

RULES AND REGULATIONS OF THE BEACHCOMBER CONDO ASSOCIATION

Rule No's 1-9

DOCUMENTS: OCCUPANCY & USE RESTRICTIONS

1. The Unit Owners shall be governed by the By Laws, Declaration of Condominiums, Articles of Incorporation and the Rules and Regulations of the Beachcomber Condominium Association."

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 These Rules and Regulations may be modified, added to, or repealed in whole or in part at any time by the Board, provided that notice of the proposed modification, addition or deletion is sent by U.S. Mail to each Member of the Association at least thirty (30) 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 units residents shall be made in writing to the Association and must be signed. Complaints from Lessees must be addressed through lessee's respective unit Owner.

RESPONSIBILITY OF UNIT OWNERS

5. Each Unit Owner shall be held responsible for the actions of himself/herself, his/her family members, lessees licensees, invitees and guests, while same are on the Association premises.

6. Each Unit Owner shall be responsible for purchasing liability and property insurance, including flood, for occurrences in his own unit. Unit Owners with waterbeds shall furnish a certificate of personal liability coverage to the Association before moving waterbed into the unit, AND, shall maintain an in-force valid policy.

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 premium payable by the Association.

8. All Owners are required to furnish a key (for all locks) to their front door to the Association for emergency use and B.O.D. authorized entries (floods, leaks, inspection and maintenance of common elements, etc.)

TRASH

9. Refuse shall be **tightly wrapped and tied in plastic bags** before depositing in garbage cans.

Recyclable items (boxes, cans, bottles, newspapers, etc.) must be placed in recyclable bins. Boxes should be broken down and tied. Pick up is Wednesday and Saturday. All large items that do not fit in the garbage can, should be placed by the can on those days of pick up only, so they may be removed. Regular garbage does not pick up appliances and pieces of furniture.

LOADING AND UNLOADING

10. No packaging materials resulting from commercial deliveries of appliances and furniture may be left on the exterior of the premises except on the day it will be picked up for removal from the premises. Used major appliances must be removed from the Association premises at the time they are removed from the units.

VEHICLE RULES: Parking

11. NO MORE THAN TWO (2) PERMANENT VEHICLES PER UNIT SHALL BE PERMITTED. (ONE PARKING SPACE AND ONE CARPORT OR GARAGE.) VEHICLES MUST BE PARKED IN LINED SPACES ONLY.

Any vehicle parked in any space or carport must be operable and have current valid license plate(s) or will be considered an abandoned vehicle and will be towed at the owner's expense. States requiring two plates and windshield tag must have both affixed.

Any Owner/Lessee planning to store their vehicle does so at their own risk. Any storage covers blowing off the vehicle (if stored) will be removed and disposed of if the Owner is notified and no corrective action is taken by caretaker or the Owner within 24 hours.

Any unauthorized or inoperable vehicles will be ticketed and towed at the owner's expense.

If the unit has been leased, the lessee succeeds to the owner's parking privileges, and the unit owner shall **NOT** store his vehicle on association property.

No vehicle shall be placed in a manner as to block access to parking spaces.

Pick-up trucks and commercial vehicles must be parked in lined spaces only during business hours and not overnight. No boats or trailers are permitted outside the garage area.

Garages must be closed at all times except for ingress and egress.

A speed limit of 15 miles per hour maximum must be strictly observed.

The Association has the right to authorize the towing of any vehicles which violates the Rules and Regulations with the cost of any towing to be paid the vehicle owner/operator/violator.

CHILDREN

12. Children under 18 years of age may not occupy a condo except as a guest of an owner except when an owner is in residence or another adult guest is present. They will be subject to all the rules and regulations applicable to guests.

Children are the direct responsibility of their parents or legal guardians who must supervise them while on condominium property.

Children are restricted from playing on the common property and the pool in any way as to interfere with the quiet and comfort of the residents. No child under 14 years of age is permitted in the pool area without adult supervision.
No child under 12 years of age is permitted in the Jacuzzi.

PETS

13. A Unit Owner may keep a single small pet weighing no more than twenty-nine (29) pounds at maturity in his/her Unit. 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 to the pet owner. The veterinarian must issue a certificate to reflect the pets' weight and that it is not reasonably expected to reach over twenty-nine pounds at any point in the pet's expected lifespan.

No pets shall be permitted within pool enclosures. All pet owners must have their pets under leash when walked or exercised on Condominium grounds and 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.

No lessee may have a pet on association property.

NUISANCES

14. No Unit Owner, Lessees, guests, visitors or invitees 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 Unit residents. Electronic audio equipment sound must be contained within the condominium walls in which the equipment is located.

OBLIGATION OF ABSENTEE UNIT OWNER AND/OR OCCUPANT

15. Each Unit Owner/Lessee who plans to be absent from their Unit for any period of time in excess of one night must shut off the water to their unit. Any damage resulting from the failure to do so will be the responsibility of the Owner. Unit Owners are also obliged to maintain their unit, including the water heater, pipes, air conditioning equipment and connections within their unit. In the event of damage caused by a water heater or any other equipment located in the unit the Owner will be responsible for the cost of repairing the damage to their unit, and other units within the building.

If a unit owner/lessee is absent from their unit during the hurricane season they must prepare the residence prior to departure and remove all loose articles from their balcony and any pots on landings. The owner must designate a responsible firm or individual to care for his unit should the unit suffer hurricane damage and furnish the association with the name of such firm or individual.

INFLAMMABLE MATERIAL

16. No unit owner/resident shall use or permit to be brought into the unit (including patio or balcony area) any inflammable oils or fluids. **Propane gas tanks are prohibited on patios or balconies in accordance with the Palm Beach fire code.**

PLUMBING CARE

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

ROOFS

18. No unit owner is permitted on the roof of any building for any purpose without the express permission of the BOD. Contractors who must have access to the roof for maintenance and repairs must also have permission from the BOD, (including window washers).

SIGNS

19. No sign, notice, or advertisement shall be displayed on or upon any part of the condominium property, except signs used or approved by the BOD.

BUILDING EXTERIOR

20. The exterior of the building cannot be modified. The common area cannot be painted, decorated or modified by any owner in any manner without the prior written consent of the association by its board. Such consent may be withheld on purely aesthetic grounds within the sole discretion of the board.

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 without the express written approval of the BOD. This includes any type of screen door. Standard exterior colors shall not be altered. Shutters and enclosures must conform to all building codes and the unit owner must obtain all permits and inspection requirements. No objects shall be hung from balconies or window sills. No cloth, clothing, rugs or mats shall be hung upon, or shaken from windows, doors, balconies or terraces. Members shall remove all loose objects and 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 railings shall be kept or placed on any balcony. Reference herein to balconies shall include patios and terraces.

No hurricane shutters may be installed without the prior written approval from the board as to design, installation and color, which approval may be withheld on purely aesthetic grounds. The Board's approval shall not be granted unless the shutters conform to the architectural design of the buildings and the design of previous shutters. The hurricane shutters shall match the color beige by Rolladen. Patio enclosures shall be bronze to match the screening.

Satellite dishes/antennae are permitted only by written approval and vote of the BOD. The placement and installation must be approved by the BOD, after voting on a written request by a unit owner.

Rule No's 21-24

HOUSEKEEPING

21. No article shall be hung or shaken from the doors, rails, windows, or balconies of the units. No substance including water shall be swept or thrown from the windows or balconies.

The sidewalks, entrances and passages shall not be obstructed or used for any purpose other than ingress or egress; nor shall any cats, bicycles, carriages, chairs, tables or any other similar objects be stored therein.

FLOOR COVERINGS

22. Unless expressly permitted in writing by the board, the installation of any floor covering, other than padded carpeting or well padded vinyl tile, is prohibited. If a unit owner has the permission for a hard surface floor covering (tile, wood, etc.) the owner has the responsibility of installing underneath such covering, approved material for diminution of noise and sound, so that the floors shall be adequately sound proof according to general architectural and engineering standards. It will remain the owner's responsibility to correct the source of any objectionable noise resulting from his/her installation.

SOLICITING

23. No organization, business or individual may solicit funds or business on association premises.

POOL

24. The regulations governing the use of the pool including permitted hours, guest rules, safety, and sanitary provisions shall be in accordance with regulations adopted from time to time by the association and those posted at the pool.
Rules and regulations, which are not specifically posted but are apart of these rules and regulations, are enforceable, irrespective of their not being posted at the pool.

The owner/lessee is responsible for the behavior of their guests.

Owners who have leased their condos are not permitted to use the pool area.

The association reserves the right to cause removal of any person(s) who is at the pool area and is in conflict with the rules and regulations.

Rule No's 25-27

POOL RULES

25. All persons using the pool do so at their own risk.

Neither the pool nor the Jacuzzi should be used after 10PM. Users should be considerate of the comfort of other residents.

Shower before entering the pool and remove sand from feet.

No running, ball playing or rough play of any kind shall be allowed in the pool area in order to comply with insurance regulations.

No toys or floating devices should be left in the pool. Any item left will be disposed of by the association. When using floating devices in pool, please be considerate of other swimmers.

No glass/breakable containers in pool area.

ABSOLUTELY NO JUMPING OR DIVING INTO THE POOL.

Pool furniture, which has been moved, should be placed back where it came from before leaving the pool area.

Place towel on furniture before sitting to prevent discoloration due to sun tan oil and chlorine.

CHILDREN UNDER 12 ARE NOT PERMITTED IN THE JACUZZI

CHILDREN UNDER 14 ARE NOT ALLOWED IN THE POOL AREA WITHOUT ADULT SUPERVISION.

CHILDREN UNDER 3 MUST WEAR RUBBER PANTS OVER CLOTH DIAPERS; NO DISPOSABLE DIAPERS. SWIMMIES ARE PERMITTED.

No food permitted except at tables. Please clean up after using the tables and the kitchen.

Please be considerate. Do not leave towels and personal belongings at pool area if you are not there.

COMMON AREAS; DAMAGE TO COMMON ELEMENTS

26. Any damage to the common elements or equipment of the association caused by any unit owner, family member, lessee, visitor, guest, licensee or invitee shall be repaired or replaced at the expense of the unit owner.

Excessive oils or rust discharges in parking spaces shall also be removed at the associations direction with cost to be paid by the unit owner/resident. If repair or replacement is not affected within 20 days of written notice of the BOD or its agent, by such unit owner, the association shall undertake to repair or replace and shall bill the unit owner for labor and materials.

Unit owners, lessees, guests, invitees, and licensees may not damage, remove, trim or otherwise destroy any vegetation including lawns, trees and shrubs on any portion of association premises. Further there are State, County, and Town mandates on pruning restrictions, and any fines incurred for illegal pruning are the responsibility of the unit owner.

USE OF ASSOCIATION EMPLOYEES' TIME

27. No unit owner/lessee shall request or cause any employee or agent of the association to do any private business of the unit owner/lessee except as shall have been approved in writing by the BOD. **All association employees and contractors will be directed by Management and Board of Directors only.**

Rule No's 28-31

ASSOCIATION'S RIGHT TO ENTER PREMISES

28. The agent 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 purposes 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.

To facilitate such entry, each Owner must deposit a key or keys to his/her Unit with the Manager in order to eliminate the possibility of a necessary break-in of a door **AT THE OWNER'S RISK AND EXPENSE.**

GUESTS

29. **The unit owner must provide all guests with a copy of the rules and regulations.**

No guest under age 18 will be allowed to be in residence in the absence of an adult guest or owner.

Unit owners must notify the BOD and the Management Company with the name and length of stay of any guest who will reside in the unit in the absence of the unit owner.

Guests must abide by all the rules and regulations.

RENTALS

30. The unit owner must provide renters with a copy of the rules and regulations before occupancy.

Units must be rented for a minimum of ninety (90) days and not more than twice annually.

The lease shall be signed by each individual adult that is to reside in said unit.

Units may be rented to single families only.

Total occupancy by renters is limited to the following:

Two bedroom apartment four persons total.

Three bedroom apartment six persons total.

Occupancy in excess of the above will be recognized as a violation under our Condominium Agreement.

There shall be no more than two (2) cars per rental unit.

All renters must abide by the governing Documents of the Beachcomber Condominium Association Inc. and to the rules and regulations herein.

SALE OR LEASE APPROVAL

31. Notice must be filed with the Management company and the BOD notified in writing of a unit owner's intention to sell or lease his unit. The unit owner shall furnish the Association with such notification, and a copy of the Contract for Sale or Lease, whichever is applicable. The application must be accompanied with the owner's check in the amount of \$60.00. This application fee is not refundable.

All lease agreements shall be in writing and provide for a term of not less than ninety (90) days nor more than twice a year. The lease must provide that the lessee shall be subject to the declaration and rules and regulations of the Condominium.

Any Unit Owner not in good standing with the Association shall not be allowed to lease. Also, Association approval of any lease will be terminated if the Unit Owner does not remain in good standing.

In any unit subject to a lease, any person other than the immediate family who wishes to stay for a period of more than two (2) weeks must make application for approval paying the application fee.

The prospective buyers or lessees must be interviewed by a member of the BOD and approved by the BOD prior to occupying the unit. It is the unit owner's responsibility to obtain a certificate of approval from the BOD before the buyer or lessee takes possession of the unit.

No one shall move into a unit until such approval has been officially tendered.

Any transaction that is conducted without compliance with the Documents and Rules and Regulations of the condominium may be voided by the Association. The Association imposes upon lessees, a security deposit in conjunction with the use of the common areas. The amount of \$500.00 shall be paid to the Management Company prior to the lessee occupying his unit.

All owners who have leased their unit automatically relinquish his/her right to use the Association's pool area and parking space while the lease is in effect.

Owners are responsible for any damage to common elements causes by lessees.

All sales and leases must be in compliance with the Documents and Rules and Regulations of the Beachcomber Condominium.

Rule No.-32

UNIT OWNER PARTICIPATION AT MEETINGS BOARD AND COMMITTEE MEETINGS

32. Meetings of the Board of Directors are defined as a quorum of directors gathered to discuss official association business. It does not include gatherings of less than a quorum 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.

Meeting of a committee is defined as members gathered to discuss the business of the committee. It does not include fact-finding investigations or legal inquiries by less than a quorum of committee members.

The term Committee is defined as an official body created by the BOD to which specific powers are delegated.

Board and committee meetings must be noticed at least 48 hours in advance except certain rule amendments or non-emergency special assessment meeting which require 14 days notice.

Every unit owner has the right to attend meetings. No person other than a unit owner or his authorized representative may attend.

Every unit owner or his representative has the right to participate in meetings subject to the following rules.

A representative must have a power of attorney legally acceptable to the BOD. This must be submitted to the BOD every six months.

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.

A unit owner will be permitted to speak only in reference to the agenda item specified in the written notice except as authorized by the Board or Committee. **The unit owners' statement shall not exceed three (3) minutes.** The chairman 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.

Any unit owner may tape record a meeting as long as it does not interfere or obstruct the meeting.

Rule No's 33-34

ENFORCEMENT OF MEETING RULES

33. Any person not authorized to attend a meeting may be ejected.

Any unit owner or authorized representative who fails to comply with these rules shall be subject to ejection at the discretion of the chairman. The chairman shall give the non-compliant person one warning regarding ejection and there after may call for immediate ejection.

The chairman of the meeting may appoint a sergeant of arms who at the direction of the chairman will either remove the unauthorized person or contact the police to remove such person.

The BOD may levy a fine against any person who fails to comply with these rules.

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

ENFORCEMENT OF RULES AND REGULATIONS

34. Every owner and occupant shall comply with these rules and regulations as well as the provisions of the declaration, by-laws, and articles of incorporation of the association.

When a rule has been breached, the offender will receive a letter from the management company advising of the problem and the correction.

If the problem continues, the BOD may impose a fine of \$100.00 for each violation or \$100.00 per day for a continuing violation up to \$1,000.00.

The BOD will notify the unit owner of the fine and a Notice of the Right to a Hearing on the fine before the Violations Committee. The Violations Committee will make the final decision as to the fine.

If the above fine is not paid within 30 days it will be considered delinquent.

These fines are not to be exclusive and shall exist in addition to all other rights and remedies to which the association is legally entitled including litigation.

The BOD 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.

BEACHCOMBER CONDOMINIUM ASSOCIATION, INC.

ACKNOWLEDGEMENT

I hereby acknowledge that I will abide by the Rules and Regulations set forth by the BEACHCOMBER CONDOMINIUM Association, Inc. I also understand that I am personally responsible for my actions. "Actions for damages or injunctive relief for failure to comply with these provisions may be brought against any tenant leasing a unit, rather than the owner."

I agree to abide by the rules and regulations of the Beachcomber Condominium Association, Inc., and am subject to the Declaration of Beachcomber Condominium Association, Inc. Failure to comply with terms and conditions thereof shall be a material default and breach of the least agreement.

The amount of a fine, which may be levied by the Association for failure to comply with any provision of the Declaration, By-Laws, or Rules of the Association, per Florida Statute 617.

OWNER

BOARD MEMBER

LESSEE/PURCHASER

LESSEE/PURCHASER

ORIENTATION INSTRUCTION:

MAKE CHECK PAYABLE:
BEACHCOMBER CONDOMINIUM ASSOCIATION, INC.

1. Fill out orientation information complete and include \$250 orientation fee and submit to Bristol Management Services, 1930 Commerce Lane Suite 1, Jupiter Florida 33458.
2. Above signed acceptance of the Rules and Regulations must be submitted along with the application, as well as, a copy of the lease agreement or the purchase agreement

EVERY EFFORT WILL BE MADE TO EXPEDITE THE ORIENTATION PROCESS