

**SCHEDULE "A" TO BY-LAWS  
RULES AND REGULATIONS  
FOR  
JUPITER BAY CONDOMINIUM ASSOCIATION**

**INTRODUCTION**

It is the purpose of the Association to maintain luxurious, but economically well managed, Improvements and Common Elements, and it is believed that these Rules will aid in this purpose. Your Board of Directors will welcome the assistance of all the Owners in the enforcement of these Regulations.

Violations should be reported to the Manager of the Condominium, in writing, not to the Board of Directors or Officers of the Association. Violations will be called to the attention of the violating Owner and any appropriate Committee by the Manager. All disagreements will be presented to the Board, which will take appropriate action. Owners are responsible for compliance of their guests, invitees and tenants.

**RULES & REGULATIONS**

1. The sidewalks, entrances, passages, patios, courts, stairways, corridors, vestibules, elevators, lobbies, halls and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables or any other similar objects be stored therein. Rugs or mats must not be placed outside of doors or in corridors.
2. The personal property of Unit Owners must be stored in their respective units or in assigned storage lockers, if any.
3. No Unit Owner shall permit anything to fall from a window or door of the Condominium Property, not sweep or throw from the Condominium Property any dirt or other substance into any of the balconies or elsewhere in the Building or upon the Common Elements.
4. Employees of the Association are not to be sent out by Unit Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

5. No Unit Owner, nor his family, servants, employees, agents, visitors or licensees, shall make or permit any disturbing noises in the Building, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other unit Owners. No Unit Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio, sound amplifier or other sound equipment in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents. Minimum volumes of all sounds and sound producing equipment shall be enforced between the hours of 10:30 P.M. and 8:00 A.M. All other unnecessary noises, such as bidding good night to depart guests and slamming car doors, between these hours should be avoided. Carpentry, carpet laying, picture hanging or any trade (or do-it-yourself) work involving any noise must be done between the hours of 8:00 A.M. and 6:00 P.M. weekdays ONLY (no exceptions).

6. No radio, television or other electronic installation may be permitted in any unit which interferes with the television or radio reception of another unit.

7. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Property, except signs used or approved by the Developer. Additionally, no awning, canopy, shutter or other projection shall be attached to, hung, displayed or placed upon the outside walls, doors, balconies, windows, roof or other portion of the Building or on the Common Elements.

8. The Association may retain a pass-key to all units. No Unit Owner shall alter any lock, nor install a new lock, without the prior written consent of the Board of Directors. Where such consent is given, the Unit Owner shall provide the Association with an additional key.

9. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any unit or on the Common Elements, except such as are normally used in small barbecues.

10. A Unit Owner who plans to be absent during the hurricane season must prepare his unit prior to his departure by designating a responsible firm or individual to

care for his unit should the unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual.

11. No unit shall have any aluminum foil placed in any window or glass door, or any reflective substance placed on any glass, except such as is approved by the Board of Directors for energy conservation purposes.

12. No exterior antennae shall be permitted on the Condominium Property or Improvements thereon, provided that Developer shall have the right (but not the obligation) to install and maintain community antennae and radio and television lines, and temporary communications systems.

13. Children will be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Condominium Property. Full compliance with these Rules and Regulations and all other Rules and Regulations of the Association shall be required of such children. Playing shall not be permitted in any of the lobbies, hallways, stairways, elevators and lobby areas, and loud noises will not be tolerated.

14. Unless expressly permitted in writing by the Association, the installation of any floor covering, other than padded carpeting or well-padded vinyl tile, is prohibited. In any event, Unit Owners shall have the duty of causing there to be placed underneath such covering, so as to be between any such covering and the floor of the Unit, generally accepted and approved material for diminution of noise and sound, so that the floors shall be adequately soundproof according to general architectural and engineering standards presently observed in the community.

15. To maintain a uniform and pleasing appearance of the exterior of the Building, no awnings, screens, glass enclosures or projections shall be attached to the outside walls or to any balcony. This includes any type of screen or umbrella. Balcony floors may be painted any color desired, or may be covered with carpeting or tile; otherwise, standard exterior colors shall not be altered. Plants, pots, receptacles and other moveable objects must not be kept, placed or maintained on balcony ledges. No objects shall be hung from balconies or window sills. No cloth, clothing, rugs or mops shall be hung upon, or shaken from, windows, doors, balconies or terraces. Members shall remove all loose objects and all moveable objects, including furniture, from the

balconies if they will not be in residence during the hurricane season. No furniture which extends higher than the rail or railing on such balcony, or which may be visible from outside the Condominium, including, without limitation, umbrellas or tables, shall be kept or placed on any balcony. Reference herein to balconies shall include patios, terraces and roof areas.

16. Goods and packages of every kind must be delivered to the receiving room in the Building. The Association shall not be responsible for the loss of, or damage to, any such property, even though such loss or damage may occur through the carelessness or negligence of the employees of the Building. The receiving room entrance will be closed on Sundays and holidays and after 4:00 P.M. daily.

17. Members, their families and guests, shall not appear in, nor use, the lobby of any Building or the Recreation Facility except in appropriate attire.

18. Water closets and other plumbing shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags or other foreign substances shall be thrown in them. The cost of any damage resulting from misuse shall be borne by the member responsible for the damage.

19. Members shall be liable for all damages to the Buildings caused by receiving deliveries, or moving or removing furniture or other articles, to or from the Building. All truck deliveries shall be made through the entrances provided by the Manager of the Building.

20. All refuse, waste, bottles, cans and garbage shall be securely contained in plastic bags and sent down the chute in a container not exceeding the width of the chute. Trash chutes may be used only between the hours of 8:00 a.m. and 10:00 p.m. Newspapers, magazines and heavy items intended for disposal shall be placed in the trash rooms on the ground floor, and not thrown down the garbage chutes. Bottles, cans and newspapers must be placed in the recycling bins located in the dumpster area on the ground level of every building.

21. Members are not permitted on the roof for any purpose, except as permitted specifically by the Declaration.

22. There shall be no solicitation by any person anywhere in any Building for any cause, charity or any purpose whatever, unless specifically authorized by the

Board of Directors.

23. No member shall allow the corridor entrance door to his or her unit to remain open for any purpose other than for immediate ingress or egress.

24. Members are asked not to use fire doors for ingress and egress.

25. Where curtains are other than white or off-white, they must be lined, or "under draped" or "black-out" draped in white, which liners must be approved by the Board of Directors. No reflective material of any kind shall be permitted on windows, except as otherwise provided herein.

26. No noxious or unusual odors shall be generated in such quantities that they permeate to other units or the Common Elements and become annoyances or become obnoxious to other Unit Owners. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this Regulation.

27. No waterbeds are to be brought into the units for any reason whatsoever.

28. No fires, cooking devices or other devices which emit smoke or dust shall be allowed on any balcony or patio.

29. No person shall be permitted to park any trucks, boats, boat trailers, other trailers, mobile homes, cargo vans, motorcycles, recreational vehicles or buses on condominium property. Parking of commercial vehicles on condominium property shall only be permitted during the time necessary to provide or deliver goods or services during normal business hours. In any event, overnight parking of commercial vehicles on condominium property is prohibited. No golf cart or other vehicle which is not licensed to be operated on the public roads of the State of Florida shall be permitted to be parked on or operated on the condominium property, except for golf carts owned and utilized by the Jupiter Bay Condominium Association, Inc., and/or its agents, in the normal course of business. Washing or repairing vehicles on the condominium property is prohibited.

30. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner

or Occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.

31. Anything to the contrary herein notwithstanding, these Rules and Regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the units owned by the Developer until conveyed. All of these Rules and Regulations shall apply, however, to all other Owners and Occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific Rules and Regulations upon written request therefore and good cause shown in the sole opinion of the Board.

32. Tenants, lessees and/or their guests cannot have pets in any unit or anywhere on the property at any time. Owner's pets cannot exceed twenty pounds in weight.

33. Parking permits are required for all vehicles that park overnight on the property. Any vehicle that does not display an authorized parking permit is subject to towing at the owner's expense.

34. Skateboarding and roller-blading/skating are not permitted anywhere on the property.

35. Feeding of ducks and other wildlife is prohibited.

36. A unit may be leased provided that the occupancy is only by the lessees and their guests. A one-bedroom unit is limited to occupancy by four persons and a two-bedroom unit is limited to occupancy by six persons. Leases must be submitted in writing and filed with the Association not less than three (3) business days in advance of the intended occupancy. Tenants must complete a Registration Form at the Management Office no later than the conclusion of the first business day following the initial date of occupancy. Guests of an owner, unless they are in residence with the owner, or one immediate family members of the owner, must complete a Guest Registration Form at the Management Office no later than the conclusion of the first business day following the initial date of occupancy. The unit owner must confirm guest status to the Management Office prior to occupancy of the unit.

Parking permits for lessees and guests will be issued by the Management Office at the time of registration. Guests in residence with the owner or immediate family members of the owner should, upon arrival, obtain a parking permit from the Management Office.

36A. Application Process for Sale or Lease of Building 'C' West (Approved February 7, 2003). A unit may be leased provided that the occupancy is only by the lessees and their guests. A one-bedroom unit is limited to occupancy by four persons and a two-bedroom unit is limited to occupancy by six persons. An application form, completed and signed by the applicant(s) must be submitted to the management office for approval seven (7) days prior to occupancy, together with a copy of the original lease or sales contract. Leasing or renting of a condominium unit by a unit owner is permitted only if the lease period, as to any particular lessee, is for at least thirty (30) days or one calendar month, whichever is less. In addition, a unit owner is permitted to lease or rent his or her unit a maximum of three (3) times per calendar year for a lease period, as to any particular lessee, of at least ten (10) days during the holidays of Thanksgiving, Christmas and Easter (any such ten day lease period must include either Thanksgiving, Christmas Day, or Easter Sunday). All applicants for sale or lease or any other transfer of the interest in a unit must be reviewed and approved in advance, in writing by the Association.

The Association shall collect a transfer fee, which shall be an amount determined by the Board from time to time, in accordance with applicable law. A \$100.00 transfer fee is required for the sale of a unit, and a non-refundable processing fee of \$75.00 is required for the lease of a unit. All tenants, including returning tenants unless they are occupying pursuant to a renewal right in a previously approved lease, are required to file a rental application form and pay the \$75.00 processing fee. Applications for leases will not be approved if there are any current violations of the governing documents or rules related to such unit or if an owner is more than ten (10) days delinquent in the payment of maintenance fees, assessments or fines. Moreover, applications for leases will not be approved if there are reasonable grounds to believe that the proposed lessee would not likely be able to meet the obligations of the lease or that the proposed lessee or guests pose a risk to the community.

A new owner must furnish a copy of the executed deed to the Secretary of the

Association in care of the management office.

Guests of Owner, unless they are in residence with the owner, or are immediate family members of the owner, are required to pay a \$25.00 processing fee. Residents who claim "Guest of Owner" status will not be processed by the management office until confirmation has been received from the unit owner.

37. Unit D-105 East is available to owners upon request, for meetings, card games or private functions. Application must be submitted to the management office for approval, together with a \$50.00 returnable deposit. The owner getting approval will be held responsible for any damage caused to the unit. Use of the unit is limited to the confines of D-105 East and does not include the use of neighboring pool or lawn areas.

38. Rules Governing Inspection of Documents:

a) The official records of the Association available for inspection are those designated by Florida Law.

b) Every owner or the owner's authorized representative, shall have the right to inspect or copy the official records pursuant to these rules.

c) An owner desiring to inspect official records shall submit a written request to the Secretary of the Association. The request must specify the particular record subject to inspection including pertinent dates or time periods. The request must be sufficiently detailed to allow the Association to retrieve the specific records requested. The inspection or copying of records shall be limited to those specifically requested.

d) No unit owner may submit more than one written request for inspection or copying in a fourteen day period.

e) All inspection of records shall be conducted at the Association's office or at such other location designated by the Association. No records may be removed from the location of inspection. No alteration of the original records may be made.

f) Records will be made available for inspection on or before the fifth working day subject to actual receipt by the Association of the written request for inspection and, where a representative will be inspecting, the written designation of the representative. This time frame may be extended by written

request of the property owner. In addition, this time frame shall be extended in the event records are so voluminous or otherwise in such a condition as to render this time frame unreasonable.

g) Inspection shall be made only during normal business hours or normal business hours of the location of inspection if other than the Association office. (For the purposes herein the term "working day" shall mean Monday through Friday, exclusive of Federal, State or Local holidays on which the office of the Association is closed. For purposes herein, "normal business hours" shall mean those times the Association offices are open, or the hours at the location where the records to be inspected is customarily open. If there are no customary hours, then 9:00 a.m. to 12:00 p.m. and 1:00 p.m. to 3:00 p.m. Monday through Friday shall be deemed the hours that the records are available.)

h) If a copy of any record is desired, the property owner shall designate in writing which record is desired or, in the alternative, may designate such record by use of a tab or clip on the pages desired. Any written request must designate the specific record or portion thereof.

i) A property owner must pay the expense of copying including a charge of twenty-five cents per page, or other such amount allowed by law. Payment in advance of copying may be required in the sole discretion of the Association. No written request for inspection or copying may be made in order to harass any property owner, resident, or Association agent, officer, director or employee. All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and may not interfere with the operation of the Association office or office where the records are otherwise inspected or copied.

j) The Association office or the office of inspection may assign one staff person to assist in the gathering of records requested for inspection at the Association's discretion. All requests for further assistance in copying during inspection shall be directed to that staff person. In the event that any person paid by the Association or by the Association's management company spends more than a total of fifteen minutes complying with document requests of an owner, further work by that employee shall be at the expense of the property

owner. This expense shall be charged to the property owner at the rate of \$15.00 per hour. The Association may request that advance payment of a reasonable number of hours anticipated, depending on the volume of documents requested, be paid by the property owner or representative in advance of the date of the document production.

k) A violation of these rules may cause the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith. Requests for inspection which do not comply with these rules may not be honored by the Association.

39. Effective January 1, 2004, the Florida Statutes, Section 718.111(11), requires every condominium unit owner to have insurance for all real or personal property located within the boundaries of the unit owner's unit that is excluded from the Association's policy. And in keeping with the new law, all unit owner policies are to include:

1. a mandatory certificate of insurance being sent to the Association by the insurer; and
2. a mandatory thirty-day (30) advance notice being sent to the Association as to any change or cancellation of the policy.

Regardless of the language in the Declaration, the Association coverage must exclude floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioning or heating equipment, water heaters, water filters, built-in cabinets, countertops, and window treatments, located within the boundaries of a unit and serving only one unit, and all air conditioning compressors, regardless of location, that service only an individual unit.

40. A Financial Policy, published in a separate document, will reinforce financial regulations contained within the Declaration and By-Laws and provide detailed guidance and direction regarding the Association's financial controls (Approved at 2/16/09 Board Meeting). The Policy describes the manner in which the Board Members and Officers perform their fiduciary responsibilities in protecting the financial assets of the Association. It includes, but is not limited to, the manner in which financial decisions are made and financial records maintained and protected.

41. Rules Governing Use of the Barbeque Grill (April 9, 2001)

- a) Events sponsored by the Social Committee will be limited to a number determined by the Social Committee and will be open to all Jupiter Bay residents. Notice will be posted on the bulletin boards well in advance of the function.
- b) Private use of the grill will be available for both tenants and owners; however, tenants will have to be sponsored by an owner and that owner must be in attendance at the function.
- c) A \$50.00 security deposit will be required and will be refundable as long as no damage is incurred.
- d) Private functions will be for groups of not more than 30 people, and can be held Monday through Friday nights only, from 5 to 9 PM.
- e) Applications must be made to the management office.
- f) The area must be cleaned up after use.

-----  
Every owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all Rules and Regulations that from time to time may be adopted, and the provisions of the Declaration of Condominium, By-Laws and Articles of Incorporation of the Association, as amended from time to time.

In addition to these Rules and Regulations, all tenants and their guests are expected to abide by all Rules posted on the bulletin boards, the pool areas, parking areas, barbecue areas, tennis courts and various other locations on the property.