

This instrument was prepared by:
PETER C. MOLLENGARDEN, ESQUIRE
Rosenbaum Mollengarden Janssen & Siracusa, PLLC
250 S. Australian Avenue — 5th Floor
West Palm Beach, FL 33401
(W-C 195)

CFN 20100177149
OR BK 23844 PG 1418
RECORDED 05/12/2010 15:37:08
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1418 - 1428; (11pgs)

CERTIFICATE OF AMENDMENT TO THE BY-LAWS AND RULES AND REGULATIONS FOR JUPITER COVE CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the **Declaration of Condominium of Jupiter Cove, A Condominium** (the "Declaration") has been duly recorded in the Public Records of Palm Beach County, Florida, in Official Record Book **3204** at Page **0665**; and

WHEREAS, the By-Laws of Jupiter Cove Condominium Association, Inc. are attached as an exhibit thereto; and

WHERAS, the Rules and Regulations of Jupiter Cove Condominium Association, Inc. are contained in the By-Laws; and

WHEREAS, at a duly called and noticed meeting of the Board of Directors of Jupiter Cove Condominium Association, Inc., a Florida not-for-profit corporation, held on April 1, 2010, the aforementioned Rules and Regulations were amended pursuant to the provisions thereof.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Rules and Regulations contained in the By-Laws are a true and correct copy of the amendments as amended by the Board of Directors of Jupiter Cove Condominium Association, Inc.:

(See attached amendments) WITNESS my signature hereto this day of my, 2010, at Palm Beach County Florida.
JUPITER COVE CONDOMINIUM ASSOCIATION, INC. By: President
(PRINT NAME) Attest: Jaye Math. Witness Patrice A. Peary (PRINT NAME)
STATE OF FLORIDA : COUNTY OF PALM BEACH :
The foregoing instrument was acknowledged before me this

759397

AMENDMENTS TO THE BY-LAWS OF JUPITER COVE CONDOMINIUM ASSOCIATION, INC.

(Additions shown by "underlining", Deletions shown by "strikeout")

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

* * *

9.5. No resident shall make or permit any disturbing noises, nor do or permit anything by other persons that will interfere with the rights, comforts or convenience of other residents. Except as specifically otherwise provided below in Section 40 of the Marina Rules and Regulations which exclusively govern the use of the Jupiter Cove Marina. Nno 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.

* * *

9.8 Except as otherwise provided below in Section 5 of the Marina Rules and Regulations, Nno 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.

* * *

- 9.26 Except as specifically otherwise provided below in the Marina Rules and Regulations which exclusively govern the use of the Jupiter Cove Marina, Tthe 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 twelve (12) years of age or older, ever the age of eighteen (18) years.
- b. Resident children under fourteen (14) twelve (12) 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.

9.46—Only dock owners and approved dock lessees, their families and guests, may occupy boat slips. All boats docked in a numbered slip must be registered to that slip owner or approved unit lessee in writing on file with the Association. Any temporary use of a dock by guests staying with the slip owner or approved less is subject to the written approval of the Marina Committee and the Board of Administration.

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-may be rented only to approved JUPITER COVE-apartment owners or lessees who reside at JUPITER COVE and who are approved by the Orientation Committee.
- 9.50 Dock-owners selling their apartments and leaving JUPITER-COVE are required to sell-their docks in accordance with licenses agreement of sale and only written approval of the Screening Committee.
- 9.51 Dock owners, lessees, their families and guests, shall not make or permit at any-time, any noises disturbing to owners or residents. Exhausts are to be properly muffled, and there shall be no rewing of engines. Radio and TV volumes are to be kept at a low level and there are to be no loud parties. Noise shall be kept to a minimum at all times. 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 deckage 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 MAY 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 noise at a minimum at all times and avoid excessive warm-up-periods. Additionally, boat repair equipment weighing over three (3) tons shall not be permitted on the bulkhead or other JUPITER COVE property.
 - 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 the 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 LOUNGES AND UNATTENDED CHAIRS ARE NOT PERMITTED ON THE WALKWAYS OF THE MARINA.

9.64<u>46</u> 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 willingly 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 and attorneys' fees, including, but not limited to, pre-suit, trial and appellate attorneys' fees as the prevailing party.

9.6547 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.

9.6648 Unit owners and their lessees are responsible for all damages to the clubhouse and recreational facilities during their use.

9.6749 The Rules and Regulations set forth in this section of the By-Laws of JUPITER COVER CONDOMINIUM ASSOCIATION, INC. are the preliminary Rules and Regulations for the Association and may be amended from time to time by a 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 Regulations will be permitted and enforceable unless approved by Developer.

MARINA RULES AND REGULATIONS

These Rules and Regulations (the "Rules and Regulations") are authorized by the Declaration of Condominium of Jupiter Cove, A Condominium (the "Declaration") and the Association's Bylaws and have been adopted by the Board of Directors of Jupiter Cove Condominium Association, Inc. d/b/a Jupiter Cove Yacht Club and Marina, a Florida not-for-profit corporation (the "Association"). The Rules and Regulations are designed to maintain an enjoyable and safe yachting experience for all persons using the Marina facilities of the Jupiter Yacht Club and Marina (the "Marina"), including the dock spaces or slips appurtenant to the units (hereinafter referred to as "dock spaces" or "slips"). Notwithstanding the right of the Association to enforce these Rules and Regulations, the Association and/or committee members shall not be liable to any owner or other person or entity for any damage to persons or property caused by a slip owner's failure to comply with these Rules and Regulations.

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

GENERAL

1. The President of the Board will appoint a committee to oversee the Marina. This committee will be called the Marina Committee. The Marina Committee will act as advisors to the Board. The Board will maintain the right to accept or reject any decisions made by the Marina Committee. The Marina Committee will be responsible for ongoing inspections of both the Marina property and of the vessels stored in the dock spaces. If the Marina Committee deems that a dock space owner must correct a deficiency, they will notify the dock space owner of their finding. If the

3

- dock space owner does not correct the deficiency or feels the finding is incorrect, he may appeal to the Board and it will adjudicate the situation.
- 2. Except as permitted by the Board, all vessels stored in the Marina must be recreational in appearance. No commercial advertisements shall be posted or circulated at the Marina, nor shall any commercial business of any kind be solicited or transacted at the Marina.
- 3. Ownership of a dock space on the Association's property is exclusively for members of Jupiter Cove Condominium Association, Inc. d/b/a Jupiter Cove Yacht Club. Dock space usage is for the owners of the dock spaces or their approved renters. Usage of dock spaces may be granted for an approved renter only by written approval of the Board or the Marina Committee. Prior to any approval, the Marina Committee or the Board may request certain information be provided for review. The Board may withdraw such approval for cause. If approval is withdrawn, the vessel in that dock space must be removed within 72 hours from the date the notification of the approval has been rescinded.
- 4. A vessel moored in a dock space appurtenant to a unit owned by an individual must be owned or leased by the owner of the unit to which such dock space is appurtenant, or an approved renter occupying the unit to which the dock space is appurtenant. A renter approved to occupy a unit is also required to submit the required documentation concerning his/her vessel to the Board or Marina Committee for approval prior to mooring such vessel in a dock space.

Any vessel moored in a dock space appurtenant to a unit owned by an entity must be owned by such entity or, with respect to a unit owned by a corporation, by an officer of the corporation, or, with respect to a unit owned by a partnership, a partner of the partnership, or, with respect to a unit owned by a limited liability company, or, with respect to a unit owned by a trust, the grantor(s) or trustee(s) of the trust, or a beneficiary of the trust who is approved to occupy the unit by the Board.

With respect to units owned or leased by a natural person, no vessel moored in a dock space appurtenant to such a unit shall be used or operated by guests or non-resident family members of the owner or approved lessee of the unit unless accompanied by such owner or lessee of the unit or a member of the owner's or lessee's household residing in the unit with such owner or lessee.

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

- 5. Pets brought into the Marina shall be leashed (when not on a vessel) and attended to at all times. Pet owners are responsible for cleaning up after their pets. The Board or Marina Committee shall have the right to order the removal of any pet that is considered a nuisance in the Board or Marina Committee's sole and absolute discretion. In such event, the Board or Marina Committee shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Marina.
- 6. Subject to the requirements of the Declaration, in the event a unit owner, or a prior owner, makes or has made alterations or improvements to his/her slip, the current unit owner shall be responsible for all maintenance, repair and replacement associated with such alterations or

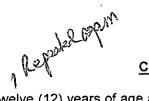
- improvements. In all cases, the owner of the slip is fully liable for any damage caused by or grievance associated with a vessel moored in his/her slip or the area adjacent to his/her slip.
- 7. The Board or Marina Committee may request information as to the identity of persons who use vessels within the Marina, however neither the Board nor Marina Committee shall be responsible for determining the validity of such identities.
- 8. Dock space owners shall be responsible for the conduct and actions of the captain, crew and/or agents employed by the dock space owner for the operation and maintenance of the vessel stored in his dock space. All persons performing work in the Marina must have appropriate licenses, be covered by liability insurance in an amount of no less than \$500,000.00 per occurrence and perform all work in accordance with all applicable building or other codes.
- 9. In the event of theft, vandalism or property loss to a vessel in the Marina, or if the Association its directors, committee members, employees, and/or agents board, move or secure a boat for any reason the Association or Marina Committee deems necessary, the boat owner agrees to hold the Association, its directors, committee members, employees and agents harmless from liability, damages, injury, losses and costs, including, but not limited to, reasonable attorney's fees, at both the trial and appellate level, caused in whole or in part by any act, omission or default, or negligence, including gross negligence, of the Association, its directors, committee members, employees and/or agents arising from of related to the moving, boarding or securing of the owner's vessel.
- 10. The rights and remedies of the Association available under the Declaration and By-Laws shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by or at law or in equity.
- 11. In the event a dock space owner has not affected a satisfactory response to a directive by the Association within the allotted time, the Association may take certain steps to achieve their demands. The Association has the authority to impose a fine in accordance with the Declaration or By-Laws, as amended.
- 12. If the Association considers legal action necessary to enforce these Marina Rules and Regulations, the Association reserves the right to bring suit and recover all costs, and attorneys' fees, including, but not limited to, pre-suit, trial and appellate attorneys' fees, as the prevailing party.
- 13. Dock owners and lessees are responsible for the ship shape appearance of their vessels, boat space and the Marina in general. Hanging of clothes and towels for drying and miscellaneous gear in view will not be permitted. Sails may be dried, but must be stored immediately after drying. An orderly arrangement of electric lines, water hoses, etc., must be maintained. Any electric, telephone or other cable extending from a vessel to the Marina must be Underwriters Laboratories ("UL") approved for a marine environment and marine use. There cannot be anything that could impede or trip people from walking on the sidewalk. There cannot be anything on the finger piers without the written approval of the Board or Marina Committee.
- 14. Exceptions to these By-Laws could be allowed if a request for such an exception is submitted to the Board or Marina Committee and approved in writing. Only special circumstances would be grounds for such an exception and such requests will be reviewed on a case-by-case, situation-by-situation basis and the ruling by the Board will be final. Similar requests by others will not be a basis for an approval.

15. Fishing, swimming and/or diving from the finger piers is not allowed. Diving is permitted solely for the purpose of maintenance or repair of vessels or the Marina property.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

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





CHILDREN

22. Children under twelve (12) years of age are not allowed in the Marina unless accompanied and supervised by an adult resident.

VESSEL REGULATIONS

- 23. Except as specifically otherwise provided in Rule 4 of these Marina Rules and Regulations, all vessels docked at the Marina must be registered or documented in the name of the slip owner or the renter approved to use the dock space. A copy of the current vessel registration or document must be submitted to the Association prior to occupancy of the dock space and from time to time thereafter upon renewal of the registration. This information may be submitted separately or as part of the Boat Data Sheet required under Section 26 of these Marina Rules and Regulations.
- 24. The Board of Directors reserves the right to approve all vessels that are stored within the Marina property. The minimum standards for such approval shall be the compliance of the vessel with the requirements of the Declaration and these Rules and Regulations, as amended from time to time. Prior to occupancy of the dock space, the dock space owner may be requested to make the vessel available for inspection by the Board or Marina Committee. The requested inspection would be on the date and the time mutually agreed to by both parties. The granting of approval for a vessel shall not, however, be deemed to create any liability of the Association or its directors, officers, representatives, employees, agents or members as to the unsafe or un-seaworthy condition of any vessel or any damage to person or property arising therefrom. The Association shall have the right (but shall not be required) to remove any vessel from the Marina that fails to comply with these Rules and Regulations. Each dock space owner agrees to indemnify and hold harmless the Association, its directors, officers, representatives, agents and employees for and from any and all loss or damage incurred in connection with the exercise or nonexercise of the Association's rights hereunder.
- 25. The Association reserves the right to inspect lift mechanisms and their supporting structure. If the Association deems that a vessel's lift mechanism or supporting structure is unsafe, the slip owner will be requested to take immediate steps to correct the situation.
- 26. As a prerequisite to store a vessel in the Marina, boat owners must complete a "Vessel Data Sheet". This sheet will include, but not be limited to:
 - a. Dock space number
 - b. Dock space owner's Name and address (North and South)
 - c. Insurance carrier
 - d. Type and amount of insurance
 - e. Boat owner's name (if different than the slip owner)
 - f. Boat name
 - g. Registration or document number
 - h. Overall length
 - i. Draft
 - i. Captain or operator's name, address and telephone number.
 - k. Emergency contact name, address and telephone number.
- 27. Vessels including all platforms and protrusions may not extend beyond the boundary length of the dock space's occupancy limit. The occupancy limit is the distance within the dock space (dock space A-1 thru A-28) that extends from the northern edge of the common element

sidewalk towards the waters of the marina basin. The limit for dock space B-2 thru B-20 is the distance within the slips that extends from the adjacent sea wall towards the waters of the marina basin. Dock space B-1 is parallel to the northern wall of the marina and is limited to a boat 46 feet of overall length. Any variance from the occupancy limits indicated must be submitted in writing to the Board for approval. An approval of a special occupancy limit shall not be deemed as the consent or approval of any other variance, whether or not requested. All approved variances from the dock space occupancy limit are temporary and are not transferable. The Board, solely at the Board's discretion, may revoke variances at any time.

28. OCCUPANCY LIMITS

a.	Slip A-1	<u>48'</u>
b.	Slip A-2 thru A-28	42'
C.	Slip B-1	46' (Overall Boat length)
d.	Slip B-2 thru B-4	<u>45'</u>
e.	Slip B-5 thru B-17	<u>42'</u>
f.	Slip B-18	<u>46'</u>
g.	Slip B-19 thru B-20	<u>48'</u>
ĥ.	Slip B-21 thru B-23	46'
i.	Slip B-24 thru B-39	42'
j.	Slip B-30	46'

29. Each vessel must have such sanitary equipment on board as is required by all applicable federal, state and local authorities. No vessel shall he deemed to be in compliance with this paragraph if such equipment is not fully operational or if such equipment such as a holding tank or approved marine sanitary system is bypassed or altered contrary to such requirements. In no event shall the discharged of any sewage or any other substance (other than bilge water) be made into the waters of the Marina.

MARINA CENTER REGULATIONS AND USE RESTRICTIONS AND USE RESTRICTIONS

- 30. All owners and occupants of slips and operators of vessels, and their respective tenants, guests and family members, shall at all times comply with the DEP Permits, as the same may be amended from time to time.
- 31. All operators of vessels shall observe all posted signs, speed limited and other rules when in the waters of the Marina and the adjoining waters. Vessels operating within the Marina must proceed at a very slow speed. The Marina is a "no wake zone" which must be observed at all times.
- 32. Overnight stays are not permitted aboard any vessel moored within the Marina.
- 33. Each dock space owner is solely responsible for the proper mooring of their vessel and is required to maintain mooring lines in good condition and sufficient to secure their vessel at all times. The Board or Marina Committee may declare that the vessel's mooring lines are insufficient, unsafe or are potentially hazardous and the boat owner, after notification, will be obliged to correct any deficiency declared by the Board or Marina Committee. If in the event corrections are not effected within the time specified the Board or Marina Committee may make the necessary corrections and all expenses incurred by the Association in connection with such corrections shall be a lien against the owner's unit collectible in the same manner as assessments pursuant to the Declaration.

- 34. Dock space owners will not use, or permit the use of the dock spaces or any part thereof for any unlawful purpose or purposes prohibited by the Association and shall not do or permit any act or thing which would constitute a public or private nuisance, waste, annoyance or otherwise cause damage to the Association or its members and surrounding property, or which would invalidate any policies of insurance, or increase the premiums thereof, now or hereafter written on the Marina. Dock space owners shall observe, at all times, all laws, zoning ordinances and regulations of all governmental or gusai-governmental entities claiming jurisdiction over the Marina.
- 35. Dock space owners, lessees, their families and guests shall not make or permit at any time, any noises disturbing to owners or residents. Exhausts are to be properly muffled and there shall be no loud revving of engines. Radio and TV volume are to be kept at a low level and there are to be no loud parties. Generators may only be used in emergencies or when electricity is unavailable.
- 36. Open fires are not permitted in any portion of the Marina.
- 37. Fish or other marine life of any kind shall not be cleaned, prepared or processed in any manner at the boat slips. When fish or other marine life is cleaned at the Marina, the approved fish cleaning stations must be used and the Marina property shall be left in a clean and sanitary condition.
- 38. The Association may permit police, U.S. Coast Guard and similar marine enforcement authorities to dock and moor boats and vessels on any portion(s) of the Marina, including unoccupied dock spaces on a temporary basis.
- 39. Sailboat owners are required to tie off halyards. If this is not done and the slapping of halyards occurs, the Board or Marina Committee shall be authorized to board the vessel and tie off the halyards.
- 40. All vessel maintenance shall be shall be performed so as to minimize any disturbance to other dock space owners and their vessels. A quiet time, a no loud or offensive noise period, will be observed between the hours of 8:00 A.M. and 5:00 P.M. Monday through Saturday and all day Sunday.
- 41. Vessels operating during the nighttime shall be properly equipped with operational navigational lights.

 42. The Association will supply a dock box for every dock space. No dock boxes other than the dock boxes supplied by the Association are allowed. The supplied dock box will sensely of the Association are allowed. property of the Association and each slip owner will have the exclusive right of usage. Personalizing, modifying or altering the box, in any way, is not allowed.
 - 43. Nothing other than marine docking lines or devices may be attached to any dock or piling without the prior written approval of the Association. Nothing may be placed on the finger piers without written approval of the Association. Any electric, telephone or other cable extending from a vessel to the Marina must be Underwriters Laboratories (UL) approved for a marine environment and marine use.
 - 44. No sign or advertisement of any kind shall be displayed to the public view at the Marina without the prior written consent of the Association, except for lettering, registration numbers, flags and

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