

Bay Colony Condominium Association

Rules and Regulations

Pursuant to the authority vested in the Board of Directors of Bay Colony Condominium Association of Vero Beach, Inc. ("Association") the following rules and regulations of Bay Colony Condominium ("Condominium") have been adopted by the Board of Directors of the Association ("Board") to govern the use of the Condominium Property ("Condominium Property") as defined in the Declaration of Condominium.

1. **Enforcement.**

All violations of these rules and regulations shall be reported immediately to a member of the Board, an Association officer and/or the management agent. Disagreements concerning the proper interpretation and effect of these rules and regulations shall be presented to and determined by the Board, whose interpretation of these rules shall be dispositive. In the event that any person, firm or entity subject to these rules and regulations fails to abide by them, as they are interpreted by the Board, they shall be liable to be fined by the Association for each such failure to comply or other violation of these rules and regulations. Such fine, which shall not exceed One Hundred and no/100 Dollars (\$100) for each violation, shall be collected by the Association and shall become a part of the Common Surplus of the Condominium ("Common Surplus") as defined in the declaration of Condominium. A fine may be levied on the basis of each day for a continuing violation, provided that no such fine shall in the aggregate exceed One Thousand and no/100 Dollars (\$1000). Nothing herein shall be construed to prohibit the Board from bringing an action at law or in equity, in the name of the Association, to enforce these rules and regulations, including the provision herein for fines. In the event any such action is instituted and reduced to judgment in favor of the Association, the Association shall be entitled to recover its costs and attorneys' fees incurred in enforcing these rules and regulations. Prior to the imposition of any fine, an offending party shall be given written notice of the violation and a reasonable opportunity for a hearing before a committee of not less than three (3) nor more than five (5) Unit Owners appointed by the Board. The written notice shall specify the provision(s) of the Declaration of Condominium, Articles of Incorporation, Bylaws or these Rules which are alleged to be violated, shall include a short and plain description of the alleged violation(s), and shall state the date, time and place at which the committee shall conduct a hearing with respect to the alleged violation(s), which hearing shall be conducted not less than fourteen (14) days from the offending party's receipt of the written notice. At the hearing, the party against whom the fine is proposed to be levied shall have an opportunity to respond, present evidence, and to provide written and oral argument on all issues involved and shall further have an opportunity to review, challenge, and respond to any material considered by the committee in making its

determination that violation(s) have occurred. Following such hearing, the committee's decision with respect to the imposition of a fine shall be dispositive.

2. **Use of the Common Elements.**

The Common Elements of the Condominium (Common Elements") as defined in the Declaration of Condominium, are for the exclusive use of Unit Owners of the Condominium ("Unit Owner") and their immediate families, lessees, resident house guests and guests accompanied by a member, and no other person shall be permitted to use the Common Elements unless accompanied by a Unit Owner or a member of his immediate family, without the prior written consent of the Association.

3. **Noise.**

All noise, including, without limitation, talking, singing, television, radio, record player, taper recorder or musical instrument, shall be kept at such a volume level that the noise is not audible outside of the boundaries of the unit in which it originates. Headphones must be used when listening to music outside the walls of the unit, including at the pool.

4. **Children.**

Children shall not play on or about the Condominium Property except under reasonable supervision by a responsible adult.

5. **Pets.**

No animals of any kind shall be kept in a Unit or allowed upon the Condominium Property. No guest, lessee or invitee shall bring any animal upon the Condominium Property.

6. **Obstructions.**

There shall be no obstruction or cluttering of the Condominium Property, including, without limitation, sidewalks, driveways, automobile parking spaces, lawns, entrances, elevators, stairways, patios, courts or vestibules or other Common Elements or areas.

7. **Destruction of Property.**

There shall be no marking, marring, damaging, destroying or defacing of any part of the Condominium Property. Unit Owners shall be held responsible for, and shall bear any expense of such damage caused by the Unit Owner, his family, guests, lessees and/or invitees.

8. **Hurricane Shutters.**

Upon issuance of hurricane warnings, standard hurricane shutters or panels, as approved by the Board or as are currently in place as of the date of this revision, may be used, provided that perimeter shutters, if in use in units 102, 103, 202, 203, 302 and 303, must be retracted within 72 hours of the end of an active hurricane warning. This will ensure that views from end unit balconies will not be blocked.

9. **Balconies, Windows, Terraces and Doors.**

Nothing shall be dropped, thrown, swept or otherwise expelled from any window, door, balcony or terrace. All loose or movable objects shall be removed from balconies or terraces upon notice of an approaching hurricane or other inclement weather characterized by conditions of high wind. Balconies, windows, terraces, patios, porch and doors shall not be altered from the condition in which originally constructed, including without limitation, enclosure, alteration by painting or installation of reflective materials, unless pursuant to the Declaration of Condominium, Articles of Incorporation and By-Laws of the association, a common scheme for doing so is adopted for the entire building in which any such change is proposed. For the purposes of assessing fines for violation of this rule, each day during which this rule is violated shall constitute a separate violation of the rules for which a fine may be levied. Balconies may be modified by screening both opaque or transparent following application and approval of the Board of Directors as set out in the Declaration of Condominium. Any screening installed MUST be maintained in a retracted format if not in immediate use at that time. No screening may be left engaged if the user is not present on the balcony.

10. **Damage to Common Elements.**

Unit Owners shall be responsible for and shall bear any expense of any damage to the Common Elements caused by moving to or removing from their Unit household furnishings or other objects or caused by any other deliveries to or from Units by their invitees.

11. **Refuse.**

All refuse, waste, bottles, cans, newspapers, magazines and garbage shall be deposited in the covered sanitary containers provided therefor.

12. **Guests.**

Unit Owners shall notify the Association by written notice in advance of the arrival and departure of guests or family members who have permission to use a Unit in the Unit Owner's absence. No person under twenty one (21) years of age shall occupy a Unit unless their parent or the Unit Owner is also in residence.

13. **Signs.**

No sign, nameplate, signal, advertisement or illumination shall be inscribed or exposed on or at any window, door, balcony or terrace without the express prior written consent of the Association.

14. **Keys.**

The Association shall maintain a key to each Unit in the Condominium. No member shall change existing locks or install additional locks unless duplicate keys therefor are provided to the Association.

15. **Parking.**

Unauthorized parking shall include:

- a. Vehicles parked so as to impede ingress to or egress from other covered or uncovered parking spaces, drives, roads or building entryways or parked in unauthorized spaces.
- b. Parking of boats, trailers, campers, trucks or other oversized vehicles without the consent of the Association.
- c. Unauthorized parking in parking spaces assigned to particular Units in accordance with the Declaration of Condominium.

Except in the event of emergency, no vehicle maintenance or repairs shall be performed on the Condominium Property. No vehicles shall be washed, polished and/or waxed on the Condominium Property except in such specific area as may from time to time be designated by the board for such activity.

16. **Compliance with Documents.**

All Unit Owners and every lessee, guest or visitor of a Unit Owner shall comply with all of the terms, conditions, covenants, restrictions and limitations contained in the Declaration of Condominium, the Articles of Incorporation and the By-Laws.

17. **Rule Changes.**

The Board reserves the right to change, revoke existing rules and regulations and to make such additional rules and regulations from time to time as in its opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the Condominium Property and to Assure the comfort and convenience of the Unit Owners; provided, such changes shall be with the consent of Unit Owners as provided in the Declaration of Condominium.

18. **Location for Posting Notices.**

All notices of Unit Owner meetings and meetings of the Board shall be posted in the elevator lobby located on the first floor of the Condominium Property.

19. **Subleasing.**

Two rentals per year with a minimum stay of 30 days are permitted. The sublease application and the lease must be submitted to the Board for approval and our management company advised of the intent to sublease prior to the finalization of the sublease.

20. **Timing of Interior Alterations to Units.** No interior alterations except carpet, painting and furniture delivery are permitted from December through April unless an emergency situation exists and Board approval is obtained prior to work commencing. If major alterations will be performed in a unit, contractor proof of insurance must be provided to the management company.

21. **Grilling.**

Grilling must take place in designated areas only. Grilling is not allowed in the basement garage areas at any time.

22. **Roof Access.**

Access to the roof requires prior permission from the Association management and proof of appropriate insurance.