

**RULES
&
REGULATIONS**

**RULES AND REGULATIONS
FOR
THE YACHT CLUB ON THE INTRACOASTAL
CONDOMINIUM ASSOCIATION, INC.**

The definitions contained in the Declaration of Condominium of The Yacht Club on the Intracoastal, a Condominium ("Declaration") are incorporated herein as part of these Rules and Regulations. All references to Owners in these rules shall also include residents.

1. The walkways, entrances, drives, driveways, corridors, stairs, breezeways and ramps shall not be obstructed or used for any purpose other than ingress and egress to and from the building(s), Garages, Carports and the other portions of The Yacht Club on the Intracoastal, a Condominium.
2. The exterior of the Units and all other areas appurtenant to a Unit shall not be painted, decorated or modified by any Owner 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 or mops shall be hung or shaken from the doors, windows, Balconies or Terraces of the Units or placed upon the outside window sills of the Units without the prior consent of the Board. No bicycles shall be permitted on the Balconies or Terraces or left within any entranceways or breezeways. Satellite dishes may only be installed in accordance with Section 15.9 of the Declaration.
4. No personal articles shall be allowed to stand on any portion of the Common Elements.
5. No Owner shall make or permit any noises that will disturb or annoy the occupants of any of the Units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Owners.
6. Each Owner shall keep such Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors or windows thereof any dirt or other substance.
7. Hurricane or other protective devices visible from outside a Unit shall be of a type approved by the Association. Panel, accordion and roll-up style hurricane shutters, if approved, may not be left closed during hurricane season. Any such approved hurricane shutters may be installed or closed up to seventy-two (72) hours prior to the expected arrival of a hurricane and must be removed or opened within ten (10) days hours after the cessation of a hurricane watch or warning or as the Association may determine.

8. Each Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by:

(a) Removing all furniture, potted plants and other movable objects from his or her Balcony, Terrace, breezeway or entranceway, if any; and

(b) Designating a responsible firm or individual satisfactory to the Association to care for his Unit should the Unit suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

9. All garbage and refuse from the Units shall be wrapped in tied plastic bags and shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Association will direct. All garbage containers must be stored in the Unit or in a garage. All disposals shall be made in accordance with the instructions given to the Owner by the Association.

10. Water closets and other water apparatus in the Units 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 Owner responsible for same.

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

12. The agents and employees of the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for the purpose permitted under the terms of the Condominium Documents. Entry will be made by prearrangement with the Owner, 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.

13. No vehicle or other possessions belonging to an Owner or to a member of the family or guest, invitee or lessee of an Owner shall be positioned in such manner as to impede or prevent ready access to parking spaces or any garages within the Condominium Property. The Owners, 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 Owners.

14. No gas scooters shall be allowed to be operated within the Condominium Property (e.g. "Go-Peds").

15. Except in an emergency, an Owner shall not cause or permit the blowing of any horn from any vehicle of which Owner or Owner's family members, guests, invitees or lessees shall be occupants.

16. No Owner shall use or permit to be brought into the Unit any flammable oils or fluids, such as gasoline, kerosene, naphtha or benzine, 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 Balcony or Terrace, if any.

17. No Owner shall be allowed to put a mail receptacle, name or street address on any portion of his Unit, 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.

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

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

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

21. Food and beverage may not be prepared or consumed, except in the Unit or in such other areas as may from time to time be designated by the Board. Grilling or barbequing shall be permitted within Balconies or Terraces so long as permitted by applicable local fire or other municipal codes, and in other areas as may from time to time be designated by the Board.

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

23. An Owner shall show no sign, advertisement or notice of any type on the Common Elements, in or upon his Unit, in or upon his or her automobile or in or upon his or her Vessel so as to be visible from the Common Elements, or any public way.

24. No garage sales, estate sales, yard sales, moving sales, or any other sales that invite the public, shall be allowed on or about any portion of the Condominium Property.

25. An Owner is permitted to keep up to two (2) dogs or two (2) cats or one (1) dog and one (1) cat in his or her Unit; 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 crossbreeds of such breeds, be permitted on or about any portion of the Condominium 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 or about any portion of the Condominium 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 Unit. No pet shall be kept tied outside a Unit or Vessel or on any Balcony or Terrace, unless someone is present in the Unit or Vessel, as applicable. 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. An Owner shall immediately pick up and remove any solid animal waste deposited by his or her pet. The Owner 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 Owners by barking or otherwise, the Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Owner, upon written notice by the Association, will be required to permanently remove the animal from the Condominium Property. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

26. No clothesline or other similar device shall be allowed on any portion of the Common Elements, Balconies or Terraces.

27. No boats (except Vessels properly moored in a Boat Slip), boat trailers, recreational vehicles, house trailers or motor homes shall be placed, parked or stored within the Condominium Property. 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 owner or violator.

28. An Owner 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 Owner 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.

29. 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 Owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in the Common Elements.

30. No Owner shall enclose his or her Garage or Carport or convert his or her Garage or Carport into living space. Owners shall keep their Garage doors closed when not in use. Each Owner shall keep his or her Garage or Carport free from clutter so that cars can easily be parked in the Garage or Carport.

31. With the exception of those restrictions pertaining to pets, these rules and regulations shall not apply to Developer.

32. Marina, Marina Limited Common Elements and Boat Slip Regulations.

In addition to the use and occupancy provisions applicable to the Condominium Property as a whole, the following provisions shall also be applicable to the Marina, the Marina Limited Common Elements and the Boat Slips:

- (a) No Vessel shall exceed thirty-five foot (35') maximum capacity limit.
- (b) All Vessels moored in a Boat Slip must have current registration and license which shall be in the same name as the Owner or occupant of the Unit with the assigned Boat Slip.
- (c) All Vessels moored in a Boat Slip must have proof of insurance on file with the Association and must maintain property damage and liability coverage at all times.
- (d) Since the Marina, the Marina Limited Common Elements and the Boat Slips are intended for Owners and occupants of Units with assigned Boat Slips, there are no Boat Slips available for guest docking. Therefore, temporary docking is strictly prohibited.
- (e) There shall be no fueling of Vessels on the Condominium Property at any time.
- (f) Diving, running and jumping in and around the Marina is strictly prohibited.
- (g) An Owner shall not permit or suffer anything to be done or kept in his or her Boat Slip or Vessel which will: (i) increase the insurance rates on the Marina Limited Common Elements; (ii) obstruct or interfere with the rights of other Owners or the Association; or (iii) annoy other Owners by unreasonable noises or otherwise. An Owner shall not commit or permit any nuisance, immoral or illegal act in his or her Vessel, Boat Slip or on the Marina Limited Common Elements. Owners may not cause or permit any "major" repairs to be performed on Vessels while in the Boat Slip. Only "minor" repairs, such as cleaning above the gunnel line and limited bright work,

which shall be performed so as to minimize any disturbance to other Owners and their Vessels, are permitted. The Board's decision shall be final as to what constitutes a "major" or a "minor" repair.

(h) The Boat Slips shall be used solely and exclusively for Vessel mooring and for no other purposes whatsoever. Only pleasure and leisure Vessels (with the exception of boats owned and maintained by the Town of Hypoluxo), which have been inspected and approved by the Board, in seaworthy condition and under their own power may be moored in the Boat Slips. Notwithstanding the foregoing, under no circumstances shall the Board's inspection and approval of a Vessel be deemed a determination of the seaworthiness of such Vessel. All operators of Vessels shall observe all posted speed limits and other rules and all "rules of the road" when in Condominium Property waters and shall be responsible for the safe speed and handling of Vessels operating within the Condominium Property waters. The Condominium Property waters maintain a "no wake" zone that must be observed at all times. Vessels shall at all times comply, and be operated in compliance, with all applicable Association, city, county, state and federal laws, rules and regulations pertaining to the operation and storage of watercraft.

(i) Owners are solely responsible for the proper mooring of their Vessels and are required to maintain mooring lines in good condition and sufficiently strong to secure their Vessels at all times. All mooring lines shall be kept on the Vessel when not in use. Any special mooring rules or procedures issued by the Association shall be complied with at all times. If an Owner does not properly moor his or her Vessel and the Association must secure it, the Association can charge such Owner for all costs associated with securing such Vessel.

(j) Vessels shall not be used for residential purposes.

(k) Vessels operated during the nighttime inside the Condominium Property shall be properly equipped with navigational lights and shall be operated in accordance with all applicable international, federal and state rules and regulations pertaining to the operation of Vessels.

(l) No Vessel shall be moored in any finger pier in such manner that any portion of the Vessel (including, but not limited to, any appurtenances thereto) protrudes more than five percent (5%) of the Boat Slip's length beyond the perimeter of the Boat Slip within which such Vessel is moored. Notwithstanding the foregoing, no Vessel shall be permitted in any parallel Boat Slips(s), if any, unless such Vessel can be moored in a manner which leaves two and one-half (2-1/2) feet of clearance between an adjacent Vessel (including, but not limited to, any appurtenances thereto) and the perimeter of the Boat Slip(s)).

(m) During hurricanes and other high velocity wind threats, each Owner shall be responsible for following all safety precautions that may be issued or recommended by the National Hurricane Center, National Weather Service, U.S. Coast Guard, the Association or any other applicable agency or the County. If any Owner's Vessel sinks as a result of a storm, or for any other reason, the Owner must remove the sunken Vessel (including any broken portions thereof) from the Condominium Property immediately after the occurrence of such event and, if not so removed within

three (3) days after the sinking, the Association may (but shall not be obligated to) remove same and impose a special assessment in the manner provided for elsewhere herein against the Owner for the cost of said removal. Each Owner shall be deemed to automatically agree to indemnify and hold harmless the Association, its agents, employees and designees from any and all loss, expense or damage incurred in connection with the exercise or non-exercise of the Association's rights under this Paragraph including, but not limited to, any expense or damage caused by exercise of its rights with regard to a Vessel of a lessee or invites of an Owner. If an Owner plans to be absent during the hurricane season, such Owner must: (i) prepare his or her Boat Slip and secure or remove, as appropriate, his or her Vessel prior to his or her departure in accordance with the standards established by the U.S. Coast Guard, or any other governmental or quasi-governmental entity having jurisdiction, and/or the Board of Directors of the Association (or in the absence thereof, with all due care); and, if his or her Vessel is not removed, such Owner must: (ii) designate a responsible firm or individual to care for his or her Boat Slip and Vessel or remove his or her Vessel should there be a hurricane or other storm requiring such removal in accordance with the foregoing, and provide such firm or individual with keys to his or her Vessel, and furnish the Association with the name(s), address and telephone number of such firm or individual. Such firm or individual shall be subject to the approval of the Association. The Owner shall be liable for any and all damages caused to the Common Elements, Limited Common Elements, Marina Limited Common Elements or to the Boat Slip(s), Vessel(s) or other property of other Owners or guests or lessees of such Owner for such Owner's (or his or her guests or lessee's) improper preparation or failure of removal, as the case may be, of his or her Boat Slip and Vessel, as applicable, for hurricanes and other storms. Notwithstanding anything contained herein to the contrary, the Association may also levy fines in accordance with the applicable rules and regulations, if any, if the Owner or guests or lessees of the Owner fails to abide by the provisions of this Paragraph. Notwithstanding the right of the Association to enforce the foregoing requirements, the Association shall not be liable to any Owner or other person or entity for any damage to persons or property caused by an Owner's failure to comply with such requirements.

(n) No nuisances shall be allowed in the Marina, nor shall any use be allowed which is an unreasonable source of annoyance to other Owners or which interferes with the peaceful and proper use of the Marina as a mooring facility. No activity shall be allowed in the Marina which is an unreasonable source of noise, including but not limited to loud generators, televisions and radios, between the hours of 11:00 p.m. and 4:00 a.m.

(o) No improper, offensive, hazardous or unlawful use shall be made of the Marina or any part thereof, and all laws, zoning ordinances and regulations of all governmental or quasi-governmental authorities having jurisdiction thereover shall be observed.

(p) No Owner shall erect or maintain any fence or other barrier, or other structure or improvement on any portion of the Marina and Marina Limited Common Elements. No Owner shall keep or store any gear or equipment or other items on a finger pier, dock or seawall, except enclosed in a dock storage box. All dock storage boxes must be approved in writing by the Association. Without limiting the generality of the foregoing, this restriction shall not apply to steps

or ladders attached to appropriate Marina Limited Common Elements and to the edge of docks in order to board Vessels, provided such steps and ladders do not interfere with the use of the other Owners of their Boat Slips and are approved in writing by the Association. Notwithstanding the foregoing, no flammable, combustible or explosive fluids, chemicals or substances (other than fuel and oil in a Vessel's engine system) shall be kept within the Marina or the Condominium Property, including kept within any dock storage box; provided, however, that solvents and cleaning substances may be kept in dock storage boxes, if stored in a safe manner and in accordance with applicable fire codes and insurance requirements.

(q) No open fires shall be permitted on any Vessel, or anywhere within the Marina or Condominium Property, except in marina-safe grills and other devices which may be approved for such use by the Board, and no charcoal, starting fluids or similarly used substances shall be kept in any portion of the Marina or Condominium Property except with a device which has received the prior written approval of the Association.

(r) No fish or other marine life of any kind shall be cleaned or processed in any manner on any Vessel, Condominium Property, Common Elements or Marina Limited Common Elements, except in those portions of the Marina Limited Common Elements specifically designated for such use by the Board, if any. The dumping of fish remains on the Condominium Property or into the waters of or adjacent to the Condominium Property is strictly prohibited.

(s) The Association shall have the right to inspect any Vessel in the Marina to determine its seaworthiness, appearance, cleanliness and compliance with the Condominium Documents and all applicable city, County, U.S. Coast Guard, state and federal fire, safety and other regulations. All Vessels must be able to operate on their own power at all times. The Association shall have the right (but shall not be required) to remove any Vessel from the Condominium Property which fails to comply with said regulations. Each Owner shall be deemed to automatically agree to indemnify and hold harmless the Association, its agents, employees and designees from and against any and all loss, expense damage incurred in connection with the exercise or non-exercise of the Association's right hereunder.

(t) Only the Developer or the Association and their contractors may conduct any dredging operations within the Condominium Property.

(u) No improvement of any nature shall be erected, placed or altered within the Marina including, but not limited to, any water areas therein, except by Developer. Any change in the appearance of any piling, pier or bulkhead or other structure or improvements, shall be accomplished only by the Association. The Association shall have the power to promulgate additional rules and regulations in such regard as it deems necessary to carry out the provisions and intent of this Declaration. Without limiting the generality of language previously set forth in this Paragraph, the foregoing provisions shall not be applicable to Developer or to construction, sales, management or other activities conducted by Developer.