

This instrument was prepared by  
and should be returned to:  
Louis Caplan, Esq.  
Sachs Sax Caplan  
6111 Broken Sound Parkway, Ste. 200  
Boca Raton, Florida 33487

**CERTIFICATE OF RECORDING  
OF THE RULES AND REGULATIONS OF  
JUPITER COVE CONDOMINIUM ASSOCIATION, INC.**

I HEREBY CERTIFY that the attached Rules and Regulations as Exhibit "A" to this Certificate were duly adopted as the Rules and Regulations of Jupiter Cove Condominium Association, Inc. The original Declaration for Jupiter Cove, a Condominium, is recorded in Official Records Book 3204, at Page 0665, in the Public Records of Palm Beach County, Florida.

DATED this 27 day of Dec, 2019.

WITNESSES

JUPITER COVE CONDOMINIUM  
ASSOCIATION, INC.

Victoria Wisner  
Signature  
Victoria Wisner  
Print Name

By: James A. Capodanno  
James Capodanno, President

Susan Celzo  
Signature  
Susan Celzo  
Print Name

By: Mary Jane McElwaney  
Mary Jane McElwaney, Secretary

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 27 day of Dec, 2019, by James Capodanno and Mary Jane McElwaney, as President and Secretary, respectively, of Jupiter Cove Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who are [ ] personally known to me or [ ] produced \_\_\_\_\_ as identification.

Steven Manley  
Notary Public, State of Florida



ATTACHED

EXHIBIT "A"



## Jupiter Cove Condominium Association, Inc.

1450 Jupiter Cove Drive, Jupiter, FL 33469  
Tel: 561-744-8516 ❖ Fax: 561-746-1636  
www.jupitercove.net

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### JUPITER COVE RULES AND REGULATIONS

9. Rules and Regulations. The following are rules and regulations governing use of the common areas and conduct of Association members.

#### COMMON AREA GENERAL RULES 9.1-9.7

9.1 The Board of Administration has the authority under these rules and regulations to appoint an agent or authorized representative of the Board of Administration to enforce rules and regulations promulgated by the Board of Administration in accordance with the By-Laws of JUPITER COVE CONDOMINIUM ASSOCIATION, INC.

9.2 All the facilities of JUPITER COVE are for the use and enjoyment of residents and their guests only. Visitors will be permitted to use these facilities only with the approval of an owner who will remain responsible for the actions of his guests. All owners must advise their guests of the rules and regulations issued and promulgated by the Board of Administration of JUPITER COVE CONDOMINIUM ASSOCIATION, INC.

a. The use of smoking or vaping devices in the entire clubhouse, pool area and all building lobbies is prohibited.

9.3 Each condominium unit shall be occupied as a single-family dwelling by the owner or by an Association-approved lessee, and members of their respective families.

9.4 The lobbies are for the exclusive use of the residents and their guests.

9.5 No resident shall make or permit any disturbing noises, nor do or permit anything by other persons that will interfere with the rights, comforts or convenience of other residents. No residents shall play any musical instrument, or operate a music playing device, television set or radio in any unit or upon any common element between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if such operation shall disturb or annoy any other occupants of JUPITER COVE CONDOMINIUM.

9.6 No radio, television, or internet aerial, antenna, or satellite dish may be attached to or installed or placed upon the Association's building exterior or Common Elements, except in compliance with the Federal "Over the Air Reception Device Rules" (47 C.F.R. 1.4000). Installations of such complying aerials, antennas, or satellite dishes may be made on Limited Common Element patios, lanais and balconies, but only to the extent that such aerials, antennas, and/or satellite dishes are wholly enclosed within such Limited Common Element.

9.7 Carports or leased storage units shall not be used for storage of refrigerators or any personal electric equipment requiring 24 hour connection to common power source.

#### PET RULES 9.8

9.8 Pets over thirty (30) pounds at maturity shall not be allowed. Lessees shall not have pets. Pet Registration Form and annual update on resident animal vaccinations RQ.

No pets are permitted in the recreational areas of JUPITER COVE. Any pet creating a nuisance or unreasonable disturbance in any building, unit or common element of JUPITER COVE CONDOMINIUM shall be permanently removed from the property upon three (3) days' written notice from the Association.

All pets shall be on a leash at all times while on the common elements of JUPITER COVE CONDOMINIUM. Dogs shall be walked on the grass across from the buildings on the north side of the property for elimination purposes. Dispose of all collected waste in containers provided. Feeding of wild animals is prohibited.

**VEHICLE REGULATIONS 9.9**

9.9 Pickup trucks, motorcycles, vans without passenger registration, rear seats and side windows, campers, boats, trailers, commercial vehicles and other such vehicles shall not be allowed to park overnight on any common or limited common element of JUPITER COVE CONDOMINIUM.

**RESIDENT GENERAL RULES 9.10-9.24**

9.10 All trash, except newspapers, shall be in plastic bags and tied securely before being placed in trash receptacles. Raw garbage shall be disposed of through disposal units in each condominium unit. Use WMD containers for all recyclable newspaper, plastic and glass.

9.11 Unit owners shall not authorize maintenance by maintenance employees. All authorized maintenance work must be done upon authorization and instruction of the Association.

9.12 No clothing, towels, surfboards, beach equipment, barbeques, or like equipment, are to be hung or stored outside units patio areas. All such items must be kept inside a unit or in lockers or garages provided.

9.13 Nothing will be attached to railings, temporarily or permanently, except the United States flag or Christmas decorations, firmly attached. Nothing shall be hung from windowsills or shaken from windows or balconies. No sweeping of balconies onto the area below is permitted. No plants, receptacles or any movable object shall be placed or maintained on balcony rails and walkways. No fires of any kind or cookouts are permitted on balconies.

9.14 All doors and windows shall be locked when unit owners are away from their units.

9.15 It is the responsibility of all owners, their lessees and guests to report, in writing, any and all infractions of these rules and regulations to the Association.

9.16 Unit owners shall not give keys to their units to any non-residents without the knowledge of the Association or its authorized agent or the President of the Board of Administration.

9.17 Bicycles will be stored in ground floor carport, utility rooms. Bicycles will not be stored in areas visible from any common element or any unit.

9.18 Volatile liquids, paint thinners, paint removers, paint brush cleaners, paints and lacquers must not be placed in any storage area, in the common elements or within a unit.

9.19 All unit owners will be held responsible for the behavior and decorum of their guests and lessees.

9.20 No house guest is permitted to stay longer than thirty (30) days except in cases approved by the Board of Administration. House guests staying in a unit while the unit owner is absent will not have overnight guests of their own. All unit owners must supply guests with a copy of these rules and regulations and apprise guests of the importance of knowing the rules and complying with them at all times.

9.21 Each unit owner who plans to be absent from his unit for an extended time must prepare his residence prior to his departure and remove everything, including carpet not cemented to the floor unless area has wind abatement protection. Each unit owner planning such absence must

designate some responsible firm or individual to care for his residence and take the necessary precautions to prevent hurricane damage and to remedy same if it does occur. The name of such firm or individual should be furnished in writing to the Association or the Association's authorized representative.

9.22 Storm shutters of medium bronze color will be allowed on porches and windows, if the make, color and installation of such shutters is approved in advance, in writing, by the Association.

9.23 In case of an emergency originating in or threatening any unit, regardless of whether or not the unit owner is present, the Association or its authorized representative shall have the right to enter such unit to remedy such emergency. The right-of-entry shall be immediate. To facilitate such entry, such unit owner must deposit a key or keys to his unit with the Association or the Association's authorized representative.

9.24 No unit owner may change the outside appearance of his unit, his front door hardware, or of any limited common elements unless done in accordance with these rules and regulation and the Declaration of Condominium for JUPITER COVE CONDOMINIUM.

**CLUBHOUSE RULES 9.25-9.33**

9.25 The following persons residing in JUPITER COVE CONDOMINIUM shall be permitted to have use of the recreational facility; however, all such use shall be at the user's "own risk":

- a. Resident Unit Owners or the lessees of investor Unit Owners ("Unit Occupants"); The resident children of Unit Occupants who are capable of utilizing the recreational facility in the manner such facility is intended to be used, and in a manner that no harm will be caused to the resident child(ren), the recreational facility, or others. The Guests of Unit Occupants or the resident children of such Unit Occupants, who are capable of utilizing the recreational facility in the manner such facility is intended to be used, and in a manner that no harm will be caused to the resident child(ren), the recreational facility, or others.

9.26 The entire clubhouse is reserved for the general use of all unit owners, their lessees and their families, on all holidays and holiday eves.

9.27 Unit owners may use the recreational facility for personal social functions on a first-come, first-served reservation basis with the exception of the dates referred to in these rules and regulations. Any and all rooms may be reserved upon special permission after request is made to the Association or the Association's authorized representative and upon posting of a five hundred-dollar (\$500.00) security deposit in advance at affixing of an owner's signature to the private clubhouse use agreement prepared by the Association or the Associations' authorized representative. The security deposit will be returned in full if the clubhouse facility and other areas used are cleaned to the satisfaction of the Association or the Association's authorized representative prior to 10:00 A.M. the following morning after such private use. Private parties or gatherings shall require payment of fees in accordance with the following schedule. All fees are deposited to the general income account of the Association to help defray general operating expenses. Maximum occupancy in the Clubhouse is sixty (60) persons.

Two (2) to thirty (30) guests:	\$100 fee
Thirty-one (31) to sixty (60) guests:	\$200 fee

Residents reserving the use of the clubhouse shall be responsible for any and all damages to the facility during their use. Fees can be changed by majority vote of the Board of Administration.

9.28 Resident owners may not use the clubhouse for events or outside groups such as social or service clubs, forums, religious bodies, youth or senior citizen organizations, business presentations, special causes or entertainment, without the prior written permission from the Board of Administration.

9.29 No animals of any sort are permitted within clubhouse or pool enclosures.

9.30 No wet bathing suits are permitted in the clubhouse at any time.

9.31 Intoxicated persons will not be permitted in the clubhouse or on the pavilion areas.

9.32 Shoes are required to be worn in all areas of the clubhouse.

9.33 All persons using the clubhouse do so at their risk. Owners and the Association or any management entity are not responsible for accidents or injuries.

#### **POOL RULES 9.34-9.43**

9.34 All persons must shower and remove perspiration, body oils, suntan lotions, sand and tar before entering the water of the pool.

9.35 Persons having a skin disease, sore or inflamed eyes, colds, nasal or ear discharges, or any communicable disease will be excluded from the pool.

9.36 Persons having open blisters, cuts or skin abrasions are hereby warned that these are likely to become infected and are advised not to use the pool and by these Regulations are prohibited from using the pool.

9.37 There will be no glass containers of any kind in the pool area.

9.38 Use of scuba equipment and swim fins, rafts, or Styrofoam articles will not be allowed in the pool area, unless utilized as a flotation or safety device for non-swimmers. Flotation devices of any sort being utilized for non-swimmers assistance is solely done at the risk of the user.

9.39 Excessive splashing, cannonballing or running will not be permitted and shall be cause for eviction from the pool area.

9.40 If the Association Board of Administration considers legal action necessary to enforce these Rules and Regulation, the Association reserves the right to bring suit and recover all costs, and attorney's fees, including but not limited to, pre-suit, trial, and appellate attorney's fees as the prevailing party.

9.41 All persons using the clubhouse, pool and other common elements do so at their own risk. Unit owners and the Association are not responsible for accidents or injuries.

9.42 Unit owners and their lessees are responsible for all damages to the clubhouse and recreational facilities during their use.

9.43 The Rules and Regulations set forth in this section of the By-Laws of JUPITER COVE CONDOMINIUM ASSOCIATION, INC. may be amended from time to time by a majority of the Board of Administration of the Association.

#### **MARINA RULES AND REGULATIONS**

These Rules and Regulations (the "Rules and Regulations") are authorized by the Declaration of Condominium of Jupiter Cove, A Condominium (the "Declaration") and the Association's Bylaws and have been adopted by the Board of Directors of Jupiter Cove Condominium Association, Inc., a Florida not-for-profit corporation (the "Association"). The Rules and Regulations are designed to maintain an enjoyable and safe yachting experience for all persons using the Marina facilities of the

Jupiter Marina (the "Marina"), including the dock spaces or slips appurtenant to the units (hereinafter referred to as "dock spaces" or "slips"). Notwithstanding the right of the Association to enforce these Rules and Regulations, the Association and/or committee members shall not be liable to any owner or other person or entity for any damage to persons or property caused by a slip owner's failure to comply with these Rules and Regulations.

THE ASSOCIATION'S BOARD OF DIRECTORS (THE "BOARD") RESERVES THE RIGHT TO AMEND OR MODIFY THESE MARINA RULES AND REGULATIONS WHEN NECESSARY OR DESIRABLE AND WILL NOTIFY THE UNITY OWNERS OF ANY CHANGE. NOTICE MAY BE POSTED ON THE LOBBY BULLETIN BOARDS OR FORWARDED BY U.S. MAIL.

1. The President of the Board will appoint a committee to oversee the Marina. This committee will be called the "Marina Committee." The Marina Committee will act as advisors to the Board. The Board will maintain the right to accept or reject any decisions made by the Marina Committee. The Marina Committee will be responsible for ongoing inspection of both the Marina property and of the vessels stored in the dock spaces. IF the Marina Committee deems that a dock space owner must correct a deficiency, they will notify the dock space owner of their finding. If the dock space owner does not correct the deficiency or feels the finding is incorrect, he may appeal to the Board and it will adjudicate the situation.
2. Except as permitted by the Board, all vessels stored in the Marina must be recreational in appearance. No commercial advertisements shall be posted or circulated at the Marina, nor shall any commercial business of any kind be solicited or transacted at the Marina.
3. Ownership of a dock space on the Association's property is exclusively for members of Jupiter Cove Condominium Association, Inc. Dock space usage is for the owners of the dock spaces or their approved renters. Usage of dock spaces may be granted for an approved renter only by written approval of the Board or the Marina Committee. Prior to any approval, the Marina Committee or the Board may request certain information be provided for review. The Board may withdraw such approval for cause. If approval is withdrawn, the vessel in that dock space must be removed within 72 hours from the date the notification of the approval has been rescinded.
4. Any vessel moored in a dock space appurtenant to a unit owned by an entity must be owned by such entity or, with respect to a unit owned by a corporation, by an officer of the corporation, or with respect to a unit owned by a partnership, a partner of the partnership, or, with respect to a unit owned by a limited liability company, a manager or managing member of the limited liability company, or with respect to a unit owned by a trust, the grantor(s) or trustee(s) of the trust, or a beneficiary of the trust who is approved to occupy the unit by the Board.

With respect to the units owned or leased by a natural person, vessels moored in a dock space appurtenant to such a unit shall be used or operated by immediate family members of the owner or approved lessee of the unit.

A vessel moored in a dock space appurtenant to a unit owned by a corporation, partnership, limited liability company, trust, or other entity, other than a natural person or persons, may not be used or operated by any person other than the person affiliated with the entity in the manner provided above. In the event an approved renter wishes to use a corporately owned dock space, the renter must own the vessel and submit the required documentation to the Board or Marina Committee for approval.

5. Pets brought into the Marina shall be leashed (when not on a vessel) and attended to at all times. Pet owners are responsible for cleaning up after their pets. The Board or Marina Committee shall have the right to order the removal of any pet that is considered a nuisance in the Board or Marina Committee's sole and absolute discretion. In such event, the Board or Marina Committee shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Marina.
6. Subject to the requirements of the Declaration, in the event a unit owner, or a prior owner, makes or has made alterations or improvements to his/her slip, the current unit owner shall be responsible for all maintenance, repair, and replacement associated with such alterations or improvements. In all cases, the owner of the slip is fully liable for any damage caused by or grievance associated with a vessel moored in his/her slip or the area adjacent to his/her slip.
7. The Board and/or Marina Committee may request information as to the identity of persons who use vessels within the Marina. The Board and/or Marina Committee shall be responsible for determining the validity of such identities.
8. Dock space owners shall be responsible for the conduct and actions of the captain, crew, and/or agents employed by the dock space owner for the operation and maintenance of the vessel stored in his dock space. All persons performing work in the Marina must have appropriate licenses, be covered by liability insurance in an amount of no less than \$500,000.00 per occurrence and perform all work in accordance with all applicable building or other codes.
9. In the event of theft, vandalism or property loss to a vessel in the Marina, or if the Association, its directors, committee members, employees, and/or agents board, move or secure a boat for any reason the Association or Marina Committee deems necessary, the boat owner agrees to hold the Association, its directors, committee members, employees and/or agents harmless from liability, damages, injury, losses and costs, including, but not limited to, reasonable attorney's fees, at both the trial and appellate level, caused in whole or in part by any act, omission or default, or negligence, including gross negligence, of the Association, its directors, committee members, employees and/or agents arising from or related to the moving, boarding or securing of the owner's vessel.
10. The rights and remedies of the Association available under the Declaration and By-Laws shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by or at law or in equity.
11. In the event a dock space owner has not affected a satisfactory response to a directive by the Association within the allotted time, the Association may take certain steps to achieve their demands. The Association has the authority to impose a fine in accordance with the Declaration or By-Laws, as amended.
12. If the Association considers legal action necessary to enforce these Marina Rules and Regulations, the Association reserves the right to bring suit and recover all costs, and attorneys' fees, including, but not limited to, pre-suit, trial and appellate attorneys' fees as the prevailing party.



13. Dock owners and lessees are responsible for the ship shape appearance of their vessels, boat space and the Marina in general. Hanging of clothes and towels for drying and miscellaneous gear in view will not be permitted. Sails may be dried but must be stored immediately after drying. An orderly arrangement of electric lines, water hoses, etc., must be maintained. Any electric, telephone or other cable extending from a vessel to the Marina must be Underwriters Laboratories ("UL") approved for a marine environment and marine use. There cannot be anything that could impede or trip people while walking on the sidewalk. There cannot be anything on the finger piers without the written approval of the Board or Marina Committee.
14. Fishing, swimming and/or diving from the finger piers is not allowed. Diving is permitted solely for the purpose of maintenance or repair of vessels or the Marina property.

**LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

15. Each dock space owner and each guest, as a condition of utilization of the premises of the Marina, assumes the sole responsibility for his or her property, including vessels and the contents therein. The Association shall not be responsible for any loss or damage to vessels or any other private property used or stored on the premises of the Marina, whether in dock boxes or elsewhere.
16. To the extent not prohibited by law, any resident, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Association, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Association, shall hold the Association and its members, employees, officers, directors, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him, her or it, resulting therefrom and/or from any negligent or grossly negligent act or omission of the Association and its members, employees, officers, directors, representatives or agents.
17. All vessels moored at the Marina must be covered by adequate Hull and machinery and liability insurance with coverage amounts not less than \$500,000.00 per occurrence. The Association shall be named as an interested party on all such insurance policies and must be provided with written proof (certificate (s) of insurance) of current insurance coverages complying with the requirements of these Rules and Regulations on an annual basis and the Association must be notified, in writing, of any cancellation, reduction in coverage and/or other changes or modifications to the insurance policies at least thirty (30) days before the same become effective.
18. In the event of an emergency during the Slip Owner's absence, the Association shall be authorized, but is not required, to make any reasonable and necessary repairs to a vessel, the costs of which shall be charged to the Slip Owner. All expenses incurred by the Association in connection with such repairs shall be a lien against the owner's unit collectible in the same manner as assessments pursuant to the Declaration.
19. In the case of fire, emergency or disaster, as determined by the Association, it is expected that the dock space owner will make arrangements for safe storage of the vessel elsewhere. If the vessel is unattended and with the Slip Owner's permission, the Association shall be authorized to move the vessel to a safer area to protect the vessel, property or general welfare. However, under no circumstances is the Association under any obligation to provide this service. All expenses incurred by the Association in connection with such actions shall be a lien against the owner's unit collectible in the same manner as assessments pursuant to the Declaration.

20. Should a boat sink in the Marina: it shall be the responsibility of the boat owner to remove the vessel within a reasonable time as determined by the Association. If the boat owner is a lessee, the dock space owner and the lessee shall jointly assume the responsibility for the removal of the boat. If the boat is not removed as required by the Association, the Association may remove the boat at the expense of the dock space owner and/or lessee and shall be a lien against the owner's unit collectible in the same manner as assessments pursuant to the Declaration.
21. Children who are capable of utilizing the Marina in the manner the Marina is intended to be used, and in a manner that no harm will be caused to the child(ren), the Marina, or other persons, shall be permitted to utilize the Marina.

#### **VESSEL REGULATIONS**

22. Except as specifically otherwise provided in Rule 4 of these Marina Rules and Regulations, all vessels docked at the Marina must be registered or documented in the name of the slip owner or the renter approved to use the dock space. A copy of the current vessel registration or document must be submitted to the Association prior to occupancy of the dock space and from time to time thereafter upon renewal of the registration. This information may be submitted separately or as part of the Vessel Data Sheet required under Section 25 of these Marina Rules and Regulations.
23. The Board of Directors reserves the right to approve all vessels that are stored within the Marina property. The minimum standards for such approval shall be the compliance of the vessel with the requirements of the Declaration and these Rules and Regulations, as amended from time to time. Prior to occupancy of the dock space, the dock space owner may be requested to make the vessel available for inspection by the Board or Marina Committee. The requested inspection would be on the date and the time mutually agreed to by both parties. The granting of approval for a vessel shall not, however, be deemed to create any liability of the Association or its directors, officers, representatives, employees, agents or members as to the unsafe or un-seaworthy condition of any vessel or any damage to person or property arising therefrom. The Association shall have the right (but shall not be required) to remove any vessel from the Marina that fails to comply with these Rules and Regulations. Each dock space owner agrees to indemnify and hold harmless the Association, its directors, officers, representatives, agents, and employees for and from any and all loss or damage incurred in connection with the exercise or nonexercise of the Association's rights hereunder.
24. The Association reserves the right to inspect lift mechanisms and their supporting structure. If the Association deems that a vessel's lift mechanism or supporting structure is unsafe, the slip owner will be requested to take immediate steps to correct the situation.
25. As a prerequisite to store a vessel in the Marina, boat owners must complete a "Vessel Data Sheet". This sheet will include but not be limited to:
  - a. Dock space number
  - b. Dock space owner's Name and address (North and South)
  - c. Insurance Carrier
  - d. Type and amount of insurance
  - e. Boat owner's name (if different than slip owner)
  - f. Boat name
  - g. Registration or document number
  - h. Overall length

- i. Draft
  - j. Captain or operator's name, address and telephone number
  - k. Emergency contact name, address and telephone number
26. Vessels including all platforms and protrusions may not extend beyond the boundary length of the dock space's occupancy limit. The occupancy limit is the distance within the dock space (dock space A-1 thru A-28) that extends from the northern edge of the common element sidewalk towards the waters of the Marina basin. The limit for dock space B-2 thru B-20 is the distance within the slips that extends from the adjacent sea wall towards the waters of the Marina basin. Dock space B-1 is parallel to the northern wall of the Marina and is limited to a boat of 46 feet of overall length. Any variance from the occupancy limits indicated must be submitted in writing to the Board for approval. An approval of a special occupancy limit shall not be deemed as the consent or approval of any other variance, whether or not requested. All approved variances from the dock space occupancy limit are temporary and are not transferable. The Board, solely at the Board's discretion, may revoke variances at any time.
27. OCCUPANCY LIMITS
- a. Slip A-1 48'
  - b. Slip A-2 thru A-28 42'
  - c. Slip B-1 46' (Overall Boat length)
  - d. Slip B-2 thru B-4 45'
  - e. Slip B-5 thru B-17 42'
  - f. Slip B-18 46'
  - g. Slip B-19 thru B-20 48'
  - h. Slip B-21 thru B-23 46'
  - i. Slip B-24 thru B-39 42'
  - j. Slip B-30 46'
28. Each Vessel must have such sanitary equipment on board as is required by all applicable federal, state, and local authorities. No vessel shall be deemed to be in compliance with this paragraph if such equipment is not fully operational or if such equipment such as a holding tank or approved marine sanitary system is bypassed or altered contrary to such requirements. In no event shall the discharge of any sewage or any other substance (other than bilge water) be made into the waters of the Marina.

**MARINE CENTER REGULATIONS AND USE RESTRICTIONS**

- 29. All owners and occupants of slips and operators of vessels, and their respective tenants, guests and immediate family members, shall at all times comply with the DEP Permits, as the same may be amended from time to time.
- 30. All operators of vessels shall observe all posted signs, speed limits and other rules when in the waters of the Marina and the adjoining waters. Vessels operating within the Marina must proceed at a very slow speed. The Marina is a "no wake zone" which must be observed at all times.
- 31. Overnight stays are not permitted aboard any vessel moored within the Marina.

32. Each dock space owner is solely responsible for the proper mooring of their vessel and is required to maintain mooring lines in good condition and sufficient to secure their vessel at all times. The Board or Marina Committee may declare that the vessel's mooring lines are insufficient, unsafe or are potentially hazardous and the boat owner, after notification, will be obliged to correct any deficiency declared by the Board or Marina Committee. If in the event corrections are not affected within the time specified, the Board or Marina Committee may make the necessary corrections and all expenses incurred by the Association in connection with such corrections shall be a lien against the owner's unit collectible in the same manner as assessments pursuant to the Declaration.
33. Dock space owners will not use, or permit the use of the dock spaces or any part thereof for any unlawful purpose or purposes prohibited by the Association and shall not do or permit any act or thing which would constitute a public or private nuisance, waste, annoyance or otherwise cause damage to the Association or its members and surrounding property, or which would invalidate any policies of insurance, or increase the premiums thereof, now or hereafter written on the Marina. Dock space owners shall observe, at all times, all laws, zoning ordinances and regulations of all governmental or quasi-governmental entities claiming jurisdiction over the Marina.
34. Dock space owners, lessees, their families and guests shall not make or permit at any time, any noises disturbing to owners or residents. Exhausts are to be properly muffled and there shall be no loud revving of engines. Radio and TV volume are to be kept at a low level and there are to be no loud parties. Generators may only be used in emergencies or when electricity is unavailable.
35. Open fires are not permitted in any portion of the Marina.
36. Fish or other marine life of any kind shall not be cleaned, prepared or processed in any manner at the boat slips. When fish or other marine life is cleaned at the Marina, the approved fish cleaning stations must be used and the Marina property shall be left in a clean and sanitary condition.
37. The Association may permit police, U.S. Coast Guard and similar marine enforcement authorities to dock and moor boats and vessels on any portion(s) of the Marina, including unoccupied dock spaces on a temporary basis.
38. Sailboat owners are required to tie off halyards. If this is not done and the slapping of halyards occurs, the Board or Marina Committee shall be authorized to board the vessel and tie off the halyards.
39. All vessel maintenance shall be performed to minimize any disturbance to other dock space owners and their vessels. A quiet time, a no loud or offensive noise period, will be observed between the hours of 8:00 P.M. and 8:00 A.M. weekly.
40. Vessels operating during the nighttime shall be properly equipped with operational navigational lights.
41. The Association will supply a dock box for every dock space. No dock boxes other than the dock boxes supplied by the Association are allowed. The supplied dock box will remain the property of the Association and each slip owner will have the exclusive right of usage. Personalizing, modifying or altering the box, in any way, is not allowed.
42. Nothing other than marine docking lines or devices may be attached to any dock. Nothing may be placed on the finger piers without written approval of the Association. Any electric, telephone, or other cable extending from a vessel to the Marina must be Underwriters Laboratories (UL) approved for a marine environment and marine use.

43. No sign or advertisement of any kind shall be displayed to the public view at the Marina without the prior written consent of the Association, except for lettering, registration numbers, flags and other displays customarily found on recreational vessels. No approval by the Association shall establish a precedent for subsequent similar requests.
44. There shall be no smoking on the finger piers. In addition, no flammable, combustible, or explosive fluids, chemicals or substances (other than fuel and oil in a vessels engine system) shall be kept in any dock box or vessel. Non-flammable solvents and cleaning substances may be kept in the dock boxes.
45. Dock owners, lessees, their families and guests, may not park their cars in any resident's assigned parking space other than their own. The Association, Jupiter Police Department and the Jupiter Fire Department strictly prohibit parking in the fire lanes. Without any notice, vehicles may be towed at the owner's expense. Deliveries may be made to the Marina areas via the fire lanes only upon prior approval from the Board or Marina Committee and for only the time needed to deliver or load material.
46. Garbage, refuse, trash or rubbish shall be deposited in trash receptacles.
47. No portion of the Marina, and no vessel, shall be used for displaying or hanging laundry.
48. The use of spotlights, floodlights and/or other lights used in such a manner to affect the safety or comfort of others is prohibited.
49. No fuel trucks are permitted to enter the Marina at any time to fuel boats.
50. Each dock space owner or lessee shall use electricity only from the electric power pedestal assigned to such dock space.
51. The sidewalks, walkways and like portions of the common Marina facilities are not exclusive to slip owners and shall not be obstructed. Caution must be exercised so that dock lines and power cords do not impede or present a tripping situation for people using the sidewalks.