

APR-30-1998 2:53pm 98-159092  
ORB 10373 Ps 1776

**IN WITNESS WHEREOF**, this Certificate of Amendment has been executed by the Association on the 13 day of APRIL, 1998.

Signed, sealed and delivered  
in the presence of:

**JUPITER COVE  
CONDOMINIUM ASSOCIATION, INC.**

✓ *Shirley Fennell*  
SHIRLEY FENNEL  
(Print Name)

By: ✓ *Faye Mathis*  
Faye Mathis  
(Print Name and Title)

1648 Jupiter Cove Dr., #208  
Jupiter, FL 33469  
(Print Address)

✓ *C.A. Cottrell*  
C.A. COTTRELL  
(Print Name)

Attest: ✓ *Meredith K. Silhol*  
Meredith Silhol  
(Print Name and Title)

1542 Jupiter Cove Dr., #105  
Jupiter, FL 33469  
(Print Address)

STATE OF *Florida*  
COUNTY OF *Volusia*

The foregoing instrument was acknowledged before me APRIL 13, 1998, by  
**FAYE MATHIS** and **MEREDITH SILHOL**,  
the President and Secretary, respectively,  
of **JUPITER COVE CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not  
for profit, on behalf of the Corporation, who are personally known to me or who produced  
as Identification.

My Commission Expires

✓ *Marlette Kunkle*  
MARLETTE KUNKLE (Print)  
Notary Public

JUPITERCOVE - Amend To By-Laws



(SEAL)

AMENDED  
BY-LAWS  
OF  
JUPITER COVE  
CONDOMINIUM ASSOCIATION, INC.,

a condominium not for profit

under the laws of Florida

1. Identity. These are the By-Laws of JUPITER COVE CONDOMINIUM ASSOCIATION, INC., called Association in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation which were filed in the Office of the Secretary of State on October 29, 1979.

The Association has been organized for the purposes of administering JUPITER COVE, a condominium, pursuant to Chapter 718, Florida Statutes, called the Condominium Act in these By-Laws, which condominium will be located in the Town of Jupiter, Florida.

1.1 The office of the Association shall initially be at ~~4440 PGA Boulevard, Suite 501~~ 1450 Cove Drive, Jupiter, Palm Beach Gardens, Florida 33410 33458 and the location thereof may be changed from time to time.

1.2 The fiscal year of the Association shall be ~~August~~ December 1st to July 31st ~~November 30th~~, or such other period as the Board of Directors shall establish.

1.3 The seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation not for Profit" and the year of incorporation, an impression of which is as follows:

## 2. Members' Meetings

2.1 The annual Members' Meeting shall be held at the office of the Corporation at 27:00 P.M., Eastern Standard time on the third Tuesday in February of each year for the purpose of electing members of the Board of Administration and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

2.2 Special Members' Meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Administration, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

2.3 Notice of all members' meetings stating the time, place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

2.4 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

## 2.5 Voting

a. In any meeting of members, the owners of units shall be entitled to cast one vote for each unit.

A. If a unit is owned by one person, his right to vote shall be established by the record titled to his unit. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner of a unit. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by written proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 The order of business at annual members' meetings and , as far as practical, at other members' meetings, shall be:

- a. Election of chairman of the meeting
- b. Calling of the roll and certifying of proxies
- c. Proof of notice of meeting or waiver of notice
- d. Reading and disposal of any unapproved minutes
- e. Reports of officers
- f. Reports of committees
- g. Election of members of the Board of Administration
- h. Old business
- i. New business
- j. Adjournment

2.9 Proviso. ~~Provided, however, that until the Developer of the condominium has completed all of the contemplated improvements and closed the sales of all of the units of the condominium, or until the Developer elects to terminate its control of the condominium, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Administration.~~

### 3. Board of Administration.

3.1 Membership. The affairs of the Association shall be managed by a Board of Administration consisting of ~~three~~ seven (7) persons, two (2) persons from Building A, two (2) persons from Building B, and two (2) persons from Building C and one (1) person at large.

3.2 Election of Board Members shall be conducted in the following manner:

a. ~~In accordance with the Articles of Incorporation, the first election of selection of Board Members shall be made by the Developer. Developer in all elections of Board members and appointments of Board members shall enjoy the rights reserved to it in the Declaration of Condominium.~~

b. Elections of Board members shall be held at the Annual Members' Meeting or in accordance with Florida Statute Chapter 718, or otherwise in accordance with Florida Statute Chapter 718.

c. ~~Developer shall appoint such Board members as provided in the Declaration of Condominium and/or Articles of Incorporation.~~

d. ~~The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.~~

ed. Except as to vacancies created by removal of Board members by members, vacancies in the Board of Administration occurring between the Annual Members' Meetings shall be filled by the remaining Board members.

fe. Any Board member may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Administration so created shall be filled by the members of the Association at the same meeting.

3.3 ~~The term of each Board member's service shall be for two years, extending until the next respective Annual Meeting of the members and subsequently, until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.~~

3.4 The ~~organization meeting~~ of a newly-elected Board of Administration shall be held within ten (10) days of their election at such place and time as shall be determined by a majority of the Board members. Notice of the meeting shall be given to each Board member personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

3.5 Regular meetings of the Board of Administration may be held at such time and place as shall be determined, from time to time, by a majority of the Board members. Notice of regular meetings shall be given to each Board member personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

3.6 Special meetings of the Board members may be called by the President and must be called by the Secretary at the written request of one-half of the Board members. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

3.7 Waiver of notice. Any board member may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.8 A quorum at Board of Administration meetings shall consist of a majority of the entire Board of Administration. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Administration, except when approval by

a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws.

**3.9 Adjourned meetings.** If at any meeting of the Board of Administration there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

**3.10 Joinder in meeting by approval of minutes.** The joinder of a Board meeting in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Board member for the purpose of determining a quorum.

**3.11 The presiding officer** of Board of Administration meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the Board members present shall designate one of their number to preside.

**3.12 The order of business at Board of Administration meetings shall be:**

- a. Calling of roll
- b. Proof of due notice of meeting
- c. Reading and disposal of any unapproved minutes
- d. Reports of officers and committees
- e. Election of officers
- f. Unfinished business
- g. New business
- h. Adjournment

**3.13 Board member's fees.** There shall be no Board member's fees or salaries paid for holding the office of Board member.

**3.14 Open meetings.** Meetings of the Board of Administration shall be open to all unit owners and notices of such meetings shall be conspicuously posted 48 continuous hours in advance of such meeting marked for the attention of the unit owners, unless said meeting is an emergency meeting not allowing for the requisite notice to unit owners.

**4. Powers and duties of the Board of Administration.** All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Administration, its agents, contractors or employees, subject only to approval by unit owners when such is specifically required.

## 5. Officers

5.1 The executive officers of the Association shall be a President, Vice President, a Secretary and a Treasurer, all of whom shall be Board members, and all of whom shall be elected by the Board of Administration and who may be peremptorily removed by vote of the Board of Administration at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Administration from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time as he in his discretion may determine appropriate to assist in the conduct of the affairs of the Association.

5.3 The Vice President, in the absence of disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Board of Administration.

5.4 The Secretary shall keep the minutes of all proceedings of the Board of Administration and the members in a businesslike manner and available for inspection by unit owners and the Board of Administration. He shall attend to the giving and serving of all notices to the members and Board members and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Board of Administration or the President.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

5.6 The compensation of all officers and employees of the Association shall be fixed by the Board of Administration. The provision that Board members shall not receive a fee or salary for serving as a Board member shall not preclude the Board of Administration from employing a Board member as an actual employee of the Association nor preclude the contracting with a Board member for the management of the Condominium.



6. Fiscal management. The provision for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 Accounts. The receipts and expenditures of the Association may be credited and charged to accounts under the following classifications as may be appropriate, all of which expenditures shall be common expenses:

a. Current expense, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

b. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

c. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

d. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

e. Operations, which shall include the gross revenues from the use of the common elements. Only the additional direct expense required by the revenue-producing operation will be charged to this account, and any surplus from such operation shall be used to reduce the assessments for current expense in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against unit owners, which assessments may be made in advance in order to provide a working fund.

6.2 Budget. The Board of Administration shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices.

6.3 Assessments. Assessments against the unit owners for their fair share of the items of the budget shall be made for the calendar year annually in advance on or before ~~July~~ December 1 preceding the year for which the assessments are made, provided, however, that each initial unit owner shall pay an extra sum of \$250.00 in advance upon taking title in order to provide sufficient working capital to the Association. The annual assessments shall be payable in advance in four (4) equal installments on the first days of ~~August~~ December, ~~November~~ March, ~~February~~ June and ~~May~~ September of the fiscal year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior

assessment and installments of such assessments shall be due upon each installment payment due until changed by an amended assessment. In the event the annual assessments prove to be insufficient, the budget and assessments may be amended at any time by the Board of Administration. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be paid in equal installments divided among the number of assessments remaining due within the fiscal year.

6.4 Acceleration of assessment installments upon default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Administration may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall come due upon the date in the notice, but not less than ten (10) days after deliver of the notice to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. Interest on such accelerated assessments shall be charged at ten percent (10%) per annum ~~the highest rate allowed by law~~ from the due date stated in the notice.

6.5 Late Charges. ~~In addition to acceleration of assessments and the charging of interest as set forth in the preceding paragraph, the Association may add to the amount of any unpaid assessments a sum of up to twenty percent (20%) of the amount due as a late charge. No such late charge shall be made unless and until the unit owner shall be in default of the payment of an installment of an assessment for a period of not less than ten (10) days. Such late charges may be made upon acceleration as provided in the foregoing paragraph or in the absence of acceleration and the amount thereof shall be secured by a lien in favor of the Association in the same manner and to the same extent that the Association has a lien for the principal amount of the assessment.~~

6.56.5 Assessments for Emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the unit owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days' notice in such manner as the Board of Administration of the Association may require in the notice of assessment.

6.76.6 The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Administration and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Board of Administration.

6.86.7 An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than one hundred and twenty (120) days following the end of the fiscal year for which the audit is made.

6.96.8 Fidelity bonds may be required by the Board of Administration from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Board of Administration. The premiums on such bonds shall be paid by the Association.

7. Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominiums, Articles of Incorporation or these By-Laws.

8. Amendments. These By-Laws may be amended in the following manner:

8.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

8.2 A resolution adopting a proposed amendment may be proposed by either the Board of Administration or the Association or by the members of the Association. Board members and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be either by:

a. Not less than a majority of the Board of Administration and by the a majority of the unit owners of not less than six (6) units, or

b. Until the first election of the Board of Administration, by all of the Board members.

8.3 Proviso. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declarations of Condominium.

8.4 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Palm Beach County, Florida.

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

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.

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, over fourteen (14) years of age. Children under the age of fourteen (14) years may not reside in or occupy any apartment except during occasional visits not to exceed thirty (30) days' duration at any one time or a total of thirty (30) days during any one calendar year.

9.4 Servants and domestic help of residents may not gather or lounge in the public areas of each building, or of the recreational facility.

9.5 No resident shall make or permit any disturbing noises, nor do or permit any thing by other persons that will interfere with the rights, comforts or convenience of other residents. No residents shall play upon any musical instrument or operate a phonograph, 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 or television aerial installation shall be made on any condominium building.

9.7 Pets over twenty-four (24) pounds shall not be allowed. Offensive pets may be removed, after notice to the resident. ~~Lessees shall not have pets.~~

9.8 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.

9.9 All pets shall be on a leash at all times while on the common elements of JUPITER COVE CONDOMINIUM. Dogs shall not be walked on ~~any of the grass area~~ ~~across from the buildings on the north side of the property.~~ Dogs found running loose will be impounded.

9.10 ~~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 element, or limited common element of JUPITER COVE CONDOMINIUM. Only automobiles may be parked on any common element or limited common element of JUPITER COVE CONDOMINIUM.

9.11 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.

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

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

9.14 Nothing will be attached to the 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; no fires of any kind or cookouts are permitted on balconies.

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

9.16 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. ~~All unit owners are requested to bring these regulations to the attention of violators who may not be aware of any violation.~~

9.17 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.

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

9.19 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.

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

9.21 No house guest is permitted to stay longer than sixty (60) 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.

9.22 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 his floor.

from his balcony. 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.

9.23 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.

9.24 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. This 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.

9.25 No unit owner may change the outside appearance of his unit or of any limited common elements unless done in accordance with these rules and regulations and the Declaration of Condominium for JUPITER COVE CONDOMINIUM.

9.26 The following persons residing in JUPITER COVE CONDOMINIUM shall be permitted to have use of the recreation facility:

- a. Resident unit owners, their lessees, and resident children over the age of eighteen (18) years.
- b. Resident children under ~~eighteen~~ fourteen (18/14) years of age when accompanied by a parent at all times.
- c. Guests of resident owners and lessees, when accompanied by resident adult host.
- d. Adult guests over eighteen (18) years of age when in possession of a validated guest card issued by the Association or the Association's authorized representative.

9.27 The entire clubhouse is reserved for the general use of all unit owners, their lessees and their families on the last Saturday evening of each month, all holidays and holiday eves.

9.28 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 Paragraph 9.27 of 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 fifty dollar (\$50.00) security deposit in advance at affixing of an owner's signature to the private clubhouse use agreement prepared by the Association or the Association's 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 ten a.m.

the following morning after such private use. Use of the recreational facility shall be without charge if the number of people attending the private gathering does not exceed thirty (30). Private parties or gatherings in excess of thirty (30) persons 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.

Two (2) to thirty (30) guests:	No fee.
Thirty (30) to seventy-five (75) guests:	\$50.00 fee
Seventy-five (75) to one hundred twenty-five (125) guests:	\$100.00 fee
Over one hundred twenty-five (125) guests:	\$125.00 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.

9.29 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 entertainments, without the prior written permission from the Board of Administration.

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

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

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

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

9.34 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.

9.35 All visitors not accompanied by an adult resident/host are required to have a validated guest pass when visiting or persons using recreational facilities and the clubhouse pool do so at their own risk. The adult resident/host may obtain the guest pass by requesting same of the Association or the Association's authorized representative.

9.36 All persons using the pool do so at their own risk. Owners, the Association, any management entity or developer, are not responsible for accidents or injuries.

9.37 The use of the pool is limited to 1) owners; 2) adult guests of owners; 3) guests under eighteen (18) years of age if accompanied by their resident adult hosts at all times. Adult guests desiring to use the pool facilities without being accompanied by their resident host must be registered and issued a guest cardtag in order to do so. CardsTags will be available at the Association office Monday through Friday during the hours of ten a.m. to five p.m. or from the

Association's authorized representative. The cardtags will be valid for the maximum of two (2) weeks or as directed by the Association or the Association's authorized representative.

9.389.37 Pool hours are nine a.m. dawn to ten p.m. dusk.

9.39 No children under eighteen (18) years of age will be permitted in the pool areas between eight p.m. and ten p.m. This period is reserved for adults only. 9.38 Children under eighteen ~~fourteen~~ (18) years of age must be accompanied by an adult resident at all times while in the pool area.

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

9.439.40 All cigar and cigarette butts, ashes and matches must be placed in the sand-filled receptacles furnished, not on the patio, in shrubs or on the grass.

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

9.459.42 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 pools pool and by these Regulations are prohibited from using the pools pool.

9.469.43 There will be no glass containers of any kind in the pool areas.

9.47 Intoxicated persons will not be permitted in the pool area. 9.44 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.

9.48-9.45 Excessive splashing, cannonballing or running will not be permitted and shall be cause for eviction from the pool area.

9.46 Entering upon and using the docks are the exclusive rights of the dock owners, dock lessees and their families and guests.

9.47 Docks will be sold to JUPITER COVE apartment owners only.

9.48 Docks will be resold to JUPITER COVE apartment owners, with the prior written approval of the Board of Administration.

9.49 Docks will be leased or rented to approved lessees with the approval of the Screening Committee.



9.50 Dock owners selling their apartments and leaving JUPITER COVE are required to sell their docks in accordance with license agreement of sale and only written approval of the Board of Administration.

9.51 Dock owners, lessees, renters and their families and guests shall not make or permit, at any time, any noises disturbing to apartment residents. Exhausts are to be properly muffled, and there shall be no revving of engines. Radio and TV volumes are to be kept at a low level and there are to be no loud parties. Quiet between the hours of 10:00 p.m. and 9:00 a.m. is to be observed.

9.52 Dock owners and lessees are responsible for the ship-shape appearance of all of their boats, their docks 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.

9.53 Dumping, draining, throwing or pumping any material other than clean water into river water will not be permitted. Fish cleanings are included. Under a new Federal Water Pollution Law, a fine of \$5,000.00 can be imposed if fuel is spilled when topping off tanks. JUPITER COVE dockage privileges can be forfeited.

9.54 Dock owners, lessees, their families or their guests, may not park their cars in any apartment or guest parking space of any building other than their own. PARKING IN FIRE LANES AND PADS OF THE MARINA IS PROHIBITED BY BOTH THE FIRE AND POLICE DEPARTMENTS OF JUPITER FOR ALL VEHICLES. VEHICLES WILL BE TICKETED BY POLICE WITHOUT NOTICE.

9.55 Living aboard any type of boat is prohibited while docked at JUPITER COVE.

9.56 Boat operators shall keep engine noises at a minimum at all times and shall avoid excessive warm-up periods.

9.57 The cleaning and dressing of fish is permitted only at the fish stations located in the marina.

9.58 A boat owner, while enjoying the license of storing his boat at a specified docking space, may install at such space a small tool chest or storage locker flush with the edge of the dock walk. This locker shall not exceed 60 inches in over-all length, 24 inches in height or 18 inches in depth. It must be kept at all times in good repair and appearance and must be painted white.

9.59 A current certificate of active insurance policy is required from each boat/dock owner.

9.60 UNATTENDED CHILDREN ARE NOT PERMITTED ON THE WALKWAYS OF THE MARINA.

~~9.61 Dogs are not permitted in the marina unless on a leash.~~

9.62 USE OF SKATEBOARDS AND BICYCLES ARE NOT PERMITTED ON THE WALKWAYS OF THE MARINA.

9.63 CHAIRS OR LOUNGES ARE NOT PERMITTED ON THE WALKWAYS OF THE MARINA.

9.64 JUPITER COVE CONDOMINIUM ASSOCIATION, INC. reserves the right to deny use of the clubhouse, pool and other common elements to anyone at any time if the rules and regulations incorporated into these By-Laws are willfully violated. If the Association Board of Administration considers legal action necessary to enforce these Rules and Regulations, the Association reserves the right to bring suit and recover all costs, including reasonable attorneys' fees.

9.529.65 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.

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

9.54-9.67 The Rules and regulations set forth in this section of the By-Laws of JUPITER COVE CONDOMINIUM ASSOCIATION, INC. Are the preliminary Rules and Regulations for the Association and may be amended from time to time by a vote of the majority of the Board of Administration of the Association. Provided, however, that so long as Developer owns any unit in JUPITER COVE CONDOMINIUM, no amendment to the By-Laws to create a Rule and Regulation will be permitted and enforceable unless approved by Developer.

(Coding: Words in struck-through type are deletions; underlined shaded words are additions.)

THE WITNESS WHEREOF, the Amended By-Laws have been executed by the Association on the 13 day of APRIL, 1978.

Signed, sealed and delivered  
in the presence of:

**JUPITER COVE  
CONDOMINIUM ASSOCIATION, INC.**

✓ Shirley Fennell  
SHIRLEY FENNEL  
(Print Name)

By: ✓ Faye Mathis  
Faye Mathis  
(Print Name and Title)

1648 Jupiter Cove Dr., #208  
Jupiter, FL 33469  
(Print Address)

✓ C.A. Corbett  
C.A. Corbett  
(Print Name)

Attest: Meredith K. Silhol  
Meredith Silhol  
(Print Name and Title)

1542 Jupiter Cove Dr., #105  
Jupiter, FL 33469  
(Print Address)

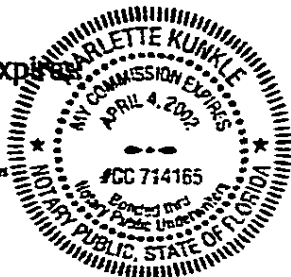
STATE OF Florida  
COUNTY OF Polk

The foregoing instrument was acknowledged before me APRIL 13, 1998 by  
**FAYE MATHIS** and **MEREDITH SILHOL**  
the President and Secretary, respectively,  
of **JUPITER COVE CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not  
for profit, on behalf of the Corporation, who are personally known to me or who produced  
as identification.

My Commission Expires

✓ Marlette Kunkle  
MARLETTE KUNKLE (Print)  
Notary Public

JUPITER COVE - Amend. To By-Laws



(SEAL)