



1200 U. S. Highway One, Suite E

North Palm Beach, FL 33408

**SHIRTS AND SHOES ARE
REQUIRED IN THE LOBBY AND
SOCIAL ROOMS OF THE
BUILDING.**

November 2000

RULES AND REGULATIONS

FOR

THE WATERFRONT ON THE OCEAN AT JUNO BEACH

1. **DEFINITIONS.** All terms not otherwise defined in these rules have the meanings set forth in the Declaration of Condominium (the "Declaration").

2. **COMPLIANCE.** Unit Owners, lessees and invitees will comply with all of these Rules and Regulations.

3. **RESPONSIBILITY.** Owners and lessees will be held responsible for the actions of themselves, their children, other family members, their pets and guests, licensees and invitees, including the causing of any damage to Condominium Property.

4. **SUPERVISION OF ASSOCIATION EMPLOYEES.** No Owner or lessee shall supervise, direct or attempt to assert any control over any of the employees of the Association or of any management company employed by the Association, and no Owner or lessee shall request that any such employee undertake any private business for an Owner during business hours.

5. **ENTRANCE INTO UNITS BY ASSOCIATION.** The Association and any agent, representative or workman authorized by the Association, has the right of access to each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements or Limited Common Elements which the Association is obligated to repair and maintain, or for making emergency repairs which are necessary to prevent damage to the Common Elements, the Limited Common Elements, the Condominium Building or to another Unit or Units. Notice of entry shall be given to the Unit Owner.

6. **KEYS.** The Association shall maintain a key to each Unit in the Condominium. No Owner shall change or alter existing locks or install additional locks without giving the Association notice, and unless duplicate keys are provided to the Association. There shall be a One Hundred Dollar (\$100.00) charge payable to the Association for additional common element keys.

7. **ASSESSMENTS.** Payment of Assessments shall be made at the office of the Association. Payments made by check shall be made payable to the order of The Waterfront At Juno Beach Condominium Association, Inc. All installments of annual assessments are due and payable on the first day of each billing

quarter, and Owners are subject to a fine and/or interest upon the failure to make such payment when due and payable.

8. **GUESTS.** Unit Owners and lessees of Units shall notify the Board in writing at least five (5) days prior to the arrival and departure of guests who have permission to occupy a Unit in the absence of the Unit Owner and/or the lessee of a Unit.

9. **USE OF THE COMMON PROPERTY.** The Common Elements are for the exclusive use of the Condominium's Unit Owners and lessees of Units and their immediate families, resident house guests and guests accompanied by a Unit Owner or lessee, in accordance with the terms and conditions of the Declaration. No other person is permitted to use the Common Elements of the Condominium unless accompanied by a Unit Owner or a Member of his immediate family or lessee of a Unit. All persons are required to wear a cover-up and footwear while in the interior public spaces.

10. **PARKING.** No vehicle shall be parked at any time on the Condominium Property except in designated parking spaces. Unauthorized parking will be grounds for removal of the vehicle at the expense of the Owner.

All vehicle operators shall obey parking regulations posted in the parking areas and drives. All vehicles shall be parked within the painted lines and pulled up as close as possible to the front wall or bumper. Vehicles may not be parked rear first. As a security measure, all automobile doors should be locked. The Association is not responsible for any injury to or loss from cars parked on the Condominium Property.

Except in the event of emergency, no vehicle maintenance or repairs shall be performed on the Condominium Property. No vehicles shall be washed, polished and/or waxed on the Condominium Property, except in designated areas.

11. **COMMERCIAL AND RECREATIONAL VEHICLES.** No commercial vehicle or vehicle carrying commercial license plates, recreational vehicle, trailer or boat, camper, truck or van of any kind shall park or be parked at any time on the Condominium Property unless such a vehicle is a commercial vehicle in process of being loaded or unloaded, or unless such a vehicle is parked in areas which may be designated hereafter by the Board as the areas for the parking of commercial vehicles. "Commercial Vehicles" shall mean those not designed or used for customary personal/family purposes. The absence of commercial type lettering or graphics on a vehicle shall not be dispositive as to whether same is a Commercial Vehicle. The foregoing shall not prohibit vans with windows which contain seating for at least four (4) persons without containing commercial type lettering. All vehicles kept on the Condominium Property shall be operational and in good repair and condition. In the event of dispute as to whether a vehicle is prohibited, the determination

of the Board shall be binding and conclusive. Please refer to the Declaration for additional rules and restrictions.

12. DISABLED VEHICLES. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twenty-four (24) hours.

13. EXTERIOR. The exterior of the Condominium Building, including the balconies and terraces and all areas appurtenant to the Condominium, including the Common Elements and Limited Common Elements shall not be painted, decorated or modified by any Unit Owner in any manner without the proper consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the Condominium, except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

14. ANTENNAS AND AERIALS. Except as may be required by governmental regulations, no antenna or aerial shall be placed upon or affixed to any exterior of a Unit and no antenna or aerial placed or affixed within a Unit shall extend or protrude beyond the exteriors of the Unit or the planes of such exteriors. No radio or television installation or other electronic equipment may be permitted in any Unit which interferes with the television or radio reception of another Unit.

15. HURRICANE SHUTTERS. Only Board approved hurricane shutters may be attached to the exterior of a Unit.

16. BALCONIES, WINDOWS, DOORS AND ROOF DECKS. Nothing shall be dropped, thrown, swept or otherwise expelled from any window, door, balcony, or roof deck. No clotheslines or drying clothes shall be placed on any ledge, balcony, or roof deck.

All loose or movable objects must be removed from balconies, or roof decks upon notice of an approaching hurricane or inclement weather characterized by conditions of high wind. For additional restrictions, refer to the Declaration. Each Unit Owner or lessee who is absent during hurricane season must prepare the Unit by removing all movable objects from the outside patio or terraces.

17. FLOOR COVERINGS. No floor covering shall be installed in the Units without the written permission of the Board. No floor covering will be approved by the Board unless the Unit Owner is able to demonstrate that the flooring will be adequately soundproofed by use of approved materials for diminution of sound.

18. **WINDOW AND GLASS DOORS.** No aluminum foil may be placed in any window or glass door of a Unit, and no reflective substance may be placed on any glass in a Unit, except a substance previously approved by the Board. Sun control window coatings may be installed, provided they conform to specifications approved by the Board. Window coverings, e.g. blinds, drapes, etc., must be approved by the Board before installation.

19. **NOISE.** All noise, including, without limitation, talking, singing, television, radio, record player, tape recorder or musical instrument, shall be kept at such volume level that such noise is not audible outside of the boundaries of the Unit in which it originated.

20. **CHILDREN.** Children shall not be disorderly or disruptive and shall not be a nuisance to other residents of the Condominium. Children under the age of twelve (12) shall be closely supervised at all times by an adult to insure that they do not become a nuisance to other residents of the Condominium.

21. **PETS.** Unit Owners will be permitted to keep small pets with advance approval in writing from the Board, provided that any such pet shall be of gentle nature and disposition. Only two (2) dogs or cats or combination may be kept, but their combined adult weight may not exceed twenty-five (25) pounds. Owners shall immediately remove from the premises their pet if it emits excessive noise, such as barking or howling, or becomes a nuisance. Any pet that the Board determines is creating a nuisance shall be permanently removed from the Condominium property.

All pets must be carried when in the interior common areas, including the elevators, and leashed outside. Pets are not permitted in the recreational areas. The dog walk area is designated as the northwest corner of the Premises. All pet wastes must be removed immediately and properly disposed of.

22. **OBSTRUCTIONS.** There shall be no obstruction or cluttering of the Condominium Property. No article of personal property shall be parked, placed or permitted to stand for any period of time on the Common Elements, except for such areas of the Common Elements intended for the use of such articles.

23. **SIGNS.** No sign, nameplate, signal, descriptive design, lettering, advertisement or illumination shall be inscribed or exposed on or at any window, door, balcony, or terrace without the express prior written consent of the Board. No "For Sale" or "For Lease" signs shall be exhibited or displayed on or within the Condominium Property.

24. **FIRE HAZARDS.** Except to the extent necessary for normal household use, no Unit Owner or lessee of a Unit shall use or permit to be brought into his Unit any oil, gasoline,

kerosene, naphtha, or benzene. Nothing shall be placed in any storage areas, Private Garage Units or Private Cabana Units which could create a fire hazard.

25. FIRE DOORS. Unit Owners, lessees of Units, and their respective family members and guests shall not use the fire doors for ingress and egress, except in emergency situations. These doors may not be blocked.

26. REFUSE. All refuse, waste, cans, newspapers, magazines and garbage shall be properly bagged and deposited with care in the appropriate garbage chutes and/or covered sanitary containers provided therefore, including recycling containers. Use of the trash chutes is prohibited between 11 p.m. and 7 a.m. All disposal shall be made in accordance with the Association's directions, which may be posted from time to time.

27. LEASING AND SALES. The Association may charge a reasonable fee to be fixed by the Board to defray the cost to the Association of processing lease and purchase agreements in regard to the right of first refusal described in the Declaration, but such fee shall not exceed the sum of One Hundred (\$100.00) Dollars. For additional information about this right of first refusal, please refer to the Declaration.

28. MOVE-IN PROCEDURES. The following is a list of procedures:

Monday - Friday, 8:00 a.m. - 4:00 p.m.
No Weekends or Holidays.
No Tailgate or Drop Shipments.
Use Garage Lobby for All Items.
Exception - Very Large Pieces - Make Arrangements with Building Staff.
Use Padded Freight Elevator.

29. TRADES ACCESS TO APARTMENTS. The following is a list of procedures:

Monday - Friday, 8:00 a.m. - 4:00 p.m.
Saturday - 10:00 a.m. - 4:00 p.m., Based on Staff Availability
No Sundays or Holidays.
Exceptions Made for Emergencies Only.
Access through Service Entrance or Garage.

30. OFFICIAL BULLETIN BOARD. The official bulletin board is designated as the bulletin board next to the mailboxes in the lobby.

31. **POOL AND CABANA.**

- a. Pool and jacuzzi rules as posted at the pool area will be observed.
- b. No pets are permitted in pool area.
- c. No food or drink is permitted in pool or within 4' of pool perimeter.
- d. All persons are required to wear robes and/or other covering and footwear while enroute to and from the pool area, sauna and exercise room.
- e. Employees of residents are not permitted to use the pool, sauna or exercise room.
- f. Parents are responsible for the behavior and safety of their children. Children under 12 years of age must be accompanied by adults while at the pool.
- g. Ball playing and other sports activities are not permitted on or around the pool deck or cabana area.
- h. In the interest of sanitation, the pool and jacuzzi (spa) may not be used at any time by children not potty trained, regardless of age. Also, it is not to be used by any person with contagious or infectious skin or health conditions.
- i. Swimming fins, rafts and similar items are prohibited from being used in the pool.
- j. No loud noise, including music, will be permitted in the pool area after 10:00 p.m.
- k. No glass bottles are permitted anywhere on pool deck.
- l. No diving allowed from any pool area.
- m. No child under the age of five (5) is permitted use of the jacuzzi.
- n. Children aged 5 through 12 may use the jacuzzi if accompanied by an adult.

32. **SMOKING.** Smoking is not permitted within the common areas of the building.

33. **SAUNA AND FITNESS CENTER.** These rooms are provided for use by Owners, members of occupant families, guests and tenants, and use is strictly at user's risk. Children under the age of fourteen (14) are not permitted to use the Fitness Center. Children under the age of fourteen (14) are not permitted to use the sauna unless supervised and accompanied by an adult. Rules covering the use of the sauna and exercise room are posted.

34. **BARBECUES AND OUTDOOR COOKING.** No cooking is permitted on balconies, terraces, or any other portion of the Condominium Property except those areas designated by the Association away from the building.

35. CLUB ROOM.

1. General Use. The Club Room is available for use by Unit Owners and their guests when accompanied by a Unit Owner. Such users shall leave the area in an orderly condition, free of any rubbish, trash or debris resulting from their presence.
2. Private Functions. Use of the Club Room for private functions must be based on arrangements made in advance with the Building Manager, including executing the form of rental agreement approved by the Board for such purpose and payment of the rental charge and deposit prescribed in such agreement.

36. CAR WASH. A hose bibb and hose is located at the northwest end of the building. Car washing is permitted in this location only.

37. COMPLAINTS. Any complaints regarding the actions of other Owners, their guests, licensees or invitees, lessees, or the management of the Condominium Property by the Association shall be made in writing to the Board.

38. ENFORCEMENT. Violations of these rules and regulations shall be reported immediately to a member of the Board, or the management agent. Disagreements concerning violations including, without limitation, disagreements regarding the proper interpretation and effect of these Rules and Regulations, shall be presented to and determined by the Board, whose interpretation of these rules and/or whose remedial action shall be dispositive. In the event that any person, firm or entity subject to these rules and regulations fails to abide by any covenant, restriction, rule or regulation in the Declaration, Articles, Bylaws and/or Rules and Regulations of the Condominium, he or she may be fined by the Association for each such failure to comply. Such fine shall be collected by the Association and shall become a part of the Common Surplus of the Condominium. Any Unit Owner against whom the fine is sought to be levied shall be afforded an opportunity for hearing in front of the Board after reasonable notice of not less than fourteen (14) days and said notice shall include:

- a. Statement of the date, time and place of hearing;
- b. A statement of the provisions of the Declaration, Articles, Bylaws, or these Rules and Regulations which have allegedly been violated; and,
- c. A short and plain statement of the matters asserted by the Association.

The non-compliance shall be presented to the Board after which the Board shall hear reasons why penalties should not be imposed. The Unit Owner or lessee of a Unit may be represented by counsel and may cross-examine witnesses. The Unit Owner or lessee against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. A written decision of the Board of Directors will be made within twenty-one (21) days after the Board meeting.

The Board of Directors may impose fines against the applicable Unit as follows:

A fine not in excess of One Hundred Dollars (\$100.00) for each violation with a maximum total fine of One Thousand (\$1,000.00) Dollars for each violation of these rules and regulations, Declaration, Articles of Incorporation and ByLaws.

Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the fines.

Non-exclusive Remedy: These fines are not exclusive and exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

39. RULE CHANGES. The Board may change or revoke Rules and Regulations from time to time. These rules supercede any other rules now in effect.

40. CONFLICTS. Should any conflicts arise between these Rules and Regulations and the Declaration, the Declaration controls.

15. USE RESTRICTIONS.

Use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists:

A. No Subdividing of Units.

No Unit may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred, except as a result of condemnation.

B. Pets.

Unit Owners shall be permitted to keep small pets, including fish, such as gold fish and tropical varieties. Animals may not be kept for commercial purposes. One (1) domestic dog or one (1) domestic cat or two (2) cats or two (2) dogs or one (1) cat and (1) dog may be kept in a Unit. Provided, however, that the combined weight of the pets in each Unit may not exceed twenty-five (25) pounds. Pets must be leashed and accompanied by the Unit Owner when outside of Units. All pets shall be carried when in or on the Common Elements of the Condominium Building and shall not be permitted on or in recreational areas. No pets may be kept in or on balconies. Each Unit Owner shall be responsible for the actions of his/her pet. Dogs and cats shall produce waste only in the designated "walk area". Unit Owners shall immediately clean up such waste. Any pet which the Board determines is creating a nuisance shall be permanently removed from the Condominium Property. All owners shall be responsible for any damage caused by their pets or the pets of their guests.

C. Residential Use Only.

Units may be used only as a residence. No commercial activities shall be permitted to be conducted on the Condominium Property. This provision, however, shall not be deemed to prohibit Developer from conducting those activities associated with construction of the Condominium and marketing and sales of Units.

A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons and such persons' families, provided that the Unit Owner or other permitted occupant must reside with his/her family: (i) the individual Unit Owner, (ii) an officer, director, stockholder, employee of such corporation, (iii) a partner, employee or designee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit as the case may be. In no event shall occupancy of a Unit exceed two (2) adults or three (3) children per bedroom or den. The Board shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this subsection shall not be applicable to Units used by

Developer for model apartments, guest accommodations, sales or other offices or management services.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as or together with the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Unit.

Unless otherwise determined by the Board, a person occupying a Unit for more than sixty (60) days shall not be deemed a guest, but, rather shall be deemed a lessee and shall be subject to the provisions of this Declaration which deal with leases.

D. Private Garage Units.

Private Garage Units shall be used only for automobile storage and the storage of other personal property of the Private Garage Unit Owner. Personal property may be stored in the Private Garage Unit. Gasoline or other hazardous materials shall not be kept in the Private Garage Units. The doors to the Private Garage Units must remain closed when the Unit is not in use.

E. Private Cabana Units.

Private Cabana Units shall be used only for recreational purposes associated with beach recreation.

F. Common Elements and Limited Common Elements.

The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended. Balconies may not be screened or enclosed without Board approval. Unit Owners may not change Common Elements or Limited Common Elements. An Unit Owner with a private roof terrace may construct those improvements associated with private roof terraces with Board approval. No Unit Owner shall change the appearance of any portion of the exterior of the Condominium Building or any other improvement located on the Condominium Property without Board approval. Unit Owners shall not affix, attach or display anything on the exterior walls, doors, balconies or windows of the Building. Unit Owners shall not place any plant outside of the Unit. Plants may be placed on a private roof terrace provided that such plants are not a nuisance. Storage lockers may only be used for storage.

G. Nuisances.

No nuisances or any practice which is the an annoyance to residents or which unreasonably interferes with the peaceful possession and proper use of the Condominium Property by residents shall be allowed upon the Condominium Property. The Condominium Property shall be kept in a clean and sanitary condition, and no refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No use shall be made of any Unit, Common Element or Limited Common Element which will increase the rate of insurance upon the Condominium Property except with Board approval.

H. Lawful use.

No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair portions of the Condominium Property shall be that of the person or entity which is responsible for maintenance of such portion in accordance with Article 11 hereof.

I. Leasing.

After approval by the Association, as elsewhere herein required, entire Units, but not less than entire Units, may be leased; provided the lessee uses the leased premises for single family use, and the term of the lease is for a period of one hundred eighty (180) days or more. There may be no Unit leases for a period of less than one hundred eighty (180) days. In addition, Units may only be leased one (1) time in any one (1) year time period. All Unit leases must be in writing, and a copy of same must be delivered to the Board.

J. Signs.

No signs shall be displayed from a Unit or on the Common Elements or the Limited Common Elements, except such signs as shall have the advance written approval of the Board.

K. Commercial and Recreational Vehicles.

No commercial vehicle or vehicle carrying commercial license plates, recreational vehicle, trailer or boat, camper, truck or van of any kind shall park or be parked at any time on the

Condominium Property unless such a vehicle is a commercial vehicle in process of being loaded or unloaded, or unless such a vehicle is parked in areas which may be designated hereafter by the Board as the areas for the parking of commercial vehicles. "Commercial Vehicles" shall mean those not designed or used for customary personal/family purposes. The absence of commercial type lettering or graphics on a vehicle shall not be dispositive as to whether same is a commercial vehicle. The foregoing shall not prohibit vans with windows which contain seating for at least four (4) persons without containing commercial type lettering. All vehicles kept on the Condominium Property shall be operational and in good repair and condition. In the event of dispute as to whether a vehicle is prohibited, the determination of the Board shall be binding and conclusive.

L. Regulations.

Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board in accordance with the procedures set forth in the Bylaws. Such regulations shall be furnished by the Association to all Unit Owners.

M. Barbecuing.

Barbecuing is not permitted on balconies, terraces, private roof terraces or patios in the Condominium Building.

N. Terraces/Balconies/Private Roof Terraces.

Terraces and balconies may be used only for viewing, sunbathing and those uses associated with terraces and balconies. Such areas may not be used for hanging laundry or other articles, barbecuing or storage of items. Terraces and balconies may not be enclosed/altered without Board approval. Private roof terraces are limited common elements appurtenant to certain Units with access to the private roof terraces. Recreational uses and activities associated with private roof terraces shall be permitted.

O. Floor Coverings.

Without limiting the generality of approval requirements set forth in this Declaration, no hard-surfaced floor coverings, including tile, marble or wood shall be installed in any bedroom, living room or dining room of a Unit, unless same is installed with sound-absorbing backing material meeting the

requirements and specifications of the Association and prior approval of the Board is received.

P. Relief By Association.

The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of this Section for good cause shown.

Q. Proviso.

Notwithstanding anything contained herein to the contrary, until Developer has completed all of the contemplated improvements and closed the sales of all of the Units, neither the Unit Owners nor the Association nor the use of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of the unsold Units and Common Elements without charge as may facilitate such completion and sale or lease including, but not limited to, maintenance of a sales office, the showing of the Condominium Property and the display of signs.