

## NASSAU BAY, A CONDOMINIUM

RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the condominium property, the common elements, the condominium units, and the condominium in general shall apply to and be binding upon all unit owners. The unit owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other unit owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Association and the By-Laws of the Association. Violations may be remedied by the Association by injunction or other legal means and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorney's fees against any person violating the Rules and Regulations, or the Declaration of Condominium and any of the Exhibits attached thereto. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revokable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. RULES AND REGULATIONS:

A. Violations should be reported to the Board of Directors or to the Officers of the Association or to any designees thereof.

B. Violations will be called to the attention of the violating owner by the Board of Directors and the Board of Directors will also notify the appropriate committee of the Board of Directors, if any.

C. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.

D. Unit owners are responsible for compliance by their guests or lessees with these Rules and Regulations.

2. FACILITIES: The facilities of the condominium are for the exclusive use of unit owners, their approved lessees and guests accompanied by a unit owner. Any damage to the buildings, recreational facilities or other common areas or equipment caused by any unit owner or his guest shall be repaired at the expense of the unit owner.

3. NOISE: Unless expressly permitted in writing by the Association, no floor covering shall be installed in the unit, other than carpeting, ceramic tile, marble or other floor covering installed by the Developer. If any ceramic tile or marble is installed on a second floor unit, such tile or marble must be set upon a sound proofing bed approved by the Developer or the Condominium Association.

4. OBSTRUCTIONS: Sidewalks, entrances, driveways, passages, patios, courts, stairways and all common elements shall be kept open and shall not be obstructed in any manner. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the condominium, except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the condominium

EXHIBIT H

without similar approval. No radio or television aerial or antenna shall be attached to, or hung from the exterior of the condominium or the roof thereon.

5. CHILDREN: Children shall not play in the grounds, except in areas designated by the Board of Directors, or interfere with the operation of the common elements. Reasonable adult supervision must be exercised when children are playing on the grounds.

6. DESTRUCTION OF PROPERTY: Neither unit owners, their lessees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the building. Unit owners shall be financially responsible for any such damage.

7. EXTERIOR APPEARANCE: The exterior of the condominium and all other areas appurtenant to the condominium shall not be painted, decorated or modified by any unit owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective material, ventilators, fans or air conditioning devices shall be used in or about the condominium except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. All shutters must be uniform in appearance. Installation of drapes or curtains visible from the exterior of the unit shall have white or off-white, black out type liners used, which liners must be approved by the Association.

8. CLEANLINESS: All garbage and refuse from the condominium shall be deposited with care in garbage containers intended for such purpose at such times and in such manner as the Association shall direct. All disposers shall be used in accordance with instructions given to the unit owner by the Association. All refuse, waste, bottles, cans, etc., shall be securely wrapped in plastic garbage bags.

9. BALCONIES: Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of balconies or on terraces. No objects shall be hung from balconies, patios or window sills. No cloth, clothing, rugs or mops shall be hung open or shaken from windows, doors and balconies or terraces. Unit owners shall remove all loose objects or movable objects from the balconies and terraces during the hurricane season. Unit owners shall not throw cigars, cigarettes or any other object from balconies or terraces. Unit owners shall not allow anything to be thrown or to fall from windows, doors, balconies or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the building from the windows, doors, balconies or terraces. No balconies may be enclosed or screened, without the prior written consent of the Board of Directors of the Association.

10. STORAGE AND GARAGE AREAS: Unit owners are responsible to see that nothing is placed in the storage areas and garage areas which would create a fire hazard; that would be subject to being infested; or that would be subject to spoilage.

11. EMERGENCY ENTRY: In case of any emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or any management firm, shall have the right to enter such dwelling for the purpose of remedying or abating the cause of such emergency.

12. BICYCLES: Bicycles must be placed or stored in the designated areas, if any.

13. ATTIRE: Unit owners, their lessees, their families and guests shall not appear in or use the lobby or common rooms except in appropriate attire.

14. PLUMBING: Water closets and other plumbing shall not be used for any other purposes than those for which they are constructed, and no sweepings, rubbish, rags or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse of same shall be borne by the unit owner causing the damage.

15. ROOF: Unit owners, their lessees, their families and guests are not permitted on the roof for any purpose whatsoever.

16. SOLICITATION: There shall be no solicitation by any person anywhere in the building for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

17. EMPLOYEES: Employees of the Association and employees of any management firm shall not be sent out of the building by any unit owner, except in the unit owner's capacity as an officer or director of the Association, at any time, for any purpose. No unit owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association and/or any management firm.

18. COMMERCIAL PROHIBITION: No unit may be occupied or used for any commercial or business purpose.

19. COMMON FACILITIES: Unit owners are requested to cooperate with any management firm in the use of common facilities where more than one organized activity is scheduled for the same time.

20. HURRICANE PREPARATIONS: Each unit owner or lessee who plans to be absent from his unit during the hurricane season must prepare his unit prior to departure by:

A. Removing all furniture and plants from his patio or balcony.

B. Designating a responsible firm or individual to care for his unit during his absence in the event that the unit should suffer hurricane damage and furnish any management firm or other designatee with the name of such firm or individual. The designated firm or individual shall contact any management firm or other designee for permission to install or to remove hurricane shutters.

21. GUESTS: Unit owners and lessees shall notify any management firm, in advance by written notice, of the arrival and departure dates of guests who have permission to occupy the unit in the absence of unit owners and lessees. Unit owners and lessees should have such guests check in at the management office upon arrival in order that service can be extended to them in the way of telephone calls coming into the management office, incoming mail or any emergency which might arise.

22. Pets: No pet or animal shall be kept on the Condominium property within any Condominium Unit unless such pet or animal has been previously approved by the Developer with reference to the initial purchase of a Unit or subsequently by the Board of Directors of the Association. Provided, however, no pet or animal that weighs twenty-five pounds at maturity shall in any event be approved by the Developer as to initial purchasers of Units or subsequently by the Board of Directors of the Association. Provided further, that in the event that the Board of Directors of the Condominium Association determine that any pet or animal is a nuisance to any other Unit Owner such pet or

animal shall be removed upon notice to the Unit Owner by the Board of Directors of the Association. A determination by the Board of Directors that a pet or animal maintained or harbored within a Unit creates a nuisance to other Unit Owners shall be conclusive and binding upon all Unit Owners.

The foregoing Rules and Regulations are subject to amendment as provided in the Declaration of Condominium of NASSAU BAY, A CONDOMINIUM, and the By-Laws of the Association.

The foregoing Rules and Regulations are designed to make living for all unit owners pleasant and comfortable. The restrictions imposed are for the mutual benefit of all. Violations of these Rules are to be reported to the Association who will call the matter to the attention of the violating unit owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgment by the Board of Directors.

NASSAU BAY CONDOMINIUM  
ASSOCIATION, INC.

By \_\_\_\_\_

RECEIVED  
FEB 8 1966

RECORD VERIFIED  
PALM BEACH COUNTY, FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT