

This instrument prepared by:  
Edward Dicker, Esquire  
DICKER, KRIVOK & STOLOFF, P.A.  
1818 Australian Avenue South, Suite 400  
West Palm Beach, FL 33409  
(561)615-0123

CFN 20040531484  
OR BK 17525 PG 0440  
RECORDED 09/16/2004 13:07:14  
Palm Beach County, Florida  
Dorothy H Wilken, Clerk of Court

**CERTIFICATE OF RECORDING THE  
RULES AND REGULATIONS OF  
SEA BROOK PLACE CONDOMINIUM ASSOCIATION, INC.**

I HEREBY CERTIFY that the Rules and Regulations attached as Exhibit "1" to this Certificate were duly adopted as the Rules and Regulations of Sea Brook Place Condominium Association, Inc. The original Declaration of Condominium of Sea Brook Place is recorded in Official Records Book 2853 at Page 1709 of the Public Records of Palm Beach County, Florida.

DATED this 27 day of July, 2004.

WITNESSES:

Sign:

Print:

Sign:

Print:

STATE OF FLORIDA )

) ss

COUNTY OF PALM BEACH )

**SEA BROOK PLACE CONDOMINIUM  
ASSOCIATION, INC.**

Sign:

Print:

Sign:

Print:

BEFORE ME personally appeared Nancy Reid, President and Sharon Soderman, Secretary of Sea Brook Place Condominium Association, Inc. and known to me to be the individuals who executed the foregoing instrument and acknowledged to and before me that they executed such instrument as President and Secretary of the Association with due and regular corporate authority, and that said instrument is the free act and deed of the Association.

WITNESS my hand and official seal this 27 day of July, 2004.



Bonner R English  
My Commission DD164803  
Expires October 25, 2008

Bonner English  
NOTARY PUBLIC

Print:

Bonner English  
State of Florida at Large.  
My Commission expires:

144210107.26C

## Sea Brook Place Condominium Association, Inc.

### Rules and Regulations

As provided by Article XIV of the Declaration of Condominium, the Board of Directors has promulgated herewith the following Rules and Regulations which shall be effective on September 1, 2004. All terms used herein shall have the same meanings as respectively ascribed to them in the original Declaration of Condominium.

#### 1) OWNER'S RESPONSIBILITY

An owner is defined as that person or persons whose name appears in the property tax rolls maintained by the Palm Beach County Property Tax Collector. Each unit owner is responsible for any violation of the community Rules and Regulations by himself, members of his household, guests, invitees, employees, agents or lessees.

#### 2) PETS

No animals, livestock, poultry or reptiles of any kind (except dogs, cats, and caged birds) shall be raised, bred, or kept by any resident of the community. Residents harboring approved pets are subject to Palm Beach County and Town of Jupiter pet ordinances which require among other things that dogs, cats or other household pets be kept on a leash by a responsible handler at all times when the animal is outside the unit boundary. All solid waste deposited by an animal under such control must be picked up from the common elements including the beach walk and be disposed of in a proper manner by the pet handler. No resident may harbor more than two (2) pets with a combined total weight of not more than 40 pounds. No dangerous breeds are allowed. Specifically prohibited are: Doberman Pinscher, Rottweiler, Chow, Akita, pit bull, German Shepherd, huskies, Alaskan malamutes, Great Danes, St. Bernards, or mixes thereof. The Board reserves the sole right to grant exception to this rule.

County and Town ordinances also declare that animals creating a public nuisance may be removed by Animal Care and Control. Public nuisance includes the following and may be cause for removal from the property by the authorities:

- Any dog, cat or household pet which habitually barks, whines, howls or causes other objectionable noises,
- Or which is at large (off a leash), or chases or runs after persons or vehicles,
- Or which destroys or damages common area or property of another person,
- Or which causes serious annoyance to a neighboring resident such as interfering with the reasonable use and enjoyment of his property or the common area.

Such animal is hereby deemed a public nuisance, and the harbinger of such animal is in violation of these Rules and Regulations.

#### 3) PLAYING IN THE COMMON AREAS

For safety and insurance reasons, no playing shall be permitted on or about any roadway, parking area, storm drainage area or the waterway adjacent to the beach walk.

**Sea Brook Place Condominium Association, Inc.**  
Rules and Regulations

**4) STORAGE OF PERSONAL PROPERTY**

Bicycles, toy, barbecues, chairs and all other items of personal property shall not be left on or about the common areas when not in use.

**5) DRYING/CLEANING ACTIVITIES**

No clothes, towels, swim suits, sheets, blankets, rugs, bedding, or any other items may be hung or shaken from any window, door, balcony or fence.

**6) SIGNS**

No signs of any kind may be displayed on the common elements or from any window or any other part of a unit. Any unit being offered for sale may display "OPEN HOUSE" signs when an open house is scheduled to be held at the unit for a limited number of hours. During those hours, an "OPEN HOUSE" sign may be placed at the entrance and another "OPEN HOUSE" sign with a directional arrow may be used. One last "OPEN HOUSE" sign may be placed in front of the unit being offered. Additionally, one sign indicating the presence of a security system may be placed at a unit after approval by the Board.

**7) GARBAGE**

All garbage must be place in plastic bags and securely tied before being place in the in-ground container. Once the in-ground container is full, additional garbage must be placed in plastic bags and held at unit before pickup day. Excess garbage may be placed along side full containers but may not be placed outside until 8:00 PM of the evening before the scheduled pick up day. County regulations prohibit mixing batteries, paint cans and other hazardous waste with the garbage items. Call Palm Beach County Solid Waste Authority at 930-2727 for instructions.

**8) DISTURBANCES**

No loud or disturbing noises, whether emanating from within a unit or from upon the common elements, which interfere with the right of peaceful enjoyment or a unit, or which disrupt the comfort and convenience or other residents, shall be permitted. Noises which originate from within a unit and which can be heard outside that unit are defined as loud and disturbing.

**9) SEWAGE DISPOSAL**

Damage to adjoining units or the common elements caused by a resident's improper use of a toilet, sink, shower or bathtub or disposal of improper items (such as sweepings, rags, rubbish, etc.) into any of the unit's water apparatuses shall result in direct charges to the unit owner who is personally responsible or whose tenant is responsible for creating the problem.

**Sea Brook Place Condominium Association, Inc.**  
**Rules and Regulations**

**10) HAZARDOUS SUBSTANCES**

No flammable substances such as petroleum products, or acids, lyes, explosive materials, fireworks, certain gases or any other material potentially dangerous to life, limb, or property shall be kept in any unit or storage shed.

**11) ELECTRICAL APPLIANCES AND EQUIPMENT**

All appliances and electrical equipment of any kind, however, powered, installed or used in a unit shall comply with all rules, requirements, regulations, codes and recommendations of all public and private boards and underwriters.

**11) PROHIBITED VEHICLES**

No commercial vehicle, recreation vehicle, motorcycle, ATV (all-terrain vehicle), trailer, boat or truck of any kind shall be parked upon the common elements between the hours of 5:00 PM and 7:00 AM each day. Commercial vehicles and trucks may visit upon the property anytime while loading or unloading or while actually engaged in some sort of maintenance activity or commercial enterprise. Commercial vehicle shall mean any vehicle displaying commercial writing or advertising, containing or specially equipped to contain work equipment, and/or containing items usually available for sale or used in conducting a commercial enterprise. Any vehicle parked upon the common elements must display a current license tag and be operable under its own power. No electric or gas-powered mini-car or scooter shall be operated on the roadway or anywhere on the common elements at any time within the community.

- Any person visiting for a short period of time and operating a prohibited vehicle who wishes to park upon the common elements must obtain a permission pass in advance from the Association Manager. Call 575-3551 during regular business hours to arrange for a pass. Any permission may not exceed seven (7) consecutive days in length. Prohibited vehicles given a permission pass must park the vehicle overnight at the beach parking area only.

**All vehicles found in violation of any of the above conditions shall be subject to removal by towing. Recovery of towed vehicles is at the owner's expense. Palm Beach County Tow Ordinance will be observed.**

**13) PARKING AND TRAFFIC REGULATIONS**

A) No vehicle may be parked in a space marked "guest" for longer than 24 hours continuously.

B) Vehicle parking on Seabreeze Circle is limited to the curbside of the roadway only. All vehicles parked in this area must face in the same direction as traffic. Overnight parking on Seabreeze Circle is prohibited. Vehicles parked on roadway overnight are subject to towing.

C) Parking prohibited at yellow painted portion of curb on all four corners.

## Sea Brook Place Condominium Association, Inc.

### Rules and Regulations

D) Parking on grass prohibited at all times. Vehicles left on grass may be towed without prior warning. Any damages resulting to turf areas or irrigation system will be the responsibility of unit owner. Trucks and Vans used for moving are not allowed to drive or park on the grass at any time.

E) Speed limit in community is 15 MPH.

F) Blowing of vehicle horn is prohibited except to prevent a vehicle or pedestrian accident.

#### 14) VEHICLE REPAIR AND MAINTENANCE

No repair of a vehicle shall be permitted on the common elements except for minor repairs necessary to permit removal of vehicle. Changing of a tire or battery is permitted. **Changing of oil is expressly prohibited.**

#### 15) DUTIES OF EMPLOYEES OR CONTRACTORS OF THE ASSOCIATION

Employees and contractors of the Association are instructed by the Board of Directors and Association Manager only. Any resident desiring work be done by the Association at or on his unit must contact the Association Manager to make such request; employees and contractors are instructed not to perform any additional work without proper prior authorization.

#### 16) LANDSCAPING AND UNIT ALTERATIONS

A unit owner desiring to make alterations to his unit or add or alter the landscaping immediately adjacent to his patio fencing or wall may do so subject to the following:

A) Application to modify the common elements must be made to the Board of Directors in advance of any activity. Use the Architectural Modification Request Form available from the Association Manager.

B) Any damages resulting from installation, maintenance, or natural growth of plant materials shall be repaired at the unit owner's expense.

C) Maintenance of ANY alteration approved by the Board including vegetation shall be the sole responsibility of and at the sole expense of the unit owner. Failure to maintain an Association approved alteration will result in Association direction to a contractor to perform the work or remove the alteration with all expenses borne by the owner.

#### 17) RADIO AND TELEVISION RECEPTION

No unit owner or resident shall construct or operate any equipment of any kind which causes interference with other commonly used electrical devices such as radio, television, computers and the like. Residents desiring to use a satellite dish must submit an Architectural Modification Request Form to the Board of Directors in advance of installing such a device. Form is available from the Association Manager. Dishes are limited to 18" in diameter and may be placed only in the flat roof section of the common elements. Use of dishes on the unit patio area is permitted if device cannot be seen from outside the unit.

**Sea Brook Place Condominium Association, Inc.**  
Rules and Regulations

**18) CORRESPONDENCE WITH THE ASSOCIATION**

All suggestions, requests and other correspondence may be mailed to: Sea Brook Place, COA, 100 Seabreeze Circle, Jupiter, FL 33477.

**19) SALE AND LEASE PROCEDURE**

**Completed application forms, fee(s), and interview are required prior to sale or rental occupancy of a unit.** Obtain requisite application form package from the Association Manager.

- A) Complete application forms, attach a check for seventy-five (\$75.00) payable to Sea Brook Place, COA and submit a copy of the sales contract or lease.
- B) Rental application must ALSO include a check for fifty dollars (\$50.00) payable to Sea Brook Place, COA as a refundable common element damage deposit. Any expenses incurred to repair damages to the common elements and which are attributable to a lessee, household members, guests, invitees, contractors or his agents are first reimbursed from the damage deposit with any additional amounts recovered from the tenant or ultimately from the unit owner, if necessary.
- C) Personal interview is required prior to occupancy and/or closing. Association approval is issued only after all applications and fees are received and interview has been completed. To schedule personal interview, call Association Manager for instructions.
- D) The Association requires that all requisite steps be completed at least 14 days prior to transaction date (real estate closing or lease commencement) to assure that approvals are completed.

**20) RENTAL RESTRICTIONS**

In addition to the requirements stated above, the following conditions also apply to leasing:

- A) Maximum of two leases per twelve (12) month period.
- B) Minimum lease period is thirty (30) days.
- C) All persons occupying a unit must be identified and interviewed.
- D) Substitution of one new tenant (housemate) for another shall require an interview and is subject to the seventy-five dollar (\$75.00) fee.
- E) Sub-leasing is not permitted.
- F) Per Florida Statue, any unpaid assessment or other amount properly owed to the Association by a unit owner may be cause to deny approval of a lease until such arrears are paid in full.

Adopted by the Board of Directors on 7/5/04. Effective date 9/01/04.