RULES AND REGULATIONS FOR
SANDPIPER COVE AT BOTANICA
CONDOMINIUM ASSOCIATION, INC.
(Revised August 2021, this document supersedes all Previous Rules and Regulations for Sandpiper Cove at Botanica)

The definitions contained in the Declaration of Condominium of Sandpiper Cove at Botanica, a Condominium ("Declaration"") are incorporated herein as part of these Rules and Regulations. All references to Homeowners in these rules shall also include residents.

1. The walkways, entrances, driveways, patios, terraces, porches, courts, corridors, stairways and ramps shall not be obstructed or used for any purpose other than ingress and egress to and from the building(s) and the other portions of Sandpiper Cove at Botanica. These areas are considered part of the Common Areas.

1a. No personal articles shall be allowed to stand on any portion of the Common Areas. This includes Holiday decorations. Any and all holiday decorations must be removed one (7 calendar days) week following the holiday. At no times are holiday decorations permitted in Common Areas, which are designated as the pathways leading to the unit, driveways and landscaped areas directly adjacent to unit.

2. The exterior of the Homes and all other areas appurtenant to a Home shall not be painted, decorated or modified by any Homeowner in any manner without the prior written consent of the Board, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board.

3. No article, including but not limited to cloth, clothing, rugs, towels or mops shall be hung or shaken from the doors, windows, patios or balconies of the Homes or placed upon the outside window sills of the Homes without the prior consent of the Board. No bicycles shall be permitted on the patios or balconies. No satellite dishes shall be permitted on the Common Elements balconies, exterior walls or in any windows. Satellite dishes may only be installed in accordance with Section 17.10 of the Declaration and must be removed when no longer in use.

4. No Homeowner shall make or permit any noises that will disturb or annoy the occupants of any of the Homes or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Homeowners.

5. The use of security cameras shall be limited to the area directly in front of or behind the unit. No camera shall point in the direction or another residence or common area. Cameras are prohibited where individuals possess an expectation of privacy in or around their residence.

6. No clothesline or other similar device shall be allowed on any portion of the Common Elements or balconies.

7. No boats, boat trailers, recreational vehicles, house trailers, or motor homes, shall be placed, parked or stored within Sandpiper Cove at Botanica unless kept completely enclosed in the garage. No maintenance or repair shall be done upon or to any such vehicles. The Association shall have the right to authorize the towing away of any vehicles in violation of the foregoing with the costs to be borne by the Homeowner or violator.

8. A Homeowner shall not install any screen doors, roll-ups, storm shutters, awnings, hardware or the like without the prior written approval of the Board as to design and color and, in any event. Board approval shall not be granted unless such items substantially conform to the architectural design of the building and the design of any of such items which have been previously installed at the time Board approval is requested. Board approval, however, does not and shall not be construed to constitute approval or conformance with the County or City building codes. It shall be the responsibility of each Homeowner to check with all applicable governmental and quasi governmental agencies and to obtain the appropriate permits prior to installation of any of the foregoing items.

9. Regarding renting your unit; you are required to own your home for a minimum of one year before you can lease it to another individual. Proposed tenants are required to submit an application with a copy of the lease to the management company prior to moving into the unit. Your home may not be leased for less than 6 months. Your home can not be listed on such services as AB@B or another transient rentals.

10. Each Homeowner shall keep such Home in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors, windows, patios or balconies thereof any dirt or other substance.

11. Hurricane or other protective devices visible from outside a Home shall be of a type approved by the Board. Panel, accordion and roll-up style hurricane shutters, if approved, may not be left closed during hurricane season.

11a. No hurricane shutters may be installed before the issuance of a hurricane watch, by the National Hurricane Service encompassing the Sandpiper Cove location and must be removed no later than 10 days after cessation of the hurricane watch.

11a. Each Homeowner who plans to be absent from his Home during the hurricane season must prepare his Home prior to his departure by:

11b. Removing all furniture, potted plants and other movable objects from his porch or patio, if any;

11c. Designating a responsible firm or individual satisfactory to the Association to care for his Home should the Home suffer hurricane damage. Such firms or individuals shall contact the Association for clearance to install or remove hurricane shutters.

12. All garbage and refuse from the Homes shall be wrapped in tied plastic bags and shall be deposited with care at the alleyway curb. All garbage containers and recycle bins must be stored in the garage. All disposals shall be made in accordance with the instructions given to the Homeowner by the Association.

12a. Garbage and recyclables shall not be placed at the curb any earlier than 5:00 pm the night prior pick up. All containers must be removed from the alleyways no later than 10:00 pm on the day of pick up.

13. Water closets and other water apparatus in the Homes or upon the Common Elements shall not be used for any purpose other than those for which they were constructed. Any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Homeowner responsible for the same.

14. No Homeowner shall request or cause any employee or agent of the Association to do any private business of the Homeowner, except as shall have been approved in writing by the Association.

15. The agents and employees of the Association and any contractor or workman authorized by the Association may enter any Home at any reasonable hour of the day for the purposes permitted under the terms of the Condominium Documents. Entry will be made by prearrangement with the Homeowner, except under circumstances deemed an emergency by the Association or the manager, if any, in which case, access is deemed permitted regardless of the hour.

16. No vehicle or other possessions belonging to a Homeowner or to a member of the family or guest, invitee or lessee of a Homeowner shall be positioned in such manner as to impede or prevent ready access to another Homeowner's driveway. All vehicles parked in common parking spaces must have current tags and registered to the person(s) living in the unit.

16a. Vehicles parked in common parking areas must be moved every 72 hours.

16b. THERE SHALL BE NO PARKING PERMITTED ALONG ROADWAYS AND ALLEYWAYS OTHER THAN IN DESIGNATED SPOTS. The association may impose fines for any illegally parked vehicles. If any vehicles have to be towed and/or incur fines for illegal parking, such fines shall be the sole responsibility of the Homeowner. Further, the Association may incur fines from the Town of Jupiter if the Homeowner does not rectify any parking problem and should this be the case, the Homeowner shall be solely responsible for reimbursing the Association. The Homeowners, their family members, guests, invitees and lessees will obey the parking regulations posted in the parking areas and drives, and any other traffic regulations promulgated in the future, for the safety, comfort and convenience of the Homeowners.

16c. Except in an emergency, a Homeowner shall not cause or permit the blowing of any horn from any vehicle of which Homeowner, its family members, guests, invitees or lessees shall be occupants.

17. No Homeowner shall use or permit to be brought into the Home any flammable oils or fluids, such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property, except as may be necessary in connection with a permitted use of a patio, if any.

18. No Homeowner shall be allowed to put a mail receptacle, name or street address on any portion of his or her home, except in such place and in the manner approved by the Association for such purpose, which approval shall be based on aesthetic grounds within the sole discretion of the Board.

19. The Association may retain a passkey to each Home. If a Homeowner alters any lock or installs a new lock on any door leading into his Home, such Homeowner shall provide the Association with a key for the use of the Association and the Board.

20. Any damage to the Condominium Property or equipment of the Association caused by any Homeowner, family member, guest, invitee or lessee shall be repaired or replaced at the expense of such Homeowner.

21. Each Homeowner shall be held responsible for the actions of his or her family members, guests, invitees and lessees.

22. Food and beverage may not be prepared or consumed, except in the Home or in such other areas as may from time to time be designated by the Board. Grilling or barbecuing shall be permitted in those areas designated by the Association only.

22a. Gas grills must be a MINIMUM of 5 feet from the building and not impede the egress of other residents. Only electric girls are permitted to be used above ground level.

22b. Food may not be prepared for any commercial purpose.

23. Complaints regarding the management of the Condominium Property or regarding actions of other Homeowners shall be made in writing to the Association.

24. A Homeowner shall show no signs, advertisement or notice of any type on the Common Elements or in or upon his or her Home so as to be visible from the Common Elements or any public way.

25. A Homeowner and/or resident is permitted to keep up to two (2) domestic pets in his or her Home; However, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined). Rottweiler, Mastiff, Presa Canario, or any cross-breeds of such breeds, be permitted on any portion of the Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Condominium Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Home. No pet shall be kept tied outside a Home or on any Covered Patio/Covered Balcony or Courtyard, unless someone is present in the adjacent Home. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area. A Homeowner shall immediately pick up and remove any solid animal waste deposited by his pet. The Homeowner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Condominium Property. If a dog or any other animal becomes obnoxious to other Homeowners by barking or otherwise, the Homeowner thereof must cause the problem to be corrected; or, if it is not corrected, the Homeowner, upon written notice by the Association, will be required to permanently remove the animal from the Property. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

26. No solicitation for any purpose shall be allowed without the prior written consent of the Board, which consent may be withheld at the Board's sole discretion; provided, however, the Board shall not unreasonably restrict any Homeowner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in the Common Elements.

27. A Homeowner shall not install any floor covering in the Home other than carpeting (such as wood or tile) in any room other than the bathroom, kitchen/breakfast area or laundry/utility area, or other than in a Home which does not have another Home below it, without the prior written approval of the Association. The Association may require that soundproofing insulation be placed under such alternate floor covering before installation. If a Homeowner installs alternate floor covering without the prior written consent of the Association or without the insulation required by the Association, then the Association shall have the right to cause such Homeowner to remove the alternate floor covering. Under no circumstances shall a Homeowner be permitted to install carpet on his/her balcony.

28. Garages may be used only for the parking of motor vehicles and for minimal storage (i.e. chairs, tools, etc.). No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or full storage area. No individual air conditioning units shall be permitted in a garage. All garage doors shall remain closed when not in use by a vehicle entering or exiting the garage. No garage may be used for hanging laundry and may not be painted or the color or appearance otherwise altered by the Homeowner without the prior written consent of the Association. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature

29. ALL PERSONS USING THE POOL AND OTHER RECREATIONAL FACILITIES DO SO AT THEIR OWN RISK.

29a. The swimming pool may be used between the hours of 7:00 a.m. and 10:00 p.m. No children under the age of fourteen (14) shall use the pool unless accompanied by a person twenty-one (21) years of age or older, which restrictions are subject to the discretion of the Master Association and may be revised by the Master Association in its sole and absolute discretion.

29b. Glass bottles or glass containers shall not be permitted in the pool area.

29c. The pool and deck are to be left in clean condition for the mutual benefit of all.

29d. Furniture provided by the Sandpiper Cove Association may not be removed from either the pool or covered area.

29e. Personal music should be kept to a level as to not interfere with another person's enjoyment.

THESE RULES AND REGULATIONS WILL BE STRICTLY ENFORCED.