

**RULES AND REGULATION
OF
JADE BEACH EAST**

Effective February 8, 2013, the following Rules and Regulations shall apply to and be binding on the Jade Beach East owners until amended in writing by the Board of Directors. While these rules have been promulgated by the Board of Directors, they also have been approved by vote of the owners at the last Association meeting. Unit owners at all times shall obey said rules. Owners also shall exercise their best efforts to see that the rules are followed by persons over whom owners have control and for whom they are responsible. Each owner shall be responsible for any violations by permitted occupants of the owner's unit.

For the purpose of enforcing these Rules and Regulation there needs to be only one owner of record. Thus, if (with the assent of the Association) a unit is or becomes the property of several persons, a trust or a corporation, the Board should promptly receive formal notification of the name of the person who will act as the **responsible owner** for the unit for the purpose of these Rules and Regulation. Such formal delegation of authority to remain in force until the Board receives written notification that another person has been assigned such authority.

The board is empowered to use all remedies available at law under these rules and under the Declaration and By-Laws. All owners agree that violations may be remedied by legal action, including injunctive relief. In that event, the Association shall be entitled to recover and to impose as an assessment and lien on the violating owner's unit, all court costs and reasonable attorneys fees incurred by the Association.

It is hoped and expected that the remedies provided herein will never have to be enforced against an owner. We all respect each other as neighbors and co-owners, and have the same need for voluntary compliance with these rules.

1. SECURITY

The safety and privacy of all owners and their property at Jade Beach East are important priorities. This security is accomplished by the coordination and enforcement of a few reasonable rules.

LOCK SYSTEM

A. The first floor lobby doors, fence gates and stairwell gates are magnetically locked at all times. (In the event of a loss of electricity, the doors will automatically unlock.) The front lobby door may be unlocked by phone in each unit by pressing 9 after the unit is called.

B. Each owner is provided two coded, magnetic key discs. Additional keys may be obtained with the owner being required to pay a \$50.00 issuance fee per additional key up to a maximum of four keys per unit. These keys open all lobby doors, stairwells and fence gates. Each owner of Jade Beach West is provided a single key disc which is programmed to open the south fence gate only for access to the beach.

C. To maintain security at all times, each owner's key discs are assigned individual programming codes. No other key discs will be programmed. Therefore, access only can occur with the owner's key discs. Owners must keep a record of the Transponder Id number on the back of each transponder.

D. If an owner loses a key disc or the key disc becomes inoperable, the key will be replaced in the following manner: The owner will pay a \$50.00 replacement fee to the Association for lost key. A \$10.00 replaced fee will be imposed for inoperable keys. For the safety of all owners and the continued operation of the security system, there will be no exceptions to this procedure. No authorized lessees or family member guests will be issued key discs. The owner must provide his/her own key disc to the authorized lessee or family member guest. Without strict compliance, our primary means of security will break down.

2. REGISTRATION

Each owner whose unit is to be occupied in his absence by an authorized lessee, guest or family member has the responsibility to notify the Board prior to the arrival of such party. This notification has to state the names of the people who will be arriving, their relationship to the owner and the dates of their arrival and departure. This notification has to be received at least 48 hours prior to such party arrival. Notification can be sent by email, fax or mail and must reach at least one board member. Alternatively, if no board member can be reached, the owner must give telephone notification to the property manager prior to such arrival.

Upon arrival it will be the responsibility of the authorized lessee, guest or family member to contact the property manager to request a temporary parking decal for the length of his stay.

3. PARKING

Because of our parking space limitation and the need to control unauthorized access for security, the following rules shall apply to parking at Jade Beach East.

A. During the “high season” period beginning December 1 through April 1 of each year, each owner may have only one personal vehicle parked on the premises at any time. If space for an additional vehicle is needed, the property manager may give a temporary authorization. However, such authorization can be withdrawn at 24 hours notice if in his judgment parking space availability is becoming too constrained. Though the Board will use its best efforts to find overflow parking arrangements each year, the owner is responsible for finding off-premises parking for a second vehicle.

B. During the “low season” period beginning April 2 through November 30 of each year, an owner may park a second vehicle (the maximum number), on the premises so long as it is also regularly used by the owner or tenant. The Board reserves the right to restrict second vehicle authorization during the “low season” period if parking space limitations occur. In that event, the Board will use its best efforts to allow second vehicles based on individual owner needs.

C. Parking shall be controlled by the use of a parking decal. Each owner is allowed one owner decal which must be placed on the owner’s vehicle front dash or windshield in the lower right corner.

D. When the owners vehicle is absent, Authorized lessees, family member guests or authorized guests will be provided a temporary parking decal at the time of their arrival for placement on the vehicle front dash or windshield in the lower right corner.

E. When the owners vehicle is present, Authorized lessees, family member guests or authorized guests requiring overnight parking must obtain permission through the property manager. If the circumstances and space warrant, permission a temporary decal will be provided. Such decal to be placed on the vehicle front dash or windshield in the lower right corner.

F. Day visitor guests must use the guest parking spaces

G. Under no circumstances shall our parking lot be used without a parking decal. **VIOLATION OF ANY OF THESE PROCEDURES WILL SUBJECT THE VEHICLE TO TOWING AT THE EXPENSE OF THE VEHICLE OWNER.** Our security and privacy mandates strict compliance.

4. OCCUPANCY

Each unit is restricted to single family ownership and use. Purchase of any additional unit is to be primarily for family accommodation, not for rental.

A. The number of family members, including adults and children, residing in each unit shall be restricted as follows:

One bedroom/one bath = 3 persons
Two bedrooms/two baths = 4 persons
Three bedrooms/two baths = 6 persons

B. An owner may lease his/her unit so long as the tenancy is a minimum of thirty (30) days and authorization procedures are followed. At least twenty (20) days before the tenancy, the owner shall submit to the Board a written application for approval of a prospective tenant on the form provided by the Board, and a rental screening fee of \$100.00 payable to the Association. However, if the lessee has been approved previously, the screening fee is waived. The application shall include the names, addresses, and phone numbers of references for the prospective tenant.

Within a reasonable period after submission, the Board will approve or reject the prospective tenant. The Board is required to give a reason for its decision. If the Board approves the prospective tenant, he/she will be an “authorized lessee.”

Subleasing of a unit is strictly prohibited.

C. No overnight guests are allowed to occupy a unit at any time, unless the owner is also occupying the unit and is in compliance with all other occupancy, registration and parking rules. If an owner wishes to have an overnight guest in the unit during the owner’s absence, the owner must first obtain permission of a Board member. So long as the owner does not abuse the guest privilege, Board permission will not be unreasonably withheld.

D. Family members of the owner to the second degree, i.e., parents, children, siblings and immediate families, are “authorized family member guests” and may occupy a unit when the owner is not present. The owner and authorized family member guests must comply with all occupancy, registration and parking rules.

E. Each owner is responsible for providing to authorized lessees and authorized family members guests the Rules and Regulation of Jade Beach East. Each owner, authorized lessee and guest is responsible for compliance with these rules. If a lessee or guest fails to comply with these rules, the Board is authorized to revoke the permission of the lessee or guest to occupy the premises. If the lessee or guest refuses to leave the premises, the Board is authorized to immediately lock out the person from building entry, and use all remedies available at law, including injunctive relief.

5. NUISANCE/NOISE

No owner, lessee or guest shall make or permit any disturbing noise or activity which interferes with the rights, comfort or peaceful enjoyment of any other owner. No owner, lessee or guest shall play or allow to be played any musical instrument, sound system, television, radio, amplifier or any other sound equipment in such manner that disturbs the comfort or peaceful enjoyment of any other owner. Noise must be kept to a minimum after 10:00 p.m.

6. ELEVATOR

The elevator operates for the benefit of all owners. The elevator should not be stopped or taken out of service unreasonably for the use or benefit of one person. Each owner is responsible for taking appropriate precautions to prevent damage to the elevator cab, particularly when transporting freight. Children are not allowed to play or loiter in or around the elevator. Children under the age of 10 may not use the elevator unless accompanied by an adult.

The elevator is equipped with a monitored telephone which should be used only in the event of an elevator emergency.

7. CONDUCT

Owners are not to commit any act which violates the ordinance or law of any applicable municipality, Broward County or the State of Florida. Owners shall not use, or permit their units or the common elements to be used, for any disorderly, offensive, immoral or illegal activities, including the abuse of alcohol or use, possession or storage of any illegal intoxicant, drug, or substance.

8. POOL & BEACH

Bathers must abide by the rules posted on the sign poolside. Use of the pool shall be between the hours of 8:30 a.m. and 10:00 p.m.

When coming from the beach, shower sand off and remove any tar promptly. Bathers should shower before entering the pool.

Lawn chairs provided are for use on the grounds and around the pool only. No lawn chairs provided by the Association may be used on the beach, unless specifically designated for beach use.

Children under 10 years of age shall not be allowed inside the pool fence or in the pool unless accompanied by an adult.

9. OWNER RESPONSIBILITY FOR OTHERS

Notwithstanding the liability and responsibility of an authorized lessee or guest, the owner also shall be liable for the acts and omissions, whether negligent or willful, of any person occupying his/her unit, lessee or guest. In the event the acts or omissions of any of the foregoing shall result in any damage to the common areas, to the Association, or to property of another owner, the owner shall be assessed for the expense caused by such damage as in the case of any other assessment. Any violation of these rules, the Declaration or By-laws of the Association by any person occupying an owner's unit or a tenant or a guest of an owner shall also be deemed a violation by the owner, and shall subject the owner to the same liability as if such violation was that of the owner.

10. PETS

No pets are allowed at any time on the property or in any unit whether owned or controlled by an owner, a tenant, a guest or any other person occupying a unit.

11. RIGHT OF ASSOCIATION TO EVICT TENANTS, GUESTS OR OCCUPANTS

If any tenant, guest or other person present in any unit or any portion of Association property, other than an owner and the members of his immediate family permanently residing with him in his/her unit, materially violates any provision of these rules, the Declaration or By-laws of the Association, or creates a nuisance or unreasonable noise or activity disrupting the peaceful enjoyment or comfort of any owner, or willfully or negligently damages any common areas or property of the Association, such person, upon written notice by the Board, shall be required to immediately leave the property of Jade Beach East.

It is the responsibility of the owner of the unit where the said persons are residing to insure swift implementation of the Board's decision and take all necessary steps to see to their immediate removal from the property. Notwithstanding the responsibilities of the owner mentioned above, the Board may lock out said person from the building. If such person does not do so, the Board is authorized to commence an action to evict such person from the property and to permanently enjoin such person from returning. The expense of any such action, including attorneys fees, may be assessed against such person and the applicable responsible owner as an assessment. Such assessment shall become a lien against the owner and may be foreclosed as is the right for collection of any assessment.

12. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS

In addition to the requirements of consent and authorization by the owners and the Board, any improvement made by an owner must be in compliance with the permit and code requirements of all controlling governmental authorities. Any consent or authorization of the owners and the Board is contingent on written proof of a permit issued by the controlling authority.

13. EXTERIOR APPEARANCE/COMMON ELEMENTS

No improvement may be constructed upon or alteration made to any part of the exterior or common elements of the building or land without the prior written consent of a majority vote of two-thirds of owners and the Board. The exterior of the living unit, including but not limited to, balconies, terraces and entryways, shall not be painted, decorated or otherwise modified in any manner without the prior written consent of a majority vote of two-thirds of owners and the Board. If the owner obtains the prior written consent of the Board, an owner may paint or tile his/her balcony, terrace or entryway floor only. Such consent shall not be unreasonably withheld so long as it conforms to the aesthetic consistency of the building and does not potentially cause damage to the building.

14. PREPARATION FOR EXTENDED ABSENCE

Each unit owner who plans to be absent from his/her unit during the hurricane season must prepare the unit prior to departure by:

- A. Removing all furniture and loose items from his/her balcony, terrace, or entryway;
- B. Designating a responsible firm or individual to care for the interior of the unit should the building suffer weather damage. Should a hurricane or similar weather event occur and damage the building, the property manager cannot maintain the unit interiors.
- C. Shutting off the main water valve to avoid potential damage caused by leakage.
- D. Any unit owner failing to make hurricane preparations shall be responsible for any damage such failure may cause to the common elements or the property of other owners.

15. PERSONAL PROPERTY

The personal property of each owner shall be stored within his/her unit or designated storage space.

16. BALCONIES, RAILINGS AND FENCING

No clothing, towels, or similar materials shall be hung from balconies, railings and fencing. No signs, outside antennas, poles, dishes, wiring or devices are permitted. The foregoing does not prohibit any antenna, wiring or signal - receiving dish which services all units in common.

17. TRASH AND GARBAGE

Trash and other garbage shall be separated for recycling. All plastics, glass, aluminum and newspapers shall be placed in the recycling containers provided on each lobby floor. All remaining trash shall be bagged and tied securely, and then placed down the trash chute. Trash or waste material too large to be readily handled in the trash chute must be carried downstairs and deposited in the dumpster at the base of the chute. The door to the garbage room shall be kept closed at all times on each floor.

18. SMOKING

Smoking is prohibited in all lobbies, enclosed stairwells and the elevator. Smoking is permitted on balconies. However, such permission may be withheld if such smoking is reported to the Board as being detrimental to neighbors enjoyment of their balconies. Continuous smoking and heavy cigar smoking should be avoided as a matter of courtesy.

19. INDIVIDUAL UNIT ACCESS

To cope with emergencies that may arise in an owner's absence, such as a plumbing leak, fire or similar event, each owner shall provide a duplicate key for safekeeping by the property manager or the Board in a secure, central location.

20. COMMUNITY LAUNDRY FACILITIES

Washers and dryers are provided next to the lobby on each floor. Be considerate of your neighbors. Clothes should be removed immediately upon completion of the washing or drying cycle. Lint filters are to be cleaned by the user after each use.

21. OUTDOOR GRILLS

Please be considerate of your neighbors when using the gas outdoor grills. Be efficient with your time of use. After use, make certain the gas is turned off. The user is responsible for cleaning the grill with the wire brush after each use. It is **not** the responsibility of the property manager to clean the gas grills.

22. TIKI HUT

This facility is for the use of owners and authorized family members and guests. The hours of use are between 9:00 a.m. and 10:00 p.m. Reservations for private use may be made by posting a note to this effect on the Bulletin Board at the entrance of the building. If a conflict arises, the board president should be notified.

Please be considerate of your neighbors when using this facility. Upon completion, the user is responsible for cleaning up and placing all chairs, stools and tables in their proper location.

23. CLEANLINESS AND LITTERING

No person shall allow anything to be thrown or fall from the windows, balconies, or walkways. No sweepings or other materials shall be permitted to fall from balconies or walkways, No obnoxious odors shall be permitted which interfere with the comfort or peaceful enjoyment of other owners. No littering shall be allowed on any common areas or common elements. Carts or wagons used for transporting groceries, baggage, etc., must be returned to the ground floor storage area promptly after use.

24. EMPLOYEES

No owner shall request an employee to perform any work or maintenance inside his/her unit. An owner may hire the employee during his non-working hours. However, during any such work performed, the owner is responsible for any damage to the Association which may arise from such activity.

25. AUTHORITY OF BOARD AND DELEGATION

The Board of Directors is given the responsibility to enforce these rules. The Board is authorized to delegate its authority to any member, officer, committee or other person it chooses.

26. NON-MONETARY DEFAULTS

In the event of a violation of these rules, the Declaration, or By-laws of the Association by any owner, lessee, guest or person occupying his/her unit, (other than the non-payment of any monthly maintenance or special assessment), the Board may notify the owner by written notice of the violation and the action required to cure said violation, if any. If such violation is not cured as soon as is practicable, and in any event within seven (7) days after such written notice, or if any similar violation is thereafter repeated, the Board may, at its option:

- Impose a fine against the owner and violating person; and/or
- Commence an action to enforce the performance of the owner, including injunctive relief and such equitable relief as may be necessary under the circumstances; and/or
- Commence an action to recover damages; and/or
- Take any action necessary to correct such violation or failure to cure, including but not limited to, performing any maintenance or repair required, or removing/rebuilding any unauthorized addition, alteration, improvement or change.

All fines and all expenses incurred by the Association to correct any violation or failure to cure, plus a service charge of fifteen (15%) percent of such expenses, and all expenses of the Association in connection with any legal proceeding set forth above, including attorneys fees, shall be assessed against the owner. The Association shall have a lien for any such assessment, and may take such action to collect the assessment and foreclose the lien as is the right for collection of any assessment.

27. FINES

The amount of any fine shall be determined by the Board. The amount of any fine shall not exceed one quarter (1/4) of one month's maintenance assessment for the first offense, one-half (1/2) of one month's assessment for a second offense, and one (1) month's assessment for a third and subsequent similar offense. Notwithstanding the foregoing, if any violation of these rules, the Declaration or By-laws is of a continuing nature, or if the owner fails to cure any violation within twenty (20) days, a daily fine may be imposed until the violation is cured in an amount not to exceed one-tenth (1/10) of one month's assessment.

Upon the imposition of any fine by the Board, the owner shall be given an opportunity to be heard within at least ten (10) days. The written imposition of the fine shall include 1) the nature, and amount of the fine; 2) a statement of the date, time and location of the hearing, and 3) a description of the basis of the violation. At the hearing, the Board shall conduct a reasonable inquiry to determine whether such violation in fact occurred. Within ten (10) days after the hearing, the Board shall provide written notice of its decision on the imposition of the fine. Any fine levied against an owner shall be deemed an assessment. Such assessment shall become a lien and may be foreclosed by the Association as is the right for collection of any assessment and lien.

28. MONETARY DEFAULTS AND COLLECTION OF ASSESSMENTS

If any assessment is not paid within twenty (20) days after the due date, or within ten (10) days of written demand for any assessment with no due date, or if any check for an assessment is dishonored, the Association shall have the right to charge a late fee of \$25.00, plus interest at the rate of fifteen (15%) percent or the maximum rate allowable by law, whichever rate is less.

If any owner is in default of the payment of any assessment owed for more than sixty (60) days, the Association shall have the right upon written notice to accelerate and require such defaulting owner to pay to the Association the regular monthly maintenance assessments for the next twelve (12) months, plus interest at the rate of fifteen (15%) percent or the maximum rate allowable by law, whichever rate is less, from the date of such notice until the accelerated assessments are paid in full.

In the event of such acceleration, the defaulting owner shall continue to be liable for any increases in monthly assessments, for all special assessments, and for all other assessments payable to the Association.

29. LIENS FOR ASSESSMENTS

The Association shall have a lien on the property of any owner for any assessment which remains unpaid for a period of sixty (60) days. The lien is effective from and after the date of recording a Claim of Lien in the public records of Broward County, Florida. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all assessments or other moneys owed to the Association by the owner until the indebtedness is fully paid. The Claim of Lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all indebtedness, the owner making the payment is entitled to a satisfaction of lien in recordable form.

30. COLLECTION AND FORECLOSURE

The Association may bring an action in its name to foreclose any lien for assessments in the manner a mortgage or real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien, and the applicable owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid assessments, and the filing, enforcement, and/or foreclosure of the Association's lien, including reasonable attorneys fees, whether or not incurred in legal proceedings, and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. The Board is authorized to settle and compromise the Association's lien if the Board deems a settlement or compromise to be in the best interest of the Association.