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HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by and return to:
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**CERTIFICATE OF AMENDMENT TO RULES
AND REGUALTIONS FOR
ISLAND PLACE AT NORTH BAY VILLAGE, A CONDOMINIUM**

ISLAND PLACE AT NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation (the "**Association**"), organized pursuant to Chapter 718, Florida Statutes, et seq., for the purpose of managing and operating the real property referenced in the declaration, as defined in and according to the Declaration of Condominium for Island Place at North Bay Village, a Condominium, as recorded in Official Records Book 21451, at Page 0105, of the Public Records of Miami-Dade County, Florida (the "**Declaration**"), hereby certifies that on the 29 day of July, 2014, at a duly and properly noticed and called meeting of directors of the Association at which a quorum was present, the requisite directors present at a meeting duly called for the purpose of adopting amended and restated rules and regulations, approved and adopted, in accordance with Chapter 718, Florida Statutes and applicable law. The Amended and Restated Rules and Regulations so approved are attached hereto and made a part of the governing documents pursuant to Section 11.1(f) of the Declaration.

Signed, Sealed And Delivered
in The Presence Of:

ISLAND PLACE AT NORTH BAY
CONDOMINIUM ASSOCIATION, INC. a
not-for-profit Florida corporation

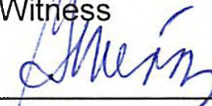


Witness

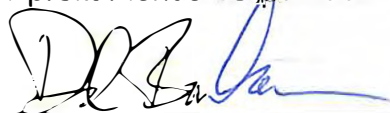


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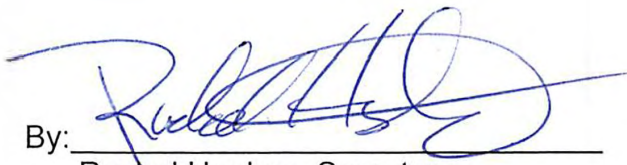


Witness


Witness

By: 

David Bonham, President

By: 

Rachel Hughes, Secretary

AMENDED AND RESTATED RULES AND REGULATIONS
ISLAND PLACE AT NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC.

EFFECTIVE JULY 29, 2014

ISLAND PLACE AT NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC. ("Association") met at a duly noticed meeting of owners and has voted affirmatively to adopt the following Amended and Restated Rules and Regulations to maintain high standards, pleasant living conditions, and for the common welfare and best interest of all ISLAND PLACE AT NORTH BAY VILLAGE CONDOMINIUM owners, tenants and guests. Compliance is essential.

These Amended and Restated Rules and Regulations (referred to as "Rules and Regulations") shall apply to and be binding upon all Unit Owners, their families, guests, invitees, licensees, tenants, occupants, employees, agents and all other such persons (such persons other than Owner may be referred to as "Owner's Invitees"). Owners are responsible for the compliance of all Owner's Invitees.

These Amended and Restated Rules and Regulations supplement the Declaration of Condominium for Island Place at North Bay Village, A Condominium, recorded in Official Records Book 21451, Page 0105 of the public records of Miami-Dade County, as such has been amended and supplemented from time to time ("Declaration"). All capitalized terms shall have the meaning ascribed to them in the Declaration. The use of the word "Common Areas" is defined as the Common Elements. If there are similar headings or rules, both rules shall be applied to the extent possible, with the exception of any direct inconsistency or conflict. The Association shall not bear any liability for the consequences of the rules to be impose and Owners and as applicable, Owner's Invitees shall hold the Association harmless and shall indemnify the Association from and against any and all claims for damages, costs, sums, expenses, liabilities, judgments, fees and costs (including attorney's fees and costs through trial and any and all appeals) in connection with the enforcement of such rules and regulations.

For clarification, Occupants are those that are living in a Unit for greater than two weeks in any calendar year or have an intent to live in the Unit longer than two weeks in any calendar year or where the Owner is receiving compensation of any kind or if the person is otherwise not a Guest. Guests are those who are visiting an Owner or Occupant for a period of time less than two weeks in a calendar year with no intention of residing in the Unit for more than than two weeks and in which the Owner does not benefit from compensation of any kind.

I. SALE AND LEASING OF UNITS

- 1-1. The Association has the absolute right to approve or deny any sale or lease of any Unit to any person or entity in the Association's sole discretion. Further the Association has the right to approve any Occupant whether or not such person is leasing a Unit and such approval may be withheld in the Association's sole discretion. Before any person may purchase, lease, reside in or otherwise occupy the Unit (other than a Guest who may occupy the Unit subject to the restrictions of the governing documents, including, without limitation, these Rules and Regulations and such other restrictions as the Association

may determine) such person must have a written approval of the Association. The Association shall not be responsible for or have any liability for the denial of any contract or agreement for sale, lease or occupancy which is fully executed prior to Association approval, which may be withheld in Association's sole discretion. A complete, accurate and legible copy of any contract or agreement for sale, lease or occupancy, together with an application for sale or lease approval, application for occupancy approval, and any other documents required by the Association as well as all applicable fees, must be timely submitted to the Association for the Association's review. The Association is not responsible for deadlines or delays so it is encouraged to submit the application and documents, together with the required fees as quickly as possible to avoid issues.

- 1-2. All Owners and Occupants over the age of seventeen (17) shall be included in any application screened by the Association or another company selected by the Association to conduct background and credit checks prior to approval or disapproval of any sale or lease, and no such person may occupy any Unit unless they have been screened and approved. Each individual to be screened shall pay a non-refundable screening fee to the Association to cover the costs of the background check, credit check and approval process. The fee must be paid before the approval process may commence. This screening provision does not apply to Guests.
- 1-3. Any Owner or Occupant who desires to extend or renew an existing lease shall submit the lease, amendment or other documentation relating to the extension or renewal of the existing lease for approval, which approval may be withheld in the Association's sole discretion. All occupants over the age of 17 shall be subject to screening (or re-screening as applicable). Approvals are required annually even if the lease is for a greater period of time.
- 1-4. In addition to other requirements for approval, no lease or rental arrangement of any kind shall be approved without payment of all deposits to the Association. A security deposit equal to one month's rent or One Thousand Dollars (\$1,000.00), whichever is greater, shall be received by the Association prior to entry into the Unit. All fines assessed and the cost of repair of any damage to the Common Areas of the building or the facilities by any Unit Owner, Occupant, Guest or other Owner's Invitees may be deducted from this deposit. The balance of the deposit not deducted may be refunded within thirty (30) days of the Occupant vacating the Unit and to obtain such return, the Occupant must provide a forwarding address in writing to the Association. Proof of payment to the Association of the security deposit will be required if not already on file with the Association.
- 1-5. Expired leases are not permitted to continue on a month to month or similar basis. Any renewal of any lease must be submitted to the Association for review and approval at least thirty (30) days prior to the expiration of the existing lease.
- 1-6. No Unit may be leased for a term of less than six (6) months. No Unit that has been leased may be sublet/subleased to another person without express written approval from the Association.

ISLAND PLACE AT NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC.
Amended Rules and Regulations
Adopted July 29, 2014

- 1-7. No Unit owner or their realtor or other agent may maintain any lock box or other container for keys or any materials related to the sale or lease of the Unit anywhere on the Condominium Property without express written approval of the Association. Any such box or other container placed anywhere on the Condominium Property shall be removed and any expense related to the same shall be charged to the Owner. The Association shall have no liability for any loss or damage of any kind resulting from its actions pursuant to this Section I of the Rules and Regulations.
- 1-8. In addition to other requirements of approval, purchasers of Units shall pay two months of maintenance fees in addition to any other amounts due as a capital contribution to the improvements of the Association.

II. PETS

- 2-1. No animals are permitted on Condominium Property with the following specific and limited exceptions: dogs, domestic cats, birds and tropical fish, all with the specific limitations described in this and the following paragraphs. Pit bulls and pit bull mixes are prohibited. The total number of all pets which may be kept in a Unit shall not exceed two (2), tropical fish excluded, provided that any fish tank is a maximum of one hundred gallons. The total weight of all pets belonging to any Owner or Owner's Invitee, kept or maintained in a Unit, shall not exceed sixty pounds in the aggregate. The only location permissible to maintain or keep a pet, other than for routine walks or to leave or enter the Condominium Property, is the Unit.
- 2-2. Prior to entry into the Condominium Property, all pets must be registered and approved by the Association in accordance with the Association's procedures and requirements for approval. FAILURE TO COMPLY WITH THIS PROVISION SHALL BE GROUNDS TO PROHIBIT ENTRY OF THE PET OR SUBJECT THE PET TO REMOVAL FROM THE PROPERTY BY ANY LAWFUL MEANS AND AT THE PET OWNER'S, UNIT OWNER'S AND OCCUPANT'S EXPENSE.
- 2-3. For each pet maintained or kept on Condominium Property (with the exception of fish), the Owner or Owner's Invitee, as applicable, must remit a One Thousand Dollar (\$1,000.00) pet deposit to the Association for each such pet, of which Five Hundred Dollars (\$500.00) is non-refundable. Any pet which was maintained in any Unit prior to the effective date of these Rules and Regulations is exempt from this provision, provided that the dog or cat is registered with the Association within thirty (30) days of the effective date of these Rules and Regulations in accordance with paragraph 2-2.
- 2-4. All pets and their owners and caretakers shall comply with all applicable laws and ordinances relating to pets and owners and Unit Owners, the pet owner and Occupants shall be jointly and severally responsible for the costs and damages associated with any non-compliance. The Association may take any and all actions in connection with any

ISLAND PLACE AT NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC.
Amended Rules and Regulations
Adopted July 29, 2014

such violations.

- 2-5. Current vaccination and weight records for dogs must be provided to the Association at least once each calendar year.
- 2-6. All pets must be carried, caged or kept on a short leash (less than six feet) at all times when outside the Unit, including elevators, common areas and the parking lot. Dogs shall not be allowed to jump on or bother Owners or Owner's Invitees.
- 2-7. Pets are not allowed in any interior or exterior common areas of the Condominium Property unless in transit to or from a Unit and the exterior of the building. No pets are allowed on the pool deck or in or around the pool area and patio. Pets shall not be allowed to walk on the lawn or other landscaping of the building. Pets may not be a nuisance to Owners or Owner's Invitees.
- 2-8. All pets must be taken off the Condominium Property to areas designated by the city or county for the animals to urinate or defecate. No pet may urinate or defecate anywhere on the Condominium Property. Dogs shall not be allowed to urinate or defecate on any patio or balcony.
- 2-9. Pets shall not be allowed on the balcony of a Unit unless a Unit Owner or Owner's Invitee is present. Dogs shall not be allowed to bark or howl from any patio or balcony at any time. Pets shall not be permitted to make such noise inside any Unit in a manner which interferes with the use and quiet enjoyment of the Owners and Owner's Invitees. Birds shall not be kept on the patio or balcony if they make noise which is audible from the street, parking lot or another Unit. Pets may not be noisy or create noise that is disturbing to Owners or Owner's Invitees.
- 2-10. The Occupant and the Owner of such Unit shall be fully and jointly responsible for any damage to persons or property caused by a pet and for any violation of the governing documents of the Association in connection with a pet.
- 2-11. Guests are not permitted to bring pets onto the Condominium Property.
- 2-12. Any pets which are required to be permitted pursuant to federal, state or local law but otherwise prohibited on Condominium Property by the governing documents of the Association shall be governed by the same Rules and Regulations above, but may be admitted to the Condominium Property under the specific provisions for approval established by the Board of Directors and which are available in the Association office.
- 2-13. The pet owner, Owner's Invitee and Owner shall be jointly and severally liable for and shall pay all damages, sums, liabilities, suits, actions, monies, expenses, fees and costs (including, without limitation, reasonable attorneys' fees and costs at any level and

through trial and any and all appeals), incurred by the Association in connection with any pet.

III. MOVING AND USE OF ELEVATORS

- 3-1. Any Owner or Occupant who intends to move into or move out of any Unit must: (1) obtain approval from the Association at least forty-eight (48) hours in advance; and (2) pay a Five Hundred Dollar (\$500) refundable moving deposit by check or money order. The deposit may be returned if the Condominium Property is free of any damage and the Owner or Occupant or the Owner's Invitees observed all of the requirements of the Association. Due to the need to review these matters, Owners and Owner's Invitees are requested to await the return of the deposit for no less than two business days after completion of the move.
- 3-2. Owners and Owner's Invitees shall be liable for any damage which they or their moving company/personnel cause to the Condominium Property when moving furniture or other objects into or out of the Condominium Property. Any damage or cleaning that is performed by the Association shall be deducted from the deposit. If the deposit is insufficient to cover the repairs or cleaning, the Association may pursue legal action or other means to be reimbursed for any damages caused by the move, including without limitation retaining some or all of any deposits held by the Association related to the offending person and/or Unit, fines, injunctive relief, or any such other action the Association deems appropriate.
- 3-3. Only the North service elevator may be used when moving any furniture, appliances or large objects. Elevator pads must be used when moving furniture, appliances or large items in the elevator. Approved pads may be installed and removed by the Association or designated agent. No moving of furniture, appliances or large items shall be allowed without appropriate padding in place.
- 3-4. The Owner or Occupant shall ensure that the entire lobby floor and any upper floor (if applicable) shall be protected by a rubber mat or other suitable device to keep the floor from being scratched or damaged during moves.
- 3-5. Moving into or out of any Unit shall only be allowed Monday through Friday between the hours of 9:00 a.m. and 4:00 p.m. If the move is not completed within the specified time, there shall be an additional charge of One Hundred Dollars (\$100) for each hour (or portion thereof) and this does not mean that an Owner or Occupant may continue after such hours, only that in addition to a violation there will be a charge for the additional costs to the Association. There shall be no deliveries or moving in or out of a Unit on the weekends or legal holidays.
- 3-6. Moving shall be done through the back (North) double doors. No moving shall be allowed through any other doorway unless approved by the Association in writing.

ISLAND PLACE AT NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC.
Amended Rules and Regulations
Adopted July 29, 2014

- 3-7. No one may leave used appliances, furniture, construction materials or debris, or any similar items, in the common areas of the Condominium Property, including without limitation, the parking lot, trash room and mechanical room, pool, gym, or other Common Areas. Anyone who violates this provision shall incur a minimum \$250.00 fee for costs incurred per violation.

IV. SECURITY AND GUESTS

- 4-1. The building's exterior doors shall be kept closed and locked at all times. To enter the the building all Owners or Occupants must have an entry card, key, or electronic keypad code for the doors, which may be purchased from the Association. No one is to be allowed onto the Condominium Property unless they are an Owner, an Occupant or a Guest or Owner's Invitee with an Occupant or Owner's permission and in accordance with the governing documents of the Association. No person who is not an Owner or current Occupant should possess entrance keys, entrance cards or other access to the building.
- 4-2. Owners or Occupants shall meet all Guests at the door or buzz them in after the Guest contacts them on the intercom/telephone. No one shall be admitted into the Condominium Property by anyone at the entrance to the building who (1) is not an Occupant or Owner and (2) does not have a key, entry card or other lawful means of gaining access to the Condominium Property.
- 4-3. The Association may require identification upon entering the Condominium Property. All Owners and Owner Invitees must comply with security procedures established by the Board, and persons not complying with such requirements may be prohibited from entering the Condominium Property if they refuse or fail to comply.
- 4-4. Owners and Occupants are responsible for all actions of the Owner's Invitees. Any Guest who fails or refuses to abide by the Rules and Regulations may be escorted off the Condominium Property as a trespasser, may be permanently banned from the Condominium Property, and further action may be taken as the Association may determine.

V. CONSTRUCTION OR MODIFICATION INSIDE UNITS

- 5-1. No noisy construction, remodeling or other related activity shall be allowed in any Unit at any time except Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m. No construction, remodeling or other related activity shall be allowed at any other times except in an emergency as may be determined by the Association.
- 5-2. No one may perform repairs, construction or other work on the Condominium Property

ISLAND PLACE AT NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC.
Amended Rules and Regulations
Adopted July 29, 2014

unless they have provided a copy of their current license and insurance to the Association and received a permit slip for the period indicated from the Association. If an Owner or Occupant is performing his or her own repairs, such repairs are minor, and no permits are required by a governmental body, the Association shall not require the Owner or Occupant to have a license for such work.

- 5-3. No construction, remodeling, alterations, repairs or other related activity of any kind shall be allowed in any Unit without (1) prior written approval of the Association as provided above; (2) payment of a \$500.00 refundable construction deposit; and (3) copies of all required permits. The deposit shall be refunded if no damage has been caused to the Condominium Property, or if the Unit owner has repaired all such damage at the time specified by the Association and to the Association's complete satisfaction, which satisfaction is in the Association's sole discretion. The failure to repair such damage as the Association requires shall cause the deposit to be likewise forfeited. To the extent such damage is not repaired the Owner and Owner's Invitees shall be liable for the difference and the Association may take any and all actions provided under the governing documents, fines or actions in law or equity, all as the Association may determine in the Association's sole discretion, to recover same.
- 5-4. Other than on the ground floor, Unit owners shall have installed underneath hard surface floor covering (i.e., tile, marble, hardwood floors) an accepted and approved material (for example, without limitation, cork of appropriate thickness) so that the floors will be adequately soundproofed, with the permissible exception for the entrance area, the bathrooms and balcony. Installation of any tile, marble, wood or other non-carpeted floor covering must be approved in advance and in writing by the Association. Failure to comply with this provision may result in the material being removed at the Owner's expense, among other fees, costs or actions the Association may take in the Association's sole discretion.
- 5-5. All trash, debris, timber, plastic, paper, tools, garbage, wires, piping, nails, screws, plaster, paint, dust, sand, dirt, tile, brick, stone, paint, cement, debris, tools, equipment and any other materials related to any construction, alterations, renovation, repairs or remodeling shall be removed from the hallways and other common areas daily. The Owner or Occupant may be charged and/or fined for any cleanup that is required in addition to any and all other remedies available to the Association. No construction debris or equipment shall be left in the Common Areas at any time.
- 5-6. No interior of any Unit may be altered in any manner which would have any effect on the structural elements of the building or its electrical, mechanical, air conditioning or plumbing systems or on any of the Common or Limited Common Elements without the prior written consent of the Association, which may be withheld in the Association's sole discretion.

VI. BALCONIES, WINDOWS AND EXTERIORS

- 6-1. No exterior walls, windows or other surfaces of any Unit may be painted, decorated or modified in any manner without special permission of the Association, which permission may be withheld in the Association's sole discretion.
- 6-2. Nothing may be done which causes damage to the concrete flooring of any balcony.
- 6-3. The exterior face of all window decorations (draperies, shades, blinds, etc.) must be a neutral color (limited to shades of white or light beige). No reflective material of any kind (aluminum foil, reflective tint, etc.) are permitted on the windows or glass doors without written permission of the Association. No masking tape or other tape may be placed on the windows at any time in such a manner that it is visible from the street unless it is contemporaneous with a hurricane warning and provided that such tape is removed immediately after the hurricane warning has been lifted.
- 6-4. Balconies are to be kept clean and in good appearance at all times. Balconies are not to be used as storage units and shall not appear cluttered. No tables or other furniture may be placed on balconies which extend higher than the railing or side of the balcony.
- 6-5. No linens, cloths, clothing, curtains, rugs, mops, laundry or other items may be hung or placed on balconies or railings where they may be visible from the street below.
- 6-6. Nothing may be thrown, poured, swept, shaken or allowed to fall from the balconies or windows. Cigarettes, cigars and matches are particularly dangerous and must not be tossed over the balconies as they may cause injury to people and property below. Nor shall anyone sweep or wash dirt, debris, water or any other item or substance from a balcony in such a manner that causes it to fall toward the ground, other balconies, or property below.
- 6-7. No cooking or grilling is allowed on the balconies at any time.
- 6-8. No signs (except small security signs from a recognized security company), advertisements or notices shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of the Condominium Property without the approval of the Association.
- 6-9. In the event of a hurricane warning being issued by the authorities, all items must be removed from the patios and balconies. The same applies if any Unit is to be left vacant at any time between July 1 and November 30 of each year.
- 6-10. Accordion hurricane shutters may be installed by any Owner with written approval from the Association, which shall not be unreasonably withheld. All shutters shall be white in color and shall substantially conform to those already installed on the building.

ISLAND PLACE AT NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC.
Amended Rules and Regulations
Adopted July 29, 2014

- 6-11. Balconies are to be used in such a manner as to not cause a disturbance or nuisance to the other occupants. No loud music, loud parties or loud voices shall be allowed on the balconies at any time.
- 6-12. A Unit Owner is permitted to respectfully display the United States flag.
- 6-13. Exterior surfaces of Unit doorways opening into the common hallway, including without limitation peepholes, door handles and locks, shall not be painted, modified, changed or altered in any way without express written permission from the Association. No door or doorway decorations are permitted without express written permission from the Association. All exterior doors shall be painted the same color (currently bright white semi-gloss). All door hardware shall be uniform with that originally installed by the developer of the Condominium (i.e., chrome finish).
- 6-14. The exterior of the Units and all other exterior areas appurtenant to any Unit, including without limitation balcony walls, railings, ceilings, floors and doors, shall not be painted, decorated, altered or modified without the prior written consent of the Association, which may be withheld in the Association's sole discretion.
- 6-15. Nothing, including without limitation, radio or television aerials or antennas, satellite dishes, wires or cables, notices or advertisements, awnings, curtains, shades, window guards, light reflective materials, fans, awnings, canopies, air conditioners or other items shall be affixed or attached to the exterior of any Unit, exterior walls, balconies, windows or doors without the prior written consent of the Association. No one may alter the outside appearance of any window of any Unit without the prior written consent of Association, which may be withheld in the Association's sole discretion.
- 6-16. Proper attire should be worn in any area visible to others.

VII. NOISE IN THE BUILDING

- 7-1. Noises that create a disturbance to the other residents are prohibited, regardless of the source of the noise or whether the noise is inside or outside a Unit. Noises such as from stereos, radios, amplifiers, televisions, musical instruments, or other noises shall be at a reasonable volume at all times so as not to disturb other residents.
- 7-2. All residents shall comply with all applicable noise laws and ordinances. Unless required to be earlier pursuant to local laws, ordinances or regulations, noises should not be audible outside of a Unit at the times posted in the office of the Association, which initially is Sunday through Friday after 9:30 p.m. to 9:00 a.m. the following day and on Saturdays after 11:00 p.m. to 9:00 a.m. the following day.

VIII. BUILDING INTERIORS, HALLWAYS, DOORWAYS, STAIRWAYS, FIRE EXITS, AND ENTRANCES

- 8-1. Sidewalks, doors, entrances, passages, elevators, stairways, hallways and all of the Common Areas shall not be obstructed, encumbered or used for any purpose other than ingress and egress to and from a Unit or for the purpose for which it was intended (by way of example only, the pool or gym). Doorways to individual Units shall not be blocked or obstructed in any way. Fire exits shall not be obstructed in any manner. **BUILDING INTERIORS, HALLWAYS, DOORWAYS, STAIRWAYS, FIRE EXITS, ENTRANCES SHOULD BE KEPT CLEAR AT ALL TIMES.**
- 8-2. The personal property of all persons must be stored within the Unit or assigned storage area. All Unit doorways, hallways and other Common Areas must be kept free of debris, trash, and other items or material. No one shall sweep or throw from their Unit any dirt, trash, debris or other substance into any of the doorways, hallways, stairwells, balconies, elevators, parking areas or other Common Areas.
- 8-3. No door mats, area rugs, decorations, figurines or similar items are permitted in hallways. No mail or trash may be left in the hallways, on the floor, common area tables or furniture at any time.
- 8-4. Children and pets are not allowed to play or loiter in the hallways or Common Areas.
- 8-5. No one is allowed to keep, maintain, store or place, either temporarily or permanently, any item in or on the Common Areas.
- 8-6. These provisions shall not apply to Owners or Occupants moving into or out of a Unit with consent from the Association in accordance with these Rules and Regulations and the governing documents of the Association.

IX. VEHICLES AND PARKING

- 9-1. Each residential Unit has one assigned parking space. No one may park in a parking space unless it is specifically assigned to their Unit. Parking spaces may not be used for anything other than parking of private vehicles assigned to that Unit.
- 9-2. Parking of vehicles shall be within the painted lines for the parking space assigned to the Unit. No parking shall be in such a manner that impedes access to or use of another parking space.
- 9-3. No vehicle shall be parked anywhere on the Condominium Property other than in appropriate

ISLAND PLACE AT NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC.
Amended Rules and Regulations
Adopted July 29, 2014

designated parking spaces. Any vehicle parked inappropriately or otherwise not in conformity with these Rules and Regulations and the governing documents of the Association may be towed away at the vehicle owner's expense and without notice.

- 9-4. Commercial vehicles such as pick-up trucks, vans, or cars each bearing advertising, or any trailers or recreational vehicles shall not be parked in any parking space at any time and must instead park on the street or other location designated by the Association as the Association may determine.
- 9-5. A Vehicle which cannot operate under its own power shall not remain on the Condominium Property and shall be removed immediately. No service or repair or washing of any vehicle shall be performed on the Condominium Property.
- 9-6. Vehicles may not exceed the speed of five (5) miles per hour when on the Condominium Property.
- 9-7. The South facing entrance and driveway in front of the building are for loading and unloading passengers only. Vehicles shall not be left unattended on this driveway. Any vehicle violating this provision may be towed without warning at the vehicle owner's expense.
- 9-8. The parking facilities shall be used in accordance with the regulations adopted therefor from time to time by the Association, including without limitation, the requirement of parking decals to be displayed on each vehicle which shall be governed by the procedures provided by the Association.
- 9-9. Any violation of these provisions may result in the loss of parking privileges and/or the offending vehicle being towed at the vehicle owner's expense, in addition to any other available remedies such as fines, injunctive relief or other remedies available to the Association.
- 9-10. Parking on the Condominium Property is at your own risk. The Association is not responsible for damage, theft or vandalism of any vehicle or its contents.

X. SWIMMING POOL AND DECK AREA

- 10-1. There is no lifeguard on duty at any time. All persons using the pool do so at their own risk. Children under the age of sixteen (16) must be accompanied and supervised by a responsible adult at all times.
- 10-2. The swimming pool may be used only at the hours posted and the pool deck and pool area is closed to all persons at any other time.
- 10-3. All persons are required to shower pool side before entering the pool. Bathers must be dry

ISLAND PLACE AT NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC.
Amended Rules and Regulations
Adopted July 29, 2014

before entering the building. Shoes and shirts must be worn inside the building at all times when in the Common Areas.

- 10-4. Children who are not toilet trained, nude, or in regular diapers are not allowed to use the pool.
- 10-5. Users of suntan oils or other lotions are required to protect pool furniture by covering it with a towel.
- 10-6. Beverages and food shall not be consumed, set or stored anywhere on the pool deck or pool area with the exception of areas designated by the Association.
- 10-7. No glass of any kind is permitted anywhere in the pool area or deck.
- 10-8. Running and diving is prohibited in the pool area.
- 10-9. No loud noises, shouting, radios, stereos, boom boxes, musical instruments, games, or similar activities are allowed in the pool area at a level that disturbs or annoys others and at times designated by the Association at discrete levels. Disorderly, inappropriate or vulgar conduct of any kind is not allowed in the pool area or on the Condominium Property.
- 10-10. No Unit may have more than six (6) Guests at the pool area at any time without written permission from the Association. Guests must be accompanied by the Owner or Occupant at all times while using the pool and pool area.
- 10-11. Any Owner or Occupant desiring to have more than six (6) total Guests in the pool or pool area at any one time shall pay a \$250.00 refundable deposit and shall obtain written permission from the Association at least 24 hours in advance. The deposit shall be returned if the pool area is left clean, in proper order, without damage and without a violation of Association Rules and Regulations. Any required cleaning or repair shall be deducted from the deposit. If the deposit is not sufficient to repair any damage or cure any violation, the Owner and Occupant shall be assessed accordingly, and if they do not pay within thirty (30) days of written demand for same, the Association may pursue additional damages, through fines, actions in law or equity and other available remedies to the Association, including prohibiting the Owner and Occupant from use of the pool area.
- 10-12. Any person hosting or attending any party on the premises shall obey all other rules and regulations of the Association. Owners are responsible for educating their Owner Invitees regarding the rules.
- 10-13. The Owner or Occupant hosting the party is responsible for providing liability insurance for the party and naming the Association as an additional insured. The Association shall not be responsible for accidents or injuries to anyone attending the party for any reason.

XI. GYM

- 11-1. The gym is to be used at the user's own risk.
- 11-2. Only Owners, Occupants and their authorized Guests may use the gym. Guests must be accompanied by the Owner or Occupant at all times.
- 11-3. No one under the age of sixteen (16) may use the gym unless supervised by an adult.
- 11-4. Food and drinks are not allowed in the gym at any time, with the exception of water.

XII. GUESTS AND OTHERS

- 12-1 Owners and Occupants shall notify the Association in writing when Guests have their permission to use their Unit in their absence, and shall identify each Guest by full name and telephone number, as well as year, make, model and tag of any vehicle which may be parked in the Unit's designated parking space. Strangers may be asked to leave the Condominium Property and the police may be notified.
- 12-2. It is the Owner's responsibility to familiarize their Occupants and other Owner's Invitees with these Rules and Regulations. All persons entering the Condominium Property are governed by these same Rules and Regulations and must abide by them at all times. Owners and Occupants are responsible for the conduct and actions of their Owner's Invitees.
- 12-3. Guests are not allowed to invite other Guests to stay overnight or to use the facilities such as the pool and the gym.

XIII. GENERAL

- 13-1. Units are to be used for residential purposes only and solely for purposes consistent with applicable zoning laws. No commercial or business activity shall be conducted in any Unit or on the Condominium Property without written approval from the Association.
- 13-2. To the extent allowed by law or not otherwise restricted or prohibited and unless otherwise permitted by the Association in writing, occupancy of a Unit is restricted to a maximum of two adults and one child in a one bedroom Unit, and two adults and two children in a two bedroom Unit.
- 13-3. Any damage to another Unit or the Condominium Property caused by an Owner or Owner's Invitees shall be the responsibility of such Owner and Occupant. Owners and Occupants shall be responsible for all damage to other Units and the Common Areas resulting from the misuse, negligence or failure for any reason of any plumbing, electrical, mechanical system,

ISLAND PLACE AT NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC.
Amended Rules and Regulations
Adopted July 29, 2014

any appliance or personal property, any fixture or any other item belonging to Owner or Occupant or any of the Owner's Invitees.

- 13-4. Air conditioning filters in each Unit must be replaced or thoroughly cleaned at least every thirty (30) days.
- 13-5. A Unit Owner shall not permit or suffer anything to be done or kept in their Unit which will increase the insurance rates on their Unit or the Common Areas or any portion of the Condominium Property or which will obstruct or interfere with the rights of the other Owners, Occupants or the Association.
- 13-6. Bathrooms or other water apparatus and plumbing facilities on the Condominium Property shall not be used for any purpose other than those for which they were constructed and intended. Any damage resulting from misuse of any of such items shall be paid for by the associated Owner and Occupant who shall have caused such damage or whose Owner's Invitee caused such damage.
- 13-7. No Owner, Occupant or Owner's Invitee shall direct, supervise, or in any manner attempt to assert any control over, any employee of the Association.
- 13-8. Smoking is not allowed in hallways, elevators, lobby or other enclosed Common Areas. Cigarettes and cigars must be properly discarded in ashtrays or other fire-proof receptacles. Cigarette butts and ashes may not be discarded on the ground or in any trash receptacle.
- 13-9. Each Unit must provide the Association with one or more keys, keypad pass codes or other item/information in order to allow the Association to access the Unit. Any Owner or Occupant which requires the Association to open their Unit using the Association's key shall pay the Association a fee for each such incident as designated by the Association.
- 13-10. Each residential Unit must have at least one smoke detector. Smoke detectors must be functional and repaired/replaced as appropriate. Among other rights of access, access to Units must be provided to the Association upon reasonable notice to conduct inspections of the smoke detectors.
- 13-11. No flammable, combustible or explosive solids, fluids or other chemicals shall be kept in any Unit or Common Area.
- 13-12. No waterbeds are allowed in any Unit.
- 13-13. No garbage, refuse, trash or other items, such as boxes and shipping cartons, shall be left in the hallways, on any balcony, or in any other Common Areas at any time. All household garbage, refuse and other waste must be placed in an appropriate plastic garbage bag and securely tied shut before placing in the garbage chute on each floor. No liquids of any kind shall be poured into the garbage chute. No hazardous, explosive or flammable materials

ISLAND PLACE AT NORTH BAY VILLAGE CONDOMINIUM ASSOCIATION, INC.
Amended Rules and Regulations
Adopted July 29, 2014

shall be placed into garbage chute. The garbage chute is for household garbage only. No construction debris shall be placed in the chute at any time.

- 13-14. Residents may utilize a safe and appropriate propane gas or charcoal grill for the purposes of cooking food only in designated areas of the Condominium Property, if any. Any use of grills must be done in a careful manner and so as not to endanger the safety of the other persons or to cause damage to property. When finished, all fires must be fully extinguished and the grill must be properly stored or removed from the designated area.
- 13-15. Children under the age of 10 must be accompanied by an adult in the Common Areas unless an older age is specified for certain areas, including, without limitation, the pool area. Children are not allowed to run, play or lounge in the hallways, stairs, lobby or other Common Areas. Toys are not to be used or played with in the building or the Common Areas.
- 13-16. No clothes washing machines or clothes dryers are allowed inside individual Units except those which were installed by the Developer in 2002 or 2003 in the kitchen as part of the condominium conversion, or those which are of the same character.
- 13-17. Owners and Occupants are responsible for any damages to the Common Elements or Limited Common Elements caused by themselves, their family, Guests, or any other Owner's Invitees who are on the Condominium Property.
- 13-18. Food and beverages shall not be consumed outside of a Unit except in such areas as are designated for this purpose by the Association.
- 13-19. The Association and its agents, and any law enforcement personnel have authority to request that any individual or individuals leave the Condominium Property for violation of these Rules and Regulations, among other remedies available to the Association to enforce these Rules and Regulations, including, without limitation, the imposition of fines, suits for damages or injunctive relief and any and all other available remedies at law or equity.
- 13-20. If legal action is required to enforce these provisions, the Owner and Occupant shall pay all reasonable fees and costs incurred by the Association which are associated with enforcing these provisions, including, without limitation, legal fees and costs through trial and any and all appeals.
- 13-21. In the event that any Rule or Regulation heretofore set forth or hereinafter promulgated, or any sentence, clause, paragraph, phrase or word thereof is determined to be invalid or unenforceable, all remaining provisions or portions thereof shall be and shall remain in full force and effect.