deemed to include up to two (2) natural persons who are married or up to two (2) natural persons who are not related by blood, marriage, or adoption living together as a single housekeeping unit, their children, legal guardianship children, grandchildren, parents, mothers-in-law or fathers-in-law, and the spouses of the aforementioned family members. The maximum recommended number of occupants per Unit should not exceed four (4), with no more than two (2) per bedroom.

GUEST RULES

49. The following rules apply to **Guests**:

- (1) A Guest shall be considered any occupant who is not a Unit Owner or approved Tenant. There shall be no time limitation on Guest occupancy provided the Guest occupies the Unit with the Owner or approved Tenant or the Guest is a member of the Owner's or approved Tenant's family, as defined above (Rule #48).

However, any Guest who occupies a Unit in excess of thirty (30) days cumulatively in any calendar year, whether with or without the Owner or approved Tenant in residence, shall be subject to screening and orientation as a Tenant. Guest occupancy in the absence of the Unit Owner or approved Tenant by persons other than members of the Unit Owner's or approved Tenant's family, as defined above, shall be limited to a total of thirty (30) days per calendar year, cumulatively, for all such Guest visits.

In the absence of the Unit Owner or the Tenant, Guests shall not exceed four (4) persons of which at least one (1) shall be of legal adult age and must fall within the "Single Family" definition.

Prior to any occupancy of the Unit by any Guest, the Owner or approved Tenant must provide written notice to the Association of the name or names of the intended Guests, any familial relationship to the Owner or approved Tenant, the anticipated date of arrival, and the anticipated date of departure.

- (2) Upon arrival the Guest must visit the Office to receive a Guest Pass. Owners not living on site must write or fax the Association Office with the following

RULE 49-51

information regarding their Guest/Guests prior to their arrival: Name of Guest, copy of a Valid Driver's License, Length of Stay (beginning and end date), and Year, Make, Model, Color, Tag Number, and State of registration of car. Under no circumstances may the Owner or Lessee decal/sticker BE LOANED OR USED ON ANY VEHICLE EXCEPT THE VEHICLE ASSIGNED TO THAT NUMBERED DECAL/ STICKER.

- (3) Such Guests must be Invitees of the Unit Owner or Lessee, with no collection of rental in the form of monies, goods, or services.
- (4) Owner/Lessee is responsible for furnishing their Guests with the Association's Rules and Regulations and familiarizing them with those Rules.

SALE OR LEASE APPROVAL

50. Notice must be filed with the Association Office upon signing of a sales contract or a lease contract.

When the Owner has a sales contract, the Buyer must fill out an application for membership (including other appropriate forms), and at the same time the Association must give the Buyer a copy of the Rules and Regulations.

The application for membership **must** be accompanied by a copy of the sales contract or lease agreement together with the Owner's or Realtor's check for applicable Orientation Fee payable to the Association. This fee is not refundable. **The approval for membership is subject to approval by the Board of Directors.**

The approval form must be signed by two (2) Directors and shall be in "recordable" form.

Such approval or denial by the Board shall be submitted within thirty (30) days of the date that the completed application is received by the Association Office.

No one shall move into the subject Unit until such approval has been officially tendered.

No one may move into a Unit or obtain a vehicle decal/sticker prior to attending Orientation: See #51 directly below.

ORIENTATION

51. New prospective Owners, Lessees, and Residents must attend Orientation **prior to moving into a Unit or obtaining a vehicle decal/sticker.**

All prospective Buyers, Lessees, and Residents must appear for Orientation. No surrogate representatives will be accepted in lieu of the actual prospective principals.

Long-term Lessees must also attend Orientation every five (5) years prior to renewal of the applicable lease (5-year cycle).

Orientations are on Tuesdays and Thursdays. The Association reserves the right to modify this schedule for Orientations and the manner in which Orientations are conducted.

RELINQUISHMENT OF OWNER'S/OWNERS' RIGHTS UPON LEASING

52. Any Owner who has leased his/her Unit automatically relinquishes his/her right (and that of their family) to use Association Recreation Areas and amenities, as such privileges are construed to have been transferred to his/her Lessee/s. This shall include the use of parking spaces on a continuing basis, pools and tennis courts, recreation and picnic areas, and pavilions.

UNIT OWNER PARTICIPATION AT MEETINGS

53. Board and Committee Meetings

1) Definition

- A. Meeting of the Board of Directors is hereby defined as a quorum if Directors have gathered to discuss official Association business. The term "meeting" does not include gatherings of less than a quorum of Directors engaged in fact finding investigations or legal inquiries to be used as a basis to inform the Board of Directors for action to be taken at a "meeting."
- B. Meeting of a Committee is hereby defined as members gathered to discuss the official business of the Committee as set forth in the resolution creating the Committee. The term "meeting" does not include fact-finding investigations or legal inquiries by less than a quorum of Committee members to be used as a basis to inform the Committee for action to be taken at a Committee meeting.
- C. The term "Committee" is hereby defined as an official body created by the President of the Board of Directors to which specific powers are delegated.
- D. Committees serve at the pleasure of the President. All Committees are disbanded at the annual Members Meeting, unless the Board of Directors has designated a Committee as a Standing Committee. The President may reappoint the same Committee Chairperson(s) or select another Chairperson/other Chairpersons at his/her discretion. The President may also reconstruct or reconfigure Committees given needs at the time.
- E. Committees may be comprised of Unit Owners appointed by the President of the Board to make recommendations to the Board regarding the Association. A

RULE 53

Board Member may serve as liaison to any Committee. Meetings of Committees must be noticed, in advance, by a notice of time, place, and agenda.

2) Attendance at Board/Committee Meetings

Every Unit Owner or his/her authorized representative shall have the right to attend Board of Directors and certain Committee Meetings except as may be provided by law. No person or persons other than a Unit Owner or his/her authorized representative are permitted to attend such meetings unless such person or persons are invited by the Board of Directors.

3) Participation at Meetings

Every Unit Owner or his/her representative shall have the right to participate in meetings of the Board of Directors and Committees subject to the following rules.

Statements by Unit Owners at meetings shall be restricted solely to items designated on the agenda of that meeting. No other statements shall be permitted except as may be authorized by the Board or Committee.

The Unit Owners statement shall not exceed three (3) minutes. The Chairperson of the meeting shall give the floor to any Unit Owner permitted to speak subsequent to the calling of the agenda item and prior to the discussion and vote of the Board or Committee upon the agenda item.

4) Tape Recording or Videotaping of Meeting

Any Unit Owner may tape record or videotape a Board or Committee Meeting subject to the following Rule:

No tape recording or videotaping of any meeting shall interfere with or obstruct the meeting and no equipment shall obstruct any Unit Owner's view, hearing, or access to the meeting. No extra lighting shall be permitted, and no accessory equipment shall be utilized.

5) Ejection

Any person not authorized by law to attend a meeting shall be prohibited from attending the meeting or will be ejected.

Any Unit Owner or authorized representative who fails to comply with these rules shall be subject to ejection at the sole discretion of the Chairperson. The Chairperson shall give any non-complying person one warning regarding ejection and thereafter may call for immediate ejection

RULES 53-54

The Chairperson of the meeting may appoint a Sergeant at Arms who at the direction of the Chairperson shall either remove the non-complying or unauthorized person or contact a law enforcement representative to remove such person.

RIGHTS OF BOARD OF DIRECTORS - Fines and Legal Action

54. Fines

The Board of Directors may levy a fine against any person who fails to comply with these rules provided such fining is authorized by the Condominium Documents.

Legal Action

The Board of Directors may take whatever action that is appropriate by law or equity against any person who fails to comply with these rules.

INDEX	RULE#	/	PAGE#’S
ASSOCIATION’S RIGHT TO ENTER PREMISES	47	/	19-20
CARE AND USE OF WATER APPARATUS	24	/	12
COMMON AREAS:		/	
No Smoking & Walkway Obstructions	34	/	14
Clotheslines	35	/	14
Food and Beverages	36	/	14-15
Barbecue Areas	37	/	15
Recreation Areas	38	/	15-16
Pool Areas	39	/	16
Use of Pool Pavilions for Private Parties	40	/	17
Tennis Courts	41	/	18
Designated Play Areas	42	/	18
Personal Articles in Common Areas	43	/	18
Damage to Common Elements	44,45	/	19
COMPLAINTS AND SUGGESTIONS	4	/	1
DISPOSING OF REFUSE	9	/	2
DOCUMENTS: OCCUPANCY AND USE RESTRICTIONS	1	/	1
FLAMMABLE MATERIAL	23	/	11-12
FLOOR COVERINGS	31	/	13-14
GUEST RULES	49	/	20-21
HOUSEKEEPING	33	/	14
LOADING AND UNLOADING	10	/	2-3
LOCK OUT CHARGE	8	/	2
MODIFICATIONS IN RULES AND REGULATIONS	2	/	1

INDEX(continued)	RULE#	/	PAGE#'S
NUISANCES	20,21	/	10-11
OBLIGATION OF ABSENTEE UNIT OWNER AND/OR OCCUPANT	22	/	11
ORIENTATION	51	/	21-22
PETS	19	/	8-10
RELINQUISHMENT OF OWNER'S/OWNERS' RIGHTS UPON LEASING	52	/	22
RESPONSIBILITY OF UNIT OWNERS	5,6,7	/	1
REVOCABLE CONSENT	3	/	1
RIGHTS OF BOARD OF DIRECTORS	54	/	24
SALE OR LEASE APPROVAL	50	/	21
SIGNS	25	/	12
SINGLE FAMILY RESIDENCE DEFINITION	48	/	20
SOLICITING	32	/	14
STORM SHUTTERS, INTERIOR AND EXTERIOR CHANGES	27,28,29,30	/	12-13
UNIT OWNER PARTICIPATION AT MEETINGS	53	/	22-24
USE OF ASSOCIATION EMPLOYEES' TIME	46	/	19
VEHICLE RULES:		/	
Parking, Storage, and Car Washing	11,12,13	/	3-5
Restricted Vehicles	14	/	5-6
Handicap Parking	15	/	6
Decals/Stickers/Permits/Passes	16	/	7-8
Vehicle Repairs	17	/	8
Limitations of Vehicle Use	18	/	8
WINDOW AND DOOR TREATMENT	26	/	12