

**de la Bahia Condominium Association
2600 South Kanner Highway
Stuart, FL 34994**

**RULES AND REGULATIONS OF THE
ASSOCIATION
REVISED**

December 2017

FOREWORD

In order to keep up with changing times and events, the Rules and Regulations, hereinafter known as “Rules,” of de la Bahia contained herein are updated periodically in accordance with the Bylaws and the Declaration of Condominium. de la Bahia is a great community in which to live and these updates are meant to preserve and protect those aspects that we all enjoy as residents.

These Rules have been developed, revised and approved by the Board of Directors of de la Bahia Condominium Association over time at duly held meetings. The Board of Directors has the latitude to amend, supplement or repeal these Rules as they see fit. In the event that there is any conflict between the intent and meaning of these Rules, the Bylaws and the Declaration of Condominium shall govern. Basically, they are intended to protect the interests of our owners and the value of their property.

The facilities of de la Bahia are primarily for the use of residents. Guests of owners will be permitted to use these facilities after being made aware of the Rules and in all cases, should be aware of the prior right of owners. All concerns or suggestions relating to limited or common elements, violation of Rules, Bylaws and/or the Declaration of Condominium, or the failed enforcement thereof, may be presented orally at Board meetings or in writing. Said written communication shall be signed, dated and addressed to the Board President. The identity of the complainant shall be respected and protected unless same is requested by a member.

Board members shall not be called at home except in cases of an emergency.

I. MEMBERS AND GUESTS DEFINITIONS

A. OWNER MEMBER

1. Owner members comprise the person or persons whose names are on the warranty deed. Owners may sponsor guests.
2. The owner is responsible for the conduct of owner's family, guests, tenants, or visitors and for any fees or costs which may be properly assessed.
3. Co-owners of a unit may not serve as members of the Board of Directors at the same time unless they own more than one unit or unless there are not enough eligible candidates to fill vacancies on the board.

B. FAMILY MEMBER

1. A family member is a person who dwells in the household of an owner member and who was so identified in the application for Association membership or who may subsequently be approved as such upon application to and approval by the Board of Directors.

C. ASSOCIATE MEMBER

1. An associate member is a person who is an authorized lessee (tenant) in accordance with Article X of the Declaration of Condominium and/or a person identified as an occupant in the Application for Approval of Tenancy by the Board of Directors.
2. Although the owner bears overall responsibility, the tenant is responsible for the conduct of the tenant's guests. Tenants do not have the right to sponsor resident guests during their absence.

D. GUESTS

1. All other occupants who may temporarily occupy a condominium unit and/or use any of the common facilities, including parking, are termed guests. No guests may sponsor or extend use of the condominium facilities to other guests.
2. All guests who do not reach the age requirement of fifty-five (55) may visit and temporarily reside in the condominium units for a period of, but not to exceed, thirty (30) days during a one (1) year period.
3. All children, who are guests and under the age of twelve (12), must be accompanied by an adult relative, when using common facilities.
4. A person or relative visiting and sponsored by an authorized member, using common facilities, but not residing in the apartment is also classified as a guest.

E. NON-RESIDENT GUEST

1. A person or relative visiting and sponsored by an authorized member and using any common facilities, but not residing in the apartment, is considered to be a non-resident guest.
2. A son, daughter, mother or father of the owner member's family will be required to follow the same rules and regulations.

F. VISITORS: Persons entering a condominium unit but using none of the common facilities except for parking spaces are termed visitors.

II. GENERAL RULES AND REGULATIONS

A. MOTOR VEHICLES RESTRICTIONS

1. Allowed vehicles shall not exceed 222" in overall length or 80" in overall width. Any vehicles with an open back or bed must have the open area fully covered by a factory or factory equivalent, custom fitted cover.
2. No commercial vehicles or passenger vehicles with commercial signage, boats, boat trailers, RV's (recreational vehicles), motorcycles, motor bikes, mopeds, electric carts or other vehicles will be allowed. No other objects or materials shall be placed in the parking spaces or on the streets or anywhere on the common area.
3. Changing of oil or mechanical work on vehicles is not permitted anywhere on the premises.
4. Vehicles may be washed using the hoses at the dumpsters by "D" or "Y" buildings. Only biodegradable soap or detergent or clear water may be used.
5. Commercial and service vehicles, trailers or equipment used in the maintenance of grounds and buildings and apartments for or by residents of de la Bahia are permitted to be parked only in the area specifically approved for these by the Board of Directors. No other vehicle types are permitted on the grounds.
6. Maximum speed on the de la Bahia Condominium Association streets shall not exceed ten (10) miles per hour.
7. Trailer hitches, if possible, must be removed from parked vehicles.

B. PARKING

1. Cars must be parked "head-in" except where parallel parking is indicated.
2. Each apartment is assigned a specific parking space.
3. Second cars may be parked in any unassigned spaces except for those spaces marked for specific use (car wash). If a private arrangement is made between an owner with a second vehicle and an owner with an unused space, a letter of authorization shall be placed on file in the Association office stating the name of the member authorized to use the numbered parking space, and signed by the owner.
4. Guest parking on the premises is limited to thirty (30) days for any one guest in any one calendar year. All parking spaces that have no specific number or name painted on them will be considered unassigned parking spaces.
5. A prohibited vehicle may be used to load or unload when an owner/tenant is moving in or out. That vehicle may be parked no more than forty-eight (48) hours.
6. No unit may have more than two legal vehicles parked on the de la Bahia premises, excluding guest cars. Both vehicles must be titled in the name of an owner member, family member or an associate member who was so identified and approved as a part of the application for association membership of that unit's household. Any exception to this rule must come from the Board of Directors.
7. All qualified vehicles are to display stickers which are obtained from the office. The stickers are to be placed on the vehicle's rear bumper or window.
8. Short term visitors (30 days or less) passes, obtained from the office, are to be placed inside the vehicle's left front windshield. Guests arriving during hours when the office is closed must obtain their pass at the office at the start of the next business day. No visitor's vehicles shall be ticketed for lacking a sticker during hours when the office is closed.

9. Following a first notice, the owner of a vehicle without a sticker will have five (5) business days to acquire and affix said sticker. If the sticker is still missing, the owner will be sent a final notice informing them that failure to obtain and affix the sticker within three (3) days from the date of the notice will result in the vehicle being towed at the owner's expense. (715.07 FS)

C. APPEARANCE AND MECHANICAL CONDITION

1. Appearance of parking spaces is a responsibility of all unit owners and lessees. Any damage to a parking space, determined to have been caused by an owner, guest or lessee, may be repaired by the Association and billed to the owner.
2. No parking space may be used for any purpose other than parking vehicles which are in good operating condition with a current state registration and proof of insurance. Parked unauthorized vehicles will be towed away at owner's expense.
3. Vehicles with major body damage, significant rust and or missing parts must be repaired or removed from the property within two weeks (14 days) from the date of notice or be subject to towing at the owner's expense.
4. No vehicle shall display any type of advertising, graffiti or other abnormal markings inconsistent with factory design. A list of the violations along with pictures shall serve as documentation. Offending vehicles will be subject to being towed.
5. Such action will be taken upon the agreement of a quorum of Board Members that the vehicle in question violates the above listed criteria.

D. STAIRCASES AND BALCONIES

1. Staircases, front balconies and walkways must not be obstructed in any manner. Balcony railings are not to be used for the drying or airing of any article of clothing, towels, bedding or other items.
2. No potted plants, chairs or other furniture may be placed on front balconies, staircases and walkways as such objects are considered to be obstructions. Opened entrance doors are also considered to be obstructions.

E. ROOF

1. No person is allowed on the roof of any building at any time for any reason, except for authorized de la Bahia maintenance personnel, contractors or members of the Board of Directors without specific notification to and the permission of the Board of Directors.
2. If such permission is granted, a person designated by the Board of Directors will be in standby attendance.

F. TRASH AND GARBAGE

1. Glass and plastic containers, aluminum and tin cans and newspaper may be placed in the same recycling container.
2. Flattened cardboard is to be placed in specially identified containers at locations identified by the Board (currently at X-Y buildings).
3. For sanitary reasons, all garbage must be well wrapped or bagged. Additionally, garbage that does not fit into a container must be put in plastic bags and placed near the garbage containers only on the morning of pickup. Improperly wrapped garbage attracts animals. The best way to avoid the mess they create is to use your garbage disposal as much as possible.

4. Oversized trash should be disposed of in the dumpster provided for that purpose at a location and on a schedule as identified by the Board of Directors. Lacking such units, owners must make arrangements to have oversized trash transported off of the grounds.
5. Dumpsters are not to be used to deposit refuse resulting from remodeling work being performed in owner's units without permission of the Board.

G. ANIMALS

1. Either one dog or cat that does not or will not weigh more than (twenty) 20 pounds at maturity will be permitted. No other four legged pets are allowed. Owners, prospective buyers or prospective lessees desiring to keep one pet must present a certificate to the office from a veterinarian confirming that the intended pet breed will not, on average, weigh more than (twenty) 20 pounds at maturity. A veterinarian's certificate of weight is also to be presented for adult animals.
2. On common grounds, dogs and cats shall be on a leash at all times. Dogs and cats, even though leashed, are not permitted in the clubhouse, pool or pool area or other recreational areas.
3. Animal owners will pick up and dispose of their animal's droppings. Dog walk areas are identified by site map and signage. All other areas, especially in front of buildings, are off limits.
4. There will be no feeding of animals, dogs, cats, squirrels and birds anywhere on the common area.

H. CLUB PROPERTY

1. No member shall borrow or cause to be taken away from the clubhouse or grounds any properties belonging to the Association without permission of the Board of Directors. In case of loss, destruction, defacement or damage to any Association property, the person causing same shall be held responsible for replacement or repairing same. Owner-Members are responsible for lessees, guests and family members in this regard.
2. No personal property will be kept or stored on the clubhouse premises except in space assigned and authorized by the Board of Directors in accordance with instructions and at such fees which will be determined by the Board of Directors.
3. No personal property will be stored in attics of Buildings "A" through "Z", the "A" compound, the meter rooms or on any other part of the common areas.

I. LIABILITY: The de la Bahia Condominium Association shall not be responsible for any loss or damage to any property kept or stored in or on the clubhouse premises, or areas identified above, by members, lessees, or guests under any circumstances.

J. WATER SHUT OFF: Any Resident who will be gone for one week (7 days) or more must turn off all water sources in their unit. (sinks, toilets, washing machine, etc.) Failure to do so may render the unit owner responsible for any damages suffered by neighboring (horizontal or vertical) units. *718FS (11)3(g)1,2 p.12

III. PROHIBITED ACTIVITIES

A. PORCHES

1. There is to be no activity within any apartment, and specifically on any porch, which can endanger the building structure or persons in proximity thereto. Nor will there be any activity that causes flame, smoke, noxious odors, loud music, barking dogs or other noise which may be objectionable to other building occupants or owners in neighboring buildings. This rule specifically prohibits the use of barbecues, electric cookers and hibachis and the like on any porch.
2. No porch is to be enclosed in any manner without specific written approval of the Board of Directors. The only “glassing in” proposals that will be considered by the Board are those that propose the installation of windows that have a standard, white frame painted finish. Outer limits of an apartment unit extend to within one inch of the screen and therefore, the responsibility for maintenance, repair and replacement rests with condominium unit owner.
3. Notwithstanding such owner responsibility, the area within the porch is defined as not being within the walls of the apartment with respect to painting, decoration or changing with written consent from the Board of Directors. Colors and appurtenances which do not match, complement or blend with the décor of the building and the condominium in general will not be approved.
4. No clothes-lines or similar devices shall be allowed on any portion of a porch or on any portion of the common elements. Such devices are only allowed within the boundaries of the unit.

B. SEAWALLS: Walking on the seawall is not permitted except when gaining entrance to a dock.

C. FLOORING: No ceramic tile or parquet flooring may be used in any area of second floor residential units unless such flooring material is applied over 1/4” of cork or other equivalent sound deadening material with a minimum noise attenuation value of at least IIC 55 (Impact Insulation Class) and STC 55 (Sound Transmission Class), higher numerical values are better, or as approved by the Board of Directors.

D. BABYSITTING: Babysitting is not allowed by anyone in our Condominium Association area except at the discretion of the Board of Directors.

E. SOLICITATION: No type of solicitation or any type of commercial activity is permitted on the Condominium Property. No advertisement, subscription list or notice may be circulated or posted in the clubhouse without the permission of a Board member.

F. SMOKING: No smoking is permitted in any part of the clubhouse.

IV. COMMON AREA

The grounds external to buildings all constitute “Common Area.”

A. BARBECUES: Except as provided below, barbecues and hibachis are specifically prohibited, not only from storage but also from use, on common areas. Barbecues and hibachis may be used alongside the sea walls. Where there are no sea walls, barbecues and hibachis may be used, but must be a minimum of twenty (20) feet from the rear of the building and directly behind the owner’s apartment. Care is to be exercised that hot coals not be dumped on the grass

or on the boat docks. No propane canisters exceeding two (2) pounds may be stored within a unit.

B. SEASONAL LIGHTING: An owner is allowed to place decorative lights or lighting on common ground immediately adjacent to their respective units from the first Saturday after Thanksgiving through January 14th.

C. BICYCLES

1. Bicycle racks have been placed in various locations for bicycle storage. Bicycles must be parked in these racks since storage is not allowed elsewhere.
2. Bicycles must also be registered with the office and possess a decal if they are stored in outside bicycle racks. Bicycles are limited to two (2) per unit.
3. Bicycles which appear to have been unused for a long period of time, or abandoned, may be disposed of by the Board following attempts to locate and contact the owner.

V. PLANTINGS, YARD ART AND WALKWAYS

A. PLANTINGS

Residents at de la Bahia are prohibited from planting trees, shrubs or flowers anywhere on common property except as noted below.

1. Free standing plantings may be placed on common ground with specific, written permission of the Board of Directors.
2. Upon permission from the Board, a resident may donate and install a plant, flower bed, trees, or shrubbery on common ground not contiguous to their building residence. Such permission must be based on clear definition of the type, size and precise proposed location of the donated landscaping materials.
3. The donating resident will be responsible for preparation, installation and cleanup of these plantings such that the adjacent lawn and grounds are returned to their original condition to the satisfaction of the Board.
4. Upon permission from the Board, residents living on the first floor of buildings A through Z will be permitted to add flowering plants or other low growing ornamental plants behind their respective back porches. Such plants must not be allowed to exceed a height or be taller than 40" as measured from the ground. The outer edge of the trunk system of such plants may not extend further than eighteen inches (18") away from the cement edge of the back porch floor.
5. The planting of any flowers or ornamental bushes or shrubs, in the front of residential buildings, will be permitted only with the specific and written permission of the Board. Such plantings will be limited to a height of eighteen inches (18") and will be confined to available space between existing bushes and hedges already in place in these areas.
6. Upon permission from the Board, residents will be allowed to plant flower beds around the base of palm trees in the immediate area of their apartments. Such flower beds should include those types of flowering plants which do not exceed a height of eighteen inches (18") or a diameter of six (6) feet.
7. The maintenance of any plantings which have previously been permitted is the responsibility of the apartment owner. Any increased expense of general maintenance due to the nature, extent or configuration of any previously permitted

plantings will be charged to the owner, as well as any cost for specific maintenance or restoration to original condition where such plantings are neglected or abandoned by the owner.

8. The Board has the right to remove any approved plantings following seven (7) days notice to owners with reasons for removal.

B. FIGURINES AND OTHER YARD ART

1. No hanging pots or figures of any sort will be permitted in the front gardens of any unit.
2. The only exception will be confined to spaces under the stairwells as long as no resident of that building objects.

C. WALKWAYS ON COMMON PROPERTY

1. All new walkways added to the common ground must conform to good safety practices and be pre-approved by the Board of Directors. The party requesting the work will assume the cost. The walkway then becomes part of the common ground owned by the Association.
2. Any walkway deemed by the Board of Directors to pose a safety hazard would be removed and replaced with sod at the expense of the Association.
3. The use of good quality cement blocks 18" x 18" by approximately 2.5" thick should be placed in two rows to form a thirty-six inch (36") width for the length of the walk required. The blocks are to be a natural, earth tone color to blend well with the buildings. The "walk" area should be leveled, pitched and dug out, approximately two inches (2") deeper than the proposed blocks.
4. The 2" depth of replacement fill should be sand (preferably white sand). Try to keep the pitch of the blocks the same as the cement drain so that water will runoff to the blacktop. Make sure the top of adjacent blocks are even and do not pose a tripping hazard. When the project is completed, the area should be cleaned and any waste disposed of properly.

VI. APARTMENT RENTALS PROCEDURE

A. Pursuant to the approval by the Association, apartments may be rented for a minimum of three (3) months provided that one (1) of the tenants occupying the unit is fifty-five (55) years of age or older. However, no rooms may be rented and no transient tenants may be accommodated.

B. Under no condition, may a lessee (s) move into an apartment prior to an interview and without approval by the Board of Directors. A request must be made to the Board of Directors for an interview, specifying date and time preferred. The Board will determine if the date and time is acceptable and will so notify the requestor. Interviews will be in person, unless agreed by the Board of Directors to be of a different nature.

C. The prospective lessee must provide notarized proof of age. In addition, a copy of the Rules and Regulations and Declaration of Condominium will be furnished to the prospective lessee by the Association. The prospective lessee will be expected to return a signed copy of the "acknowledgement sheet" to testify that he/she has received, read, understands and agrees to abide by our Rules and Regulations and Declaration of Condominium.

D. The "Acknowledgement Sheet", a "Prospective Lessee Application" and a copy of the

lease will be presented to the Association either prior to or at the same time of the interview, which will be conducted by one or more members of the Board of Directors or their designee(s). At the time of the interview, the lessee will receive a copy of the de la Bahia Rules and Regulations and Declaration of Condominium. It is a requirement that the lessee(s) must sign that s/he will abide by the Association Rules and Regulations and Declaration of Condominium as amended.

E. The owner is expected to leave a copy of the Declaration of Condominium and the Rules and Regulations in the unit for the lessee's reference.

F. An interview charge of \$100, will be levied on the apartment lessee.

VII. PROCEDURE FOR THE RE-SALE OF APARTMENTS

A. Prior to the sale of any interest in any unit, the owner shall notify the Board of Directors, in writing, of the name, address, business, occupation or employment of the prospective buyer(s) and that at least one of the persons to occupy the unit is fifty-five (55) years of age or older, accompanied with an executed copy of the bona fide offer as hereinafter defined. Units shall be sold or conveyed on the basis of one (1) unit per contract.

B. A bona fide offer is defined herein as an offer in writing, binding upon prospective buyer(s) and containing all of the pertinent terms and conditions of such sale and accompanied by an earnest money deposit in an amount equal to at least ten percent (10%) of the purchase price.

C. Any purported sale of an apartment where the owner has failed to comply with the provisions of Article XIII of the Declaration shall be voidable at the election of the Board of Directors, provided, however, that voidability shall exist for a period no longer than ninety (90) days from the consummation to be evidenced by occupancy of the apartment or by recordation of a deed of conveyance thereto; and provided, further, that the Association commence an action within such ninety (90) day period to have the same declared void.

D. The Association has the right to approve or disapprove any purchase.

E. Approval is based on information supplied by the owner to the Board of Directors, as outlined in VII-A above, the results of any criminal or financial background checks and the results of an interview with the prospective buyer(s) by one or more members of the Board of Directors or their designee(s).

F. If the interview is not conducted in person, the prospective buyer must provide notarized proof of age. In addition, copies of the Rules and Declaration will be furnished to the prospective buyer by the Association using certified mail.

G. The prospective buyer will be expected to return a signed copy of the "acknowledgement sheet" to testify that he/she has received, read, understands and agrees to abide by the provisions of our Rules. Following the receipt of the "Acknowledgement Sheet" a request must be made to the Board of Directors for an interview, specifying date and time requested. The Board of Directors will determine if the date and time is acceptable and so notify the requestor.

H. APPLICATION: An application must be submitted and the formality of an interview must be complied with even if the prospective buyer is a present or previous owner. It is a requirement that the new owner(s) will sign that he/she will abide by the de la Bahia Association Rules and Declaration of Condominium.

I. An initial interview charge of \$100 will be levied on all owners who sell their apartment.

J. OPTION PROCEDURE FOR OWNER-MEMBERS

1. Members shall have the first right over non-members to accept such sale at the bona fide price and on the terms contained in the notice provided they notify the seller, in writing, with a copy to the Association, of acceptance within seven (7) business days after the date of notice accompanied by an earnest money deposit equal to at least ten percent (10%) of the purchase price.
2. Nothing herein shall be construed as precluding a group of two (2) adjacent members from making an offer to purchase a unit. In the event the member(s) giving notice receives acceptances from more than one member, preference shall first be given to the members owning a unit horizontally contiguous to the unit being transferred. However, if all other conditions are equal, the member who will be allowed to purchase the unit will be decided by lottery.

VIII. LIENS ON DELINQUENT ACCOUNTS

A. A flat fee of \$25.00 per installment and interest on the delinquent amount will be charged for all accounts that are past due more than ten (10) days.

B. The Association will have the option to place a lien upon each unit for any unpaid assessments more than ninety (90) days past due, together with late charges, interest and costs of collection including attorneys fees.

IX. CLUBHOUSE INFORMATION

A. HOURS

The clubhouse will be open every day from 9:00 am until 10:00 pm except for special or scheduled events. The time of beginning and ending these events or parties shall be determined by the involved committees. It is expected that no one will be unreasonable as to time of arrival or departure.

B. ATTIRE

1. The circumstances of the occasion will determine the proper attire. Bare feet and swimming attire when uncovered are not permitted within the clubhouse.
2. All persons must wear shirts, pants/ shorts and appropriate footwear while in the clubhouse.

C. GUESTS

1. Guests must be accompanied by the host member in the clubhouse, swimming pool and pool area.
2. The Association may limit or exclude guests at special functions or events as may be determined by the committee sponsoring the special event or function.

D. LIABILITY: The Association shall not be responsible to any member or guest for the loss or damage in any manner whatsoever of property of any kind.

E. CONDUCT

1. No member or guest shall reprimand an employee of the Association. Discourtesy or inattention to duty should be reported to the Board of Directors. All complaints, requests or suggestions must be written, dated, signed and addressed to the Board of Directors.
2. No unseemly conduct or actions which may tend to create disharmony in the clubhouse shall be permitted.
3. Members sponsoring guests or bringing guests into the clubhouse shall be responsible for their conduct while on Association Property.

F. GAMES

1. Games may be played only in the room set apart for that purpose and no games, which the Board of Directors shall at any time declare to be objectionable, will be permitted in any room of the clubhouse.
2. All games shall be controlled by the Rules of the Association. The shuffleboard courts will be within the responsibility of Board of Directors.
3. No person under the age of sixteen (16) is to be permitted in the Billiard Room unless accompanied by an adult.
4. No food or beverages are allowed in the Billiard Room.

G. PROPERTY

1. Association Property, excluding magazines and books, will not be removed from the clubhouse without specific permission from the Board of Directors.
2. Ice cubes may be removed for off-premise use except the day before and day of a social function.
3. The member or members responsible for damage to property of the Association or of its members or guests will be held financially accountable.

H. AGE RESTRICTIONS

1. Persons under sixteen (16) years of age shall not be allowed to enter and occupy the clubhouse unless accompanied by and kept under the close supervision of a guardian.
2. The use of facilities by such persons may be determined by the specific committee for the facility use or as stipulated elsewhere in the Rules.
3. The places and length of time such persons may occupy the clubhouse shall be left to the discretion of the Board of Directors

I. CLASSES AND SOCIAL ACTIVITIES

1. Classes and activities, i.e. bingo, exercise classes, etc. are to be cleared by the Board Director responsible for "Clubhouse and Pool" prior to making final arrangements. Time of classes must not conflict with the time of other classes or activities. A sign-up/registration sheet is available in the office.
2. Where classes will have a restricted enrollment, precautions shall be taken to assure first priority of attendance to de la Bahia members.
3. All furniture and clean-up arrangements must be handled by the people in the class.

J. PRIVATE PARTIES

1. Request for permission to use the clubhouse facilities for a private party or gathering must be made to the office, by completing the required application form accompanied by the \$200.00 deposit, subject to the approval of the Board of Directors. This money may be used to hire personnel to clean up the area used if left in unacceptable condition. If left in good condition, the deposit will be refunded.
2. Reservations must be made at the office on a first come, first served basis.
3. No expense resulting from or involving private parties shall be assumed by or charged to the de la Bahia condominium Association.
4. Private parties may not be held during or conflict with regularly scheduled events.

K. DINNER DANCE TICKET SALES. All dance ticket sale procedures shall be the responsibility of the de la Bahia Social Committee.

L. USAGE

1. The clubhouse may be used for more than one purpose at a time if different rooms are used. For example, bingo and card playing plus a meeting in the bar can be held at the same time.
2. Air conditioning may be used responsibly by anyone using the Clubhouse for a function.
3. The clubhouse is not open to religious or commercial functions.
4. Social activities are sponsored for de la Bahia residents and their resident guests only. In special cases even guests are not allowed; i.e. Yacht Club
5. Ballroom occupancy is limited to Fire Marshall Regulations.

X. SWIMMING POOL RULES AND INFORMATION

A. HOURS, ACCESS AND TEMPERATURE

1. The swimming pool will be open every day, except for weather or maintenance shutdowns. It will be open for use from 9:00 a.m. to sunset. Closure of the pool to general use for special events shall be determined by the Board of Directors.
2. If the outside air temperature falls below 70° f, and/or wind speed exceeds fifteen (15) knots, the pool may be subject to covering and closure. Re-opening of the pool is at the discretion of the Clubhouse and Pool Director and/or other Board members on site.
3. Covering and uncovering of the pool is also dependent upon the availability of a sufficient number (3) of experienced volunteers.
4. Every effort shall be made to maintain water temperature within a band of 84° to 88° f.

B. ATTIRE

1. Only persons in appropriate bathing attire are permitted to enter the pool. Cut-off jeans are not considered to be proper bathing attire.
2. A baby or small child in the diaper stage will not be permitted in the pool at any time, nor shall any portion of his/her body be permitted to be in contact with the water, unless the child is wearing a leak proof swimming diaper.

C. CHILDREN AND GUESTS

1. Persons under twelve (12) years of age shall be allowed to enter the pool area only when accompanied by, and kept under the close supervision of, a guardian.
2. Members are allowed to bring guests to the pool. Guests may not bring or extend privileges to other guests.

D. CONDUCT

1. No unseemly conduct or actions which may tend to create disharmony or raise safety concerns in the pool area shall be permitted.
2. These actions include, but are not limited to, screaming, boisterous conduct, profanity, unnecessary splashing, running, jumping or diving into the water.
3. The throwing of balls or other objects will not be permitted in the pool area.

E. HEALTH AND SAFETY

1. All bathers are strongly urged to shower, at home or at the pool, before entering the pool (state law).
2. Chemicals used in the pool may be harmful to the eyes and skin of children. Appropriate safeguards should be taken by the guardians.
3. Suntan lotions, creams and oils, unless designed not to dissolve in the water, must be completely removed before entering the pool.
4. Persons with infectious or contagious health conditions such as colds, fungus, skin diseases and the like are not permitted use of the pool.
5. No objects made wholly or in part of glass, ceramic or other shatterable material, are permitted in the pool area.
6. No food is permitted in the pool area. Food may be prepared and consumed on or beneath the rooftop deck. Exceptions to this rule may be made by the Board of Directors in the case of special events.
7. At the first occurrence of thunder/lightening, all bathers must leave the pool immediately.

F. FURNITURE

1. Bathers are requested to cover their chair/lounge with a towel before using.
2. Users are asked to return chairs and lounges to their original positions and to lower and tie umbrellas before leaving.
3. Chairs, tables or other Association Property shall not be marred, marked or otherwise defaced. Neither shall any such property be removed from the pool area without specific permission from the Board of Directors.
4. The member(s) responsible for damage to property of the Association, or its members or guests, will be held financially responsible.

G. LIABILITY

1. Members bringing or permitting guests into the pool or pool area shall be responsible for their conduct while on Association Property.
2. The Association shall not be responsible to any member or guest for the loss or damage in any manner whatsoever of property of any kind. All persons using the pool do so at their own risk; no liability whatsoever is assumed by the de la Bahia Condominium Association, Inc.

H. COMPLAINTS/SUGGESTIONS

1. All complaints and/or suggestions relating to the pool shall be made in writing, signed, dated and addressed to the Board of Directors.
2. As a reminder, Board Members shall not be called at home except in case of emergencies.
3. No member or guest shall direct or reprimand an employee of the Association in relation to the operation of the pool.

XI. BOATING, DOCKING AND WATERWAYS

A. REGISTRATION

1. All boats using de la Bahia dockage must be registered in the office in the name of a resident owner or lessee. The information needed is as follows: length of boat, make, type, propulsion, owner, slip number assigned, name of boat, state and registration number.
2. Boat owners desiring to use any de la Bahia boat slip must first bring their boat registration to the office to obtain a boat decal from the office. The decal must be affixed and displayed on the windshield of the boat in the lower left hand corner of the windshield, or some other location visible from the dock.

B. DOCKING AND UTILITIES

1. All boats in boat docks must be docked bow first in the marina except river docks and seawall docks. Vessel width may not exceed width of available slip. The length of the vessel must be such that it does not impede navigation.
2. All boats must be properly secured.
3. During hurricane season, owners are permitted to dock their boats “stern to” the seawall if that affords more hurricane protection to the boat. The hurricane season is considered to run from June 1 to November 30th.
4. Dockside electricity and water outlets are to be used for boat maintenance only unless otherwise approved by the Board. Do not leave power cords plugged in when not in use.
5. If continuous electrical power is required by the vessel at the dock, the owner must make arrangements to pay appropriate electrical charges as determined by the Board.

C. SLIP UTILIZATION

1. An owner is allowed to keep a boat in their de la Bahia dock space without regard to whether they are in residence. If a unit is leased, the rights to the boat slip associated with the unit shall be relinquished to the lessee. The owner no longer has any rights to use the boat slip.
2. No slip will be rented or leased. An owner may loan the use of his/her slip only to a resident or another unit owner. If a boat owner wishes to “borrow” some other owner’s dock, that owner must first obtain written permission from the dock owner and that “permission” letter must be filed in the office.
3. Any outside boats temporarily visiting our marina must register at the office and obtain a guest pass for themselves and their boat not later than the next business day following their arrival.
4. Except as provided herein, non-resident condominium owners will not be allowed to dock a boat at de la Bahia in any slip other than their own deeded slip.
5. With permission of a slip owner, guests of de la Bahia residents may use a dock

for a period not to exceed 72 hours. Living on any vessel secured to a dock will not exceed a period of 72 hours.

6. The use of a slip that goes with an apartment will be under the control of the renter or lessee and will be governed by the Rules as if they were the owner.

D. MAINTENANCE, STORAGE AND SAFETY

1. All equipment, including the boat itself, must be kept clean and trim.
2. No gasoline is to be transferred from cans into a built-in tank aboard any vessel in the marina or while on marina waters. No spillage is allowed.
3. Hoses, when not in use, are to be stowed aboard or neatly under dock step. Swabs are to be stowed aboard the boat out of sight when not in use.
4. No objects are to be left on the dock, walkways, or seawall.
5. Heads (marine toilets) may not be flushed within marina waters. (Federal Law)
6. When an oil change aboard boat is necessary, the boat operator is responsible for removal of old oil from marina complex.

E. NAVIGATION

1. Boat operators must exercise extreme caution when operating boats within marina area. Rules of the Road are to be strictly followed. Vessels entering the marina have the right of way.
2. Speed limit in marina waters is idle speed depending upon prevailing conditions. No wake is permitted within the marina.
3. Boat operators will reduce speed before entering marina area so wake is at a minimum degree for boats docked outside of de la Bahia entrance.
4. Boats with two way radio systems or other types of audio systems will maintain volume control on boat radio at a level not to cause discomfort to others.
5. Boat operators must avoid excessive engine noise and fumes.

F. ACCIDENTS AND/OR VIOLATIONS

1. Any boat operator colliding with another boat within marina waters is required to file a report with the Board within twenty-four (24) hours of the incident setting forth a brief statement of details concerning the event.
2. Should a resident wish to file a complaint against a boat operator for a violation within marina area waters, the complaint is to be dated, brief, factual and signed by the complainant. The complaint will be addressed to the Board. The complaint will be reviewed by the Board and appropriate action will be decided.

XII. BUSINESS GUIDELINES FOR THE BOARD OF DIRECTORS

A. HIRING AND TERMINATION DECISIONS

1. It shall be the policy of the Board of Directors at de la Bahia to require the affirmative vote of five (5) members of the Board of Directors to hire any new employees or terminate one of our permanent or part time employees.
2. Any employee terminated by de la Bahia for any reason will not be rehired.

B. ISSUANCE OF CONTRACTS TO OUTSIDE CONTRACTORS

1. For contracts valued at \$3,000 or less, the Board of Directors may approve the expenditure based on detail supplied by the contractor in his proposal.

2. For contracts with a value in excess of \$3,000, the proposing Board Member will be required to provide a “de la Bahia” originated purchase specification that has been agreed to and signed by the proposed contractor prior to the contract award.
3. At a minimum, the purchase specification must detail the following:
 - a. scope and intent of the purchase specification (what is going to be done and why)
 - b. statement of de la Bahia’s specific expectations when the job is completed satisfactorily
 - c. Business Requirements: evidence of contractor’s Florida and county licensing, workmen’s comp. coverage and personal liability insurance)
 - d. Performance Bond: in those cases, where the value of the contract will exceed \$25,000, an appropriate Performance Bond will be secured by the contractor
 - e. The criteria that will be used by de la Bahia to “accept” the job and pay for it at conclusion.
 - f. contractor’s warranty details
 - g. terms of payment
 - h. contractor’s signature agreeing to all these terms and conditions

C. COMMITTEE ANNUAL FINANCIAL REPORT

All committees who have financial accounts (i.e. Social Activities Committee, Yacht Club, etc.) shall submit an annual financial report to the Board of Directors.

D. PURCHASE AUTHORITY

1. Any purchase of tools, materials and/or supplies by any Director not requiring a majority vote of the Board is limited to \$200.00.
2. The only exception to this maximum is for the purchase of materials and/or supplies for dock repair/replacement which is limited to \$1,000.00. Tool purchases are limited to \$500.00.

XIII. STANDARIZATION OF REPLACEMENT, EXTERIOR APARTMENT WINDOWS, NOT INCLUDING PORCH/ PATIO WINDOWS

A. SPECIFICATIONS: replacement windows will conform to the following:

1. Color: White gloss only
2. Vinyl or Aluminum, heavy duty, single hung type consisting of two divided panes in the upper window and two divided panes in the lower unit of each window. Note: the upper and lower window divisions may be achieved by using separate panes of glass or false internal frames that vertically and horizontally bisect the individual upper and lower windows to create an illusion of four panes of glass.
3. Construction: Metal or Vinyl with the following frame widths:
 - a. top edge perimeter width: 2” to 2.5” wide maximum
 - b. vertical outside perimeter edges: 1.5” to 2” maximum
 - c. Bottom edge perimeter width: 1” to 1.5” maximum
 - d. Horizontal internal divider width: 1.5” to 2” maximum
 - e. Vertical internal divider width: 3.5” to 4.5” maximum

B. Typically such windows should be comparable to the vinyl heavy duty single hung windows known as the “Reliablilt West Palm Series” windows offered by Yale Oregon Mfg. Co Inc, 671 West 18 Street, Hialeah, Fl 3310.

XIV. EXTERNAL STORM SHUTTERS MOUNTED TO THE FRONT OR SIDES OF CONDOMINIUM BUILDINGS

- A.** Such shutters shall be the fixed, corrugated metal or the metal accordion type shutters which in both cases are mounted to the outside of building windows.
- B.** Such shutters must be identical or closely comparable to the fixed and “accordion type” shutters respectively known as:
1. Hurricane storm panel shutters
 - a. Product name: .050” Bertha Aluminum Storm Panel
 - b. Manufacturer: Eastern Metal Supply Inc, 4268 Westroads Drive, West Palm Beach FL 33407
 2. Shutters - Accordion:
 - a. Product name: Bertha HV Accordion Shutter, dwg # 05-196
 - b. Manufacturer: American Shutter Systems Assoc., 4268 Westroads Drive, West Palm Beach, FL 33407
 - c. Such shutters shall be painted to match our buildings using Sherwin Williams A-100 Latex paint, color “de la Bahia Cream” available from Fort Pierce, Sherwin Williams store.
 3. Plywood panels will not be used in any circumstance as protection for windows or doors.

XV. STANDARDIZATION OF HURRICANE OR ENERGY CONSERVATION SCREENING INSTALLED BY OWNERS ON UNIT WINDOWS OR BACK PORCHES

- A.** Screening installed on the front or sides of buildings must be comparable to the 300 series stainless steel, black colored storm screens offered Fort Hurricane Products, located at 1100 25th St, Unit 7A, West Palm Beach, FL 33407.
- B.** Mullion width for such screening must be not less than 2” wide or greater than 3” wide.
- C.** In the instance of back porch screening, the screening panels must be separated by horizontal and vertical supports that match the size and appearance of the screen “framing” now in use at de la Bahia where conventional screening is still in use.
- D.** The mullion framing for such screening must be painted to match our building color using Sherwin Williams A-100 Latex paint, color “de la Bahia Cream” available from Fort Pierce, Sherwin Williams store.
- E.** Any holes drilled into the exterior cement decks, walls or porch ceilings of de la Bahia buildings to install windows, screening or other devices must be filled with epoxy before screws are installed to prevent water from wicking into the concrete and damaging steel reinforcement bars.

XVI. FINING PROCEDURE FOR VIOLATION OF DOCUMENTS

A. The following steps outline the procedure for enforcing Article XVII-A&B, Compliance and Default, of our Declaration of Condominium. This procedure is intended to be protective, not punitive, of owner interest. Without consistent and uniform action in this regard, both the Board and Owners risk incurring loss of control over their documents and/or financial liabilities.

1. Upon the Board being made aware of a document violation, the owner will receive written documentation from the Board of Directors citing and referencing the nature of the violation and provide a time frame to remedy the violation. A copy will be inserted in their file.
2. If the violation is not corrected by the owner to the satisfaction of the Board, a second letter will be sent by registered mail. This letter will inform the owner that unless the violation is corrected within fourteen (14) days, a daily fine will be imposed. The fine will be determined by the Board of Directors and will be between twenty-five dollars (\$25) and one hundred dollars (\$100) per day, with the total not exceeding one thousand dollars (\$1,000) per each separate offense.
3. The owner may appeal the decision of the Board, within fourteen (14) days, to a committee of three (3) to five (5) owners who are not on the Board of Directors or in the same building as the person appealing. This committee will have the power to overturn the fine, or change the amount of the fine.
4. In the event an appeal is requested, the committee will have five (5) business days to submit a written determination to the Board of Directors.
5. If voluntary compliance, including remittance of any fines imposed, cannot be achieved the following steps may be taken:
 - (a) Voluntary mediation
 - (b) mandatory, nonbinding arbitration
 - (c) filing of formal charges at the appropriate court level.

B. Due to the potentially litigious nature of the proceedings, the fining procedure and correspondence shall be handled by our law firm of record.

ALL MATERIAL SENT TO THE BOARD SHOULD BE ADDRESSED TO:

**BOARD OF DIRECTORS
C/O de la BAHIA CLUBHOUSE
2600 SOUTH KANNER HIGHWAY
STUART, FL 34994**