

**THE BAY POINT RESIDENCES CONDOMINIUM
AMENDED AND RESTATED RULES AND REGULATIONS**

The following Amended and Restated Rules and Regulations ("Rules and Regulations"), except as otherwise expressly stated, apply to all Owners, their families, lessees, employees, agents, invitees and guests with respect to the use of the Condominium Units and any other portion of the project. Defined terms not otherwise specifically defined in these Rules and Regulations shall have the meanings attached to such s in the Declaration of Condominium for The Bay Point Residences Condominium (hereinafter the "Declaration"). These Rules and Regulations supersede and replace any rules and regulations previously adopted with respect to the use of the Condominium Units and any other portion of the project. Owners who rent their units are responsible for getting these rules to their lessees, and owners are responsible for any violations committed by their lessees. Owners who rent or lease their units, transfer the right to use the amenities and recreational facilities of the Condominium to their respective renters or lessees during the term of the rental or lease period. Owners may not use Condominium facilities in the absence of the Unit resident by whom the invitee or guest was invited to use said Condominium Common Elements or recreational facilities.

GENERAL

1. **Declaration.** The Condominium is subject to all use restrictions contained in the Declaration including, without limitation the Articles of Incorporation, the Bylaws and these Rules and Regulations and all other rules and regulations of the Board to the extent relating to the Condominium.
2. **Personal Use Restriction.** Use of all Residential Units, Common Elements and Limited Common Elements of the Condominium is limited solely to the personal use of Owners, their guests, tenants, lessees and invitees and for residential uses by corporations and other entities owning such Residential Units. Use of Residential Units, Common Elements or Limited Common Elements for commercial purposes or any purposes other than the personal use described herein is expressly prohibited. "Commercial purpose" shall include, but not be limited to, a pattern of commercial activity or other occupancy by an Owner that the Association or the Management Company, in its sole and reasonable discretion, could conclude to constitute a commercial enterprise or practice, provided however, that "commercial purpose" does not include rental or leasing of the Unit to a residential tenant. No Unit may be divided or subdivided into smaller Units or fractional interests.
3. **Use of Common Elements and Limited Common Elements.** The Common Elements and Limited Common Elements shall be used by Owners, their immediate family, guests, and invitees or permitted users only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the use of the Owners. Limited Common Elements are reserved for usage by the Owners of the Unit to which such Limited Common Elements are appurtenant. Owners of units are limited to ten (10) guests in recreational areas at any time.

Use of the Common Elements or recreational facilities at the Condominium will be in such manner as to respect the rights of other Unit owners. Unit Owners must be present with any guest whom said Owner has invited to use Condominium recreational facilities. Invitees or guests may not use Condominium facilities in the absence of the Unit resident by whom the invitee or guest was invited to use said Condominium Common Elements or recreational facilities. Use of particular recreational facilities will be controlled by regulations to be issued which may be amended from time to time.

No part of the Common Elements or Limited Common Elements may be used for storage (except for the storage areas specifically designated to each Owner), vehicle repair, construction or any other purpose unless specific written permission for such use is given by the Board. If, in the judgment of the Board or Management Company, any item must be removed from the applicable area of Common Elements or Limited Common Elements, the Owner who owns said item shall be charged for the cost of such removal.

4. Parking and Vehicular Restrictions.

a) **Automobiles, Commercial Vehicles and Recreational Vehicles.** Except as provided below, or as otherwise approved by the Board from time to time, vehicles may be parked only in the designated areas provided for that purpose. Parking on the Condominium Property shall be restricted to private passenger automobiles, motorcycles and passenger-type vans, jeeps and trucks having a capacity of no more than two (2) tons. No more than two (2) vehicles per Unit may be parked on Condominium property excluding temporary guests of Unit Owners. No commercial truck, commercial van, bus, recreational vehicle, mobile home, motor home, camper, trailer, or similar vehicle may be kept on the Condominium Property, unless otherwise agreed to by the Board or Management Company including within any designated parking areas. Prohibited Vehicles include, but are not limited to, those (i) not designed primarily for the routine transportation of people, but that are designed for the transportation of equipment or goods, or (ii) bearing any advertising, logo, or other signs or having printed on the sides, front, or rear of same reference to any commercial undertaking or enterprise, or (iii) containing tool racks, saddle racks, or other elements of a commercial nature. Any vehicle the state registration for which contains a designation of the type of vehicle as anything other than "Automobile" shall be presumed to be prohibited hereunder, which presumption may be rebutted by substantial proof. Commercial vehicles shall only be permitted to park on the Condominium Property for purposes of loading and unloading, or during such temporary period of time in which the Owner has procured maintenance or repair service for the Owner's Unit for which such commercial vehicle is required. Such deliveries and loading/unloading shall not unreasonably hamper or interfere with owner or guest access to parking or building entry. Moving into or from Condominium units shall take place between 8:00 am and 6:00 pm, Monday thru Saturday. Golf Carts are permitted subject to available space and advance written approval by the Management Company and/or Board.

b) **Parking and Storage.** Commercial trucks, Prohibited Vehicles, oversized vehicles, trailers and bicycles may not be parked on the Condominium Property except in those areas, if any, designated by the Board for such purposes. No trailers, recreational vehicles, campers, ATVs, boats, jet-skis, wave runners, other watercraft of any kind whatsoever may be used, stored, or brought onto the Condominium Property. Canoes and kayaks may be permitted subject to available designated storage space and advance written approval by the Management Company and/or Board. No prohibited or restricted items whatsoever may be stored on balconies, patios, or terraces, including bicycles and motor bikes. Residential Unit Owners will have the right to use the parking spaces, for automobile and motorcycle parking only, in accordance with the Declaration.

c) **Parking Spaces.** No Owner shall modify any parking space in any manner or cause any parking space to be permanently enclosed, converted or otherwise remodeled to allow for occupancy of any occupants of the Unit. No Owners shall cause any carport, tent, cover or similar temporary or permanent shelter to be erected over a parking space, without written

approval from the Board or Management Company, which the Board or Management Company may withhold in its sole discretion.

d) **Additional Restrictions.** No vehicle shall be left within the Condominium Property for more than one business day if not capable of self-propulsion. No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle, upon any portion of the Condominium Property.

e) **Prohibited Parking.** Except as provided in Declaration, no parking shall be permitted on any sidewalks, lawns, or areas restricted by the Management Company or Board, and all parking shall only be permitted in designated parking areas within the Property. Subject to applicable laws and ordinances, any vehicle parked in violation of these Rules and Regulations or other restrictions contained herein or in the Declaration may be towed by the Association, or Management Company on behalf of the Association, at the sole expense of the owner of such vehicle, without warning.

The unassigned parking spaces by the drive-through, immediately in front of THE GRAND at Bay Point, are for loading and unloading and visitor parking, and are to be used only for brief periods for such purposes.

f) **Designated Parking Areas.** Notwithstanding section 4 of these Rules and Regulations, the Association may, but shall not be obligated to, designate certain portions of the Common Elements, which may be relocated from time to time, for the parking of trucks, commercial vehicles, buses, recreational vehicles, mobile homes, trailers, boats, and campers. Any such area designated, in the sole and absolute discretion of the Board, may be terminated for such use without cause. The Board shall have the authority to formulate appropriate rules concerning the use of any such parking/storage area, including reasonable charges therefore. Handicap parking spaces are intended for the use of persons with ambulatory disabilities and are not to be used for leaving vehicles for extended periods. These spaces are to be available to ALL persons with such disabilities, as needed.

g) **Speed Restriction.** Vehicles using the Condominium driving areas may not exceed a speed of five (5) miles per hour.

5. **Animals and Pets.** Only common household pets belonging to Owners, which have been approved by the Board, will be allowed within the Condominium Property, but shall not be kept in such number as to be an annoyance to other Unit Owners. Numbers in excess of a total of two (2) household pets (other than aquarium-kept tropical fish) shall prima-facie be considered unreasonable; subject to the following further restrictions: (1) only common household pets may be kept in a Unit; (2) no pet shall be permitted outside a Unit except on a leash and at all times under the control of its Owner or a responsible party at all times that they are in the common elements; (3) no horses, hogs, pigs, cattle, goats, sheep, snakes or other reptiles, chickens or other fowl or livestock of any kind shall be permitted on any portion of the Condominium Property; (4) no Pit bull dogs, Rottweilers, Doberman Pinschers, or other similar breeds which may, in the sole discretion of the Board or Management Company, have the potential for vicious or dangerous behavior are permitted; (5) no pet may be kept, bred or maintained for any commercial purpose whatsoever; (6) no pets shall be allowed to constitute a nuisance or annoyance to other Owners or lessees; (7) each Owner shall walk his pet only in areas as may be designated by the Board or Management Company, from time to time; (8) all Owners of pets shall be held strictly responsible for immediately collecting, removing and

properly disposing of waste matter or litter deposited by his pet {through proper means}; and (9) only pets weighing forty (40) pounds or less may be kept in a Unit. Should a Unit Owner or person occupying a Unit through the authority of an Owner, fail to clean up after his pet, the Management Company may perform that service and bill the Unit owner accordingly, with a minimum service charge to be determined by the Board in its sole discretion, which may be amended or increased from time to time. Those pets which, in the sole discretion of the Board or Management Company, endanger the health, make objectionable noise or constitute a nuisance, threat or inconvenience, shall be removed within three (3) days of written request from the Board or Management Company. Failure of an Owner to remove such pets shall entitle the Association to obtain an order from a court of competent jurisdiction enforcing the decision of the board. All costs incurred by the Association incident to all such actions, including reasonable attorney's costs and fees, shall be recoverable against the offending Owner. The Association further reserves the right to adopt and enforce additional pet regulations necessary to ensure that pets are not and do not become a nuisance and demand that a member permanently remove any and all pets which create disturbances and annoyances from the Condominium property. Each Owner, by acquiring title to a Unit, agrees to indemnify the Management Company and the Association and hold them harmless against all loss or liability of any kind whatsoever arising from any pet or animal of the Owner or any resident of the Owner's Unit. No pets are permitted by short term (less than 6 months) renters, lessees, or non-owner tenants.

Notwithstanding the foregoing provisions of this section permitting common domestic household pets, no animals, birds or other pets may be kept, raised or maintained on the Condominium Property under circumstances which, in the good faith judgment of the Board or Management Company constitute an unreasonable annoyance, nuisance, or safety hazard to Owners and their respective guests and invitees or an unreasonable interference with the comfortable and quiet use, occupancy and enjoyment of the Condominium Property. In furtherance of the foregoing, no household pet shall be permitted to make an unreasonable amount of noise, disturb the peace, or otherwise become an annoyance or nuisance. All household pets shall be kept indoors. All pets (including cats) must be leashed or carried by hand at all times when outside a Unit. No pet shall be left unattended on a balcony, terrace, patio or other exterior space.

6. **Nuisances.** No Owner shall make or permit (i) any loud and/or disturbing noises of a continuing nature, (ii) any noxious or offensive activity, (iii) any emanation of unpleasant odors, or (iv) any other nuisance or annoyance by himself, his family, employees, agents, visitors or invitees, tenants or licensees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts or conveniences of the Owners. No noxious, illegal or offensive activity shall be carried on upon any portion of the Condominium Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Condominium Property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Condominium Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Condominium Property. No unlawful activity of any kind shall be permitted within the Condominium Property. Any ultra-hazardous activity permitted or undertaken by any Owner within any portion of the Condominium Property shall be a nuisance, subject to extra protection and/or assurances of safety provided to the Board. No Owner shall permit use of a Unit or make or permit any use of the Common Elements or Limited Common Elements that will increase the cost of insurance upon the Condominium Property.

7. **Noise.** Should noise transmission create a disturbance or a nuisance, the responsibility is with the Owner to abate the noise transmission and not the Association or the Management Company. In order to ensure the comfort of all Condominium Unit owners, between the hours of 10:00 p.m. and 8:00 a.m. all unnecessary noises should be avoided. Contractor/repair work hours are 7:00 am to 5pm Monday thru Saturday. Emergency repairs such as plumbing, HVAC repairs, etc. are exempt and may be performed on an emergency need basis.

8. **Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property or a Unit shall be the same as the responsibility for the maintenance and repair of the property concerned. No person shall do or permit anything to be done within the Condominium Property, or bring or keep anything therein which would conflict with health and safety laws or with any insurance policy of the Association; or with any of the rules, regulations or ordinances of any governmental or quasi-governmental authority having jurisdiction over the Condominium.

9. **Signs.** No sign, notice, other display, or advertising may be posted, displayed, maintained, inscribed, painted, or affixed on any part of the Condominium Property or on any vehicle located thereon, other than on a commercial vehicle which is present in connection with the performance of work or the making of a delivery to the Condominium, without the prior written approval of the Board or Management Company. The Board is entitled to place, alter, and maintain, such signage and notices as desired on Limited Common Elements and Common Elements of the Condominium; provided that such signs are not located on a Limited Common Element appurtenant to less than two (2) Units. Such signage may not alter the uniform look of the Condominium. Signs may be lighted. Any alterations to the appearance of signs are not required to be approved by the Owners, but must be in compliance with applicable codes. Moreover, any alteration to a sign will not constitute a material alteration of the Common Elements or Limited Common Elements and will not require an amendment to the Declaration. All costs and expenses associated with signage, including those of maintaining, repairing, replacing, and removing signs are a Common Expense of all Owners.

10. **Luggage Carts:** Luggage carts are to be used only by residents for purposes of transporting personal goods and are to be returned immediately after use to the designated storage area in the garage. Luggage carts are not to be used by contractors, repair workers, or movers.

11. **Children.** Children are to play only in areas either designated or clearly intended for play, and they are not to play in public halls, on stairways, or other common areas which would cause an obstruction. Reasonable supervision by parents or guardians must be exercised at all times when children are playing on the Condominium Property.

12. **Hazardous Materials.** Hazardous materials shall only be stored in a Unit, or the Common Elements or Limited Common Elements, if reasonably necessary to and ordinarily utilized in connection with the maintenance thereof, and in all instances in accordance with applicable laws, rules and regulations, and in such manner as to avoid risk or release or exposure.

All hazardous materials shall be stored, utilized, disposed of and accounted for in accordance with all governmental requirements. Owners shall be responsible for the maintenance, clean-up, storage, handling and disposal of any hazardous materials on their property and any contamination therefrom. No on-site storage of gasoline or other fuels shall be permitted in any Unit, or the Common Elements

or Limited Common Elements by an Owner; provided that the Association and Management Company shall be permitted to store such materials as may be reasonably necessary in connection with the operation and management of the Condominium.

13. **Trash.** No rubbish, trash, garbage or other waste material shall be kept or permitted on the Condominium Property except in designated containers located in appropriate areas. No bicycles, garbage cans, laundry, dry cleaning, supplies or other articles shall be placed in the halls or on staircase landings. No portion of the Condominium Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be unsightly. To provide a healthy environment and in order to eliminate odors and vermin, all trash and garbage must be placed in plastic bags and deposited **ONLY** in the trash chutes located on each floor of the Condominium building for that purpose. Trash containers located at the elevator entrances on each floor are to be used only for small amounts of outside trash and not for unit trash or garbage. No lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Condominium Property. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly material at all times. Any Owner found to have abused the Association's trash disposal may be assessed an additional charge by the Board.

14. **No Smoking in Common Areas.** No smoking is permitted in or around the common areas and limited common areas. This includes, but not limited to, the pools, grills, Lanai, owners lounge, hallways, public restrooms, storage areas, stairwells, or elevators.

15. **Outside Installations.** No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilator, or air conditioning devices, or aerials, shall be used in or about the Condominium Property except as shall have been approved by the Association in writing. Notwithstanding the foregoing, the Board of the Association or any architectural review committee thereof, may provide specifications and shall have the right to promulgate and regulate standards and guidelines restricting or limiting the type, dimensions, appearance, diameter, height, length, installation and maintenance of any improvement, including hurricane or storm shutters, and the location in which any of the foregoing improvements may be erected on the Condominium Property in order to ensure uniformity in the appearance of the Condominium Property. The exterior of the Condominium Property and all other areas appurtenant to it shall not be painted or modified by an Owner in any manner without prior written consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. Personal decor may be displayed on the terrace area immediately outside an Owner's unit. This personal decor is generally limited to door wreaths, plants, small tables, and benches. Personal decor may not obstruct the walkway and must keep the same general aesthetic appearance of the rest of the Condominium Property.

No radio or television installation may be permitted on a Unit or exterior of a building, the Common Elements or Limited Common Elements which interfere with the television or radio reception of another Unit. If such improvement is permitted, the Board may, in its sole and absolute discretion, require that other improvements be installed to camouflage the presence thereof. In no event shall any approved exterior antenna, aerial, satellite dish or other apparatus be permitted on the front portion of a Unit. Ceiling fans approved by the Board may be installed on the ceilings of decks using the wiring and electrical box provided by the Condominium builder.

16. **Antennas and Satellite Dishes.** No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind may be allowed on the Condominium Property, except (i) as may be provided by the Board or the Management Company for the benefit and use of the Condominium; (ii) if such apparatus is completely contained within the Residential Unit so as not to be visible from outside the Residential Unit; (iii) if such apparatus is otherwise approved by the Board or Management Company. No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception. Notwithstanding anything contained herein to the contrary, no antennas that are used for broadcast and reception of audio signals such as HAMM radios are allowed on the Condominium Property.

17. **Windows, Doors, Shades, Drapes and Shutters.** No change shall be made in the color of any exterior door, storm or hurricane shutter, glass or screen shutters, or other such covering of the exterior doors and windows, and the exterior face of all window shades, drapes, and shutters shall be white, or such other color as approved by the Board or Management Company from time to time.

18. **Hurricane Shutters.** The Board may, from time to time, establish hurricane shutter specifications which comply with the applicable building code, and establish permitted colors, styles, and materials for hurricane shutters. Subject to the provisions of the Declaration, the Association may approve the installation or replacement of hurricane shutters conforming to the Board's specifications. The Board may, with the approval of a majority of voting interests in the Condominium, install hurricane shutters, and may (without requiring approval of the membership) maintain, repair or replace such approved shutters, whether on or within Common Elements, Limited Common Elements, Units, or Association Property; provided, however, that if laminated glass, in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection, is installed, the Board is not required to install hurricane shutters in accordance with this provision. All shutters shall remain open unless and until a storm watch or storm warning is announced by the National Weather Center or other recognized weather forecaster. A Unit Owner or occupant who plans to be absent during all or any portion of the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual.

19. **Evacuation Orders.** In the event an emergency evacuation order is made by the appropriate state, county or other governmental authorities, whether voluntary or mandatory, the Association may implement an emergency plan in order to protect all Owners, the Condominium Property and the Association Property. The emergency plan will be communicated to all Owners, lessees, and tenants in occupancy at the Condominium when implemented and may require that Owners, lessees and tenants vacate the Condominium Property and find safer alternate accommodations at Owner, lessee or tenant's sole expense. All Owners must adhere to the Association's emergency plan when implemented.

20. **Mitigation of Dampness and Humidity.** No Owner shall install, within his Unit or upon the Common Elements, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall or dry wall. Additionally, all Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, at 72° F, to minimize humidity in the Unit. In the event that the Board or Management

Company reasonably believes that this rule is not being complied with, then, the Board or Management Company shall have the right (but not the obligation) to enter the Unit (without requiring consent of the Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required (with all utility consumption costs to be paid and assumed by the Owner of the affected Unit). To the extent that electric service is not then available to the Unit, the Board or Management Company shall have the further right, but not the obligation (without requiring consent of the Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Owner to the Association).

21. Firearms. The discharge of firearms within the Condominium Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the other Condominium Documents, the Association shall not be obligated to take any action to enforce this Section, and shall have no liability whatsoever in connection therewith.

22. Solicitation. There shall be no solicitation by any person of any kind, whether commercial, religious, educational, charitable, or otherwise, anywhere on the Condominium Property unless specifically authorized in writing by the Board or Management Company. The foregoing shall not be deemed to restrict any Owner's rights arising under Section 718.123, Florida Statutes, to peaceably assemble or right to invite public officials or candidates for public office to appear and speak at or within the Common Elements of the Condominium in accordance with reasonable rules that either the Board of Directors or the Management Company may from time to time adopt.

23. Over-night Occupancy Limits. Overnight occupancy of units is limited to six (6) adults in a two bedroom unit and eight (8) adults in a three bedroom unit.

24. Exterior Appearance and Improvements. Subject to any provision of the Declaration specifically permitting same, or as otherwise permitted herein, no Owner, tenant or guest, may cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, or windows of the Condominium (including awnings, signs, storm shutters, screens, window tinting, furniture, fixtures, and equipment) without the prior consent of the Board or Management Company. Locks and hardware on the exterior of outside unit entrance doors must conform to existing locks and hardware, and may not be changed without Board written approval. The balconies, terraces, stairways and windows shall be used only for the purposes intended, and shall not be used for drying or hanging garments, Jacuzzis, cleaning of rugs, hanging of plants, receptacles and other movable objects or storing any objects. (see section 15 for personal decor exceptions.) A reasonable number of appropriate plants may be placed on unit balconies. No objects shall be hung up or shaken from balconies or window sills. No cloth, clothing, rugs or mops shall be hung up or shaken from window, doors or balconies. Members shall not allow anything to be thrown or to fall from windows, doors, balconies or the interior of the building from hall doors. The sidewalks, driveways and entrances must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Condominium unless otherwise authorized by the Board. Notwithstanding the foregoing, any Owner may display one portable, removable United States flag in a respectful manner.

25. Barbecue Grills. Barbecue grills may only be used on those portions of the Condominium Property specifically designated by the Board or Management Company for such use. No cooking of any kind shall be permitted on the balconies, patios or deck areas.

26. **Deliveries.** All deliveries, including personal property, to and from the Units shall be made by authorized entries only and shall not cause any unreasonable noise or unreasonable disturbance to the Owners or occupants of any other Units, nor damage to the Common Elements or the Units, and must take place between 8:00 am and 7:00 pm. Food delivery is exempt from delivery guidelines.

27. **Floor Loads.** Owners shall not place a load on any floor exceeding the floor load per square foot area which the floor was designed to carry and which is allowed by law or which may, in the reasonable opinion of the Board or the Management Company, constitute a hazard to or may damage the structural integrity of a building.

28. **Weight and Sound Restriction.** Hard and/or heavy surface floor coverings, such as tile, marble, wood and the like will only be permitted in foyers, kitchens and bathrooms or as otherwise installed by the Developer or installed prior to the recordation of the Declaration. Installation of hard surfaced floor coverings in any other areas (*i.e.*, areas other than foyers, kitchens and bathrooms) must be first approved by the Board and meet all sound insulation requirements and structural requirements established by the board. All other areas within the Units are to receive sound-absorbent, less dense floor coverings, such as carpeting. Further, the installation of any improvement or heavy object must be submitted to and approved by the Board, and be compatible with the overall structural design of the Condominium. The Board may require a structural engineer to review certain proposed improvements, with such review to be completed at the Owner's sole expense. No spas or hot tubs shall be permitted on any balcony. Additionally, the Board will have the right to specify the exact materials to be used on balconies, patios, terraces, and lanais. The structural integrity of balconies is adversely affected by water intrusion and the water retention qualities of indoor outdoor carpet, river rock and unglazed ceramic tile and its grout; therefore, these materials may not be used on balconies. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Condominium. Owners will be held strictly liable for violations of these Rules and Regulations and for all damages resulting therefrom and the Association has the right to require immediate removal of violations.

29. **Damage and Theft.** Neither Owners, renters, occupants or their dependents, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the buildings or other improvements of the Condominium. Owners shall be responsible for any such damage. The occupants of a Unit shall be responsible for theft, breakage of or damage to the personal property contained within the Common Elements of the Condominium. Furthermore, no Owner may alter Condominium property, unless specifically requested by the Board. The Board, in its sole discretion, shall have the authority to determine the color scheme, décor, finishes and overall appearance of the Common Elements of the Condominium.

Notwithstanding the foregoing, no Owner, guest, invitee, or lessee of such Owner may alter the Common Elements of the exterior of the Units except for permitted alterations or damage to the gypsum board or dry wall on demising walls of a Residential Unit. In the event of non-permitted alteration or damage, the Owner for itself or on behalf of any non-paying guest, invitee, or lessee of such Owner, the Owner also will be responsible for the cost of securing alternative accommodations or facilities of comparable quality and location until the damaged accommodations or facilities are repaired.

30. **Rooftops.** Except for Management Company, their affiliates, or an entity approved by the Board or Management Company, Owners are not permitted on the roof of any building within the

Condominium Property for any purpose without the express approval of the Board or Management Company.

31. **Leases.** Residential Units may be leased or rented in accordance with applicable laws and pursuant to the following terms and conditions: Prior to the rental or lease of any Residential Unit, the owner shall notify the Board in writing providing:

- a) The name/address of the person to who the proposed rental or lease is to be made.
- b) The terms and conditions thereof of the rental (excluding financial terms and agreement)
- c) A fully completed tenant information sheet, as promulgated by the board from time to time. Tenant information sheet shall include a statement of tenant's obligation to comply with the Condominium Documents, signed by the proposed tenant, together with a copy of the fully executed rental or lease agreement.
- d) Failure to comply with any of these requisites shall be deemed a breach hereof, and any rental or lease in contravention of this section shall be null and void and confer no right, title, or interest in the subject Condominium unit to the intended lessee.

POOL USAGE

Owners, their immediate family members, and up to ten (10) guests accompanied by a unit owner and lawful occupant of a Condominium Unit may use the recreational facilities in a manner consistent with all applicable Condominium documents, inclusive of these Rules and Regulations and do so at their own risk. All users are required to obey the posted rules at the Condominium for usage of the pool area. Children under twelve (12) years of age using any swimming pool, whirlpool, and/or other available recreational facilities (including but not limited to the fitness center and lanai area) must be accompanied and supervised by a responsible adult at all times. Fitness Center usage is limited to adult residents.

Swimming in a pool or using a whirlpool or spa is permitted only during the posted hours of operation. Since the pool and spa are not guarded, persons using these facilities do so at their own risk. Persons using all recreational facilities must be appropriately attired at all times.

Persons using any of the aforementioned facilities do so at their own risk. If any person does not fully understand any posted rules or understand the proper use of the facility, that person shall not use such facility without first receiving instruction and/or direction from an officer of the Association or a representative of the Management Company.

The following are the basic rules for persons using a swimming pool or whirlpool:

- (a) Shower thoroughly {each and every time} before entering.
- (b) Pneumatic floats or other items of similar nature, except swimming aids, are not permitted in the pool or spa.
- (c) Pets are forbidden in the lanai or general pool and spa areas.
- (d) Running and/or ball playing or throwing objects is not permitted.

(e) Food and Beverages may be consumed within the pool and spa areas, but extreme care must be taken that absolutely NO GLASS, GLASS BOTTLES or other GLASS CONTAINERS be allowed within the pool and spa areas. Anyone who hosts or participates in serving or consuming beverages will be held strictly responsible for cleaning up after such refreshments have been consumed and will further be held strictly liable for any injury resulting from broken glass.

(f) If suntan oils, creams or lotions are used, a towel or other form of protection must be placed on pool furniture to protect the attire of others who use the furniture.

(g) Children must wear appropriate bathing attire at all times including, if necessary, swim diapers or any other protective barrier. Regular diapers are not allowed in the pool.

(h) Wet bathing attire shall not be worn in the Owners' lounge area.

(i) DIVING IS PROHIBITED.

Owners and authorized users shall observe all posted Condominium Rules and Regulations, as may be amended from time to time, governing the use of all available recreational facilities.

AMENDMENTS

Reasonable rules and regulations concerning the use of Condominium Property may be promulgated and amended from time to time by the Board and/or the Management Company, in the manner provided by the Bylaws, without consent of the Owners or mortgagees. If the powers and duties of the Board to promulgate and amend the Condominium Rules and Regulations are delegated to the Management Company, the Management Company may promulgate and amend the Condominium Rules and Regulations without consent of the Owners or Mortgagees. Such additional and amended Condominium Rules and Regulations shall be binding as all other Condominium Rules and Regulations previously adopted.

VIOLATIONS

Violations. For each violation of any of these Rules and Regulations, the Board or Management Company may levy against the offending Owner a sum of up to one hundred dollars (\$100.00) per violation or such higher amount as may be then allowed by applicable law. An Owner against whom a fine is sought to be levied against will be afforded an opportunity for hearing in accordance with Florida law. This remedy is in addition to, and not in lieu of, remedies provided in these Rules and Regulations, the Condominium Documents or applicable law.

THE ABOVE AMENDED AND RESTATED RULES AND REGULATIONS have been APPROVED by the Board of Directors this 5th day of May, 2015.

BY ORDER OF THE BOARD OF DIRECTORS OF
BAY POINT RESIDENCES ASSOCIATION, INC.

[Signature] Secretary