

**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.

(v) Any Vessel moored, parked or stored in violation of the restrictions contained herein or in the rules and regulations now or hereafter adopted and in accordance with applicable laws and ordinances may be removed by the Association (but the Association shall not be required to do so) at the sole expense of the owner of such Vessel. The Association shall not be liable to the Owner (or the owner of any Vessel) for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such lawful removal.

(w) Each Owner shall regularly pick up all garbage, trash, refuse, rubbish or oil around his or her Boat Slip and no garbage, refuse, trash or rubbish shall be deposited except in trash containers designated by the Association. The requirements of the applicable jurisdiction or entity for disposal or collection of solid waste shall be followed. The equipment, trash containers or trash cans for the storage or disposal of such material shall be provided by the Association at a location designated by the Board. There shall be a separate trash area for the Boat Slips. Owners and occupants of Units with assigned Boat Slips shall only use such designated trash area in connection with their use of the Boat Slips. The Association shall be responsible for keeping the equipment in a clean and sanitary condition and for disposing of all garbage, refuse, trash or rubbish in compliance with all applicable governmental requirements. The costs of the foregoing shall be a Marina Limited Common Expense applicable to only those Units with assigned Boat Slips.

(x) The handling, storage, transportation and disposal of hazardous or toxic materials shall be prohibited within the Condominium Property; provided, however, that this shall not prohibit the proper handling, storage and transportation of petroleum products used by an Owner in connection with the operation of his or her Vessel. The Association shall have the right to immediately remove, or cause the removal of, any hazardous or toxic material within the Condominium Property. Each Owner shall ensure that any bilge water pumped into the waters of the Condominium does not contain any petroleum or other hazardous or toxic materials. For purposes of this Paragraph, hazardous or toxic materials shall be defined by Federal, Florida or common law. Each Owner shall indemnify, defend and save Developer and the Association harmless from and against any damages, claims and liability resulting from or arising out of the violation of any of the requirements of this Paragraph by such Owner. All expenses incurred by Developer or the Association in connection with compliance with all environmental and related laws shall be a Common Expense, subject to the foregoing indemnification.

(y) Each Vessel must have such sanitary equipment on board as is required by all applicable federal, state and local authorities. No Vessel shall be deemed to be in compliance with this Paragraph if such equipment is not fully operational or if such equipment such as a holding tank or approved marine sanitary system is bypassed or altered contrary to such requirements. The Association shall have the right to board a Vessel upon reasonable notice to inspect same for compliance with this Paragraph. Each owner of a Vessel, as often as necessary, shall be responsible for pumping out and discharging all sewage contained in such holding tank. In no event whatsoever may the owner of a Vessel discharge treated or untreated sewage or any other substance (other than the bilge water) into the waters of the Condominium Property. Specifically prohibited shall be any discharges of oils or greases associated with engine and hydraulic repairs, and the discharge and

release of metal-based bottom paints associated with hull scraping, cleaning and painting.

(z) Only Owners of Units with assigned Boat Slips, their tenants, family members, guests and invitees are permitted on any portion of the Marina and the Marina Limited Common Elements.

(aa) No children under the age of eighteen (18) years of age are allowed within the Marina unless accompanied by a parent or legal guardian.

(bb) No boarding of Vessels within the Marina is permitted without the permission of the owner thereof except as provided herein or in case of emergency in which case the Association and its agents can board the Vessel.

(cc) No swimming is permitted within the Marina.

(dd) No lounge chairs, food or drink is allowed within the Condominium Property other than on Vessels docked within a Boat Slip.

(ee) Unless the Board adopts a rule to the contrary, no personal watercraft shall be permitted on the Condominium Property. Personal watercraft means a shallow draft, jet drive watercraft in which the operator sits, kneels or stands on the craft as opposed to inside the craft.

(ff) Water levels in the channel leading into the Condominium Property may decline significantly at certain times. Owners, their tenants, family members, guests and invitees assume all risks created by such fluctuations in water levels.

(gg) Each Owner shall file with the Association information, as deemed necessary by the Board, on crew members attending to the Vessels. An Owner is responsible and liable for acts and omissions of crew members and shall cause crew members violating this Declaration or the rules and regulations of the Association to be removed from and prohibited from returning to the Condominium Property.

(hh) Only one (1) primary Vessel may be kept in each Boat Slip, provided, however, an Owner may also keep a tender or dinghy in the Boat Slip as long as none of the same violate the provisions contained in the Declaration.

33. The procedure for enforcing these Rules and Regulations shall be as follows:

(a) First Offense (1st Notice)

When the Association becomes aware of noncompliance of a rule or regulation by an Owner, family member, guest, invitee or lessee, it shall send a certified letter to the Owner advising him of the rule which he has been accused of violating and warning that strict

compliance with these Rules and Regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

(b) Second Offense (2nd Notice)

If a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Owner. The fine for a second offense may not exceed the maximum amount permitted by the Act. Notice of a second violation shall be sent to the Owner by certified mail.

(c) Third Offense (3rd Notice)

If a third report that a violation has been repeated or has continued beyond the time specified within the second notice, the Owner may be charged a fine in an amount not to exceed the maximum amount permitted by the Act, following a determination in accordance with the procedures set forth in these Rules and Regulations.

(d) Fourth Offense

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the amount set forth in Section 718.303(3) of the Act.

(e) Exemptions

Any Owner may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances.

34. An Owner who fails to timely pay any Assessment shall be charged a late charge by the Association for such late Assessment in an amount not to exceed the maximum amount permitted by the Act. Owners shall be responsible to pay all court costs and legal fees incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced. The Association may charge an administrative fee in addition to any interest charged in accordance with the Declaration in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the Assessment for each delinquent Assessment that the payment is late. Any payment received by the Association shall be applied first to any costs and reasonable attorney's fees incurred in collection, then to any interest accrued by the Association, then to any administrative late fee, and then to the delinquent Assessment.

35. Before levying a fine against an Owner for failure to abide by any provision of the Declaration, the Bylaws or these Rules and Regulations, the Board shall:

(a) Afford the Owner against whom the fine is sought to be levied an opportunity for hearing before a committee of other Owners ("Committee") appointed by the Board after reasonable notice of not less than fourteen (14) days. Said notice shall include:

(i) A statement of the date, time and place of the hearing;

(ii) A statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have allegedly been violated; and

(iii) A short and plain statement of the matters asserted by the Association.

(b) Provide an opportunity to the Owner against whom the fine may be levied to respond, present evidence and provide written and oral argument to the Board and the Committee on all issues involved and shall have an opportunity to review, challenge, and respond to any other material considered by the Association. If the Committee does not agree with the fine, the fine may not be levied.

36. Any consent or approval given under these Rules and Regulations by the Association shall be revocable at any time by the Board.

37. The Owners should refer to the Use Restrictions contained in Article 15 of the Declaration which are binding upon all Owners.

38. These Rules and Regulations may be modified, added to or repealed at any time by the Association.

39. With regard to meetings of the Board of Directors of the Association and meetings of the Members of the Association (collectively referred to herein as "Meetings"), the following rules shall apply:

A. The Right of Owners to Speak at Meetings

An Owner shall have the right to speak at a Meeting provided the Association has received a written request at least 24 hours in advance of the scheduled Meeting. The following restrictions shall apply:

1. The Owner may speak at the start of the Meeting. The vote of the Board or the Members, as applicable, will not be taken until the Owner has spoken.

2. The Owner may speak for no longer than three (3) minutes, unless the Board votes at the Meeting to extend the time allotted to the Owner.

3. The Owner may speak only on matters specifically designated on the agenda.

4. The Owner may speak only once at a Meeting.

**B. The Right of Owners to Tape Record of Videotape Meetings**

An Owner shall have the right to tape record or videotape a Meeting provided the Association has received a written request at least 24 hours in advance of the scheduled Meeting. The following restrictions shall apply:

1. The audio and/or video equipment and devices must not produce distracting sound or light emissions, nor may such equipment and devices require the use of electrical outlets.

2. The audio and/or video equipment must be assembled and placed in position in advance of the scheduled time for the commencement of the Meeting. Equipment may not be placed on the table where the Board is seated; a front row seat will be reserved for the Owner and a tripod may be set up, but only at a height which does not obstruct the line of sight from other seats in the meeting room.

3. The Owner videotaping or recording the Meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

By Resolution of the Board of Directors of The Yacht Club on the Intracoastal Condominium Association, Inc.

## PATIO & BALCONY CONDITION

1. Maximum size of each flower pot should be approximately 3 gallons
2. Flower pots are permitted on the rear and front patios. It is the occupant's responsibility to maintain and care for them in an appropriate manner.
3. Maximum number of pots permitted is two (2) in the front patio or balcony and four (4) in the rear patio or balcony.
4. No pots are to be placed in the beds of the hedges or on the grass, nor should they, in anyway, interfere with the landscapers or the pots shall be removed. In case of hurricanes, all pots must be brought inside by the unit occupant or the pots will be removed by the maintenance staff and disposed of. No flowers are to be planted in the beds of the hedges without the approval of the Property Manager. A request to plant, with a description and diagram must be submitted and approved prior to any planting. If flowers are planted without said approval they will be removed by the maintenance staff. Hanging plants or decorations may not be hung on trees. Christmas decorations approved by the Property Manager may be installed only during the Christmas holiday.
5. The following are not permitted on your patio/balcony:
  - a) Hammocks
  - b) Oversized Tables/Bars
  - c) No gas or charcoal grills. Electric grills are allowed. This per state and federal NFPA fire codes.
  - d) Railing screens or coverings of any kind, including a row of plants to screen the patio or balcony.
8. Pavers cannot be installed anywhere.
9. Satellite dishes can be installed on the patio & balcony railings only if properly secured so no damage is caused to the railings. The unit owner will be held responsible for any damages or repairs. The dishes need to be removed when there is a hurricane warning. An installation request must be filled out and the dish location approved by the Property Manager.
10. You cannot leave or store such things as lounge chairs, toys, coolers, shoes, strollers, bicycles, trash cans, trash bags etc., on the front or rear patio porch & balconies, the bushes or grass near the patios, in the hallways, or in the doorway areas or halls.
11. Do not throw cigarette butts, on the grass, sidewalks, bushes, near the rear or front patio/balcony areas or parking lots.