



**The Ocean at the Jupiter Bluffs  
Condominium Association, Inc.**

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## **RULES AND REGULATIONS**

The definitions contained in these Declarations of Condominium and Recreational Covenants Agreement for **The Ocean at the Jupiter Bluffs Condominium Association** is incorporated herein as part of these Rules and Regulations.

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

These Rules and Regulations may be modified, added to, or repealed, in whole or in part at any time by the Board of Directors, provided that written notice of the proposed modification, addition, or deletion is sent to each member of the Association at least thirty (30) days before the proposed modification, addition or deletion becomes effective. Changes must be enforced thirty (30) days after mailing.

It is the **responsibility of each and every owner** to give a copy of the Rules and Regulations and all modification, additions or deletions, to a buyer of his/her unit, tenant or guest. It is also the **responsibility of all owners and tenants** to report in writing any and all infractions of these Rules and Regulations to the Property Manager.



# **RULES AND REGULATIONS**

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**Section I**  
**OCCUPANCY AND USE RESTRICTIONS**

1. Apartment shall be used for single family residences only, not a business office. Single family is defined as not more than four (4) family members or not more than two (2) individuals not of the same family.
2. No separate part of an apartment may be rented and no transient (as defined in Ch. 509, Florida Statutes) may be accommodated therein for compensation or commercial purposes.
3. No apartment may be rented more than twice in any twelve (12) month period or for a term of less than four (4) months. Tenants are not allowed to move in prior to Board approval. This includes installing telephones or moving furniture (see Screening Procedures).
4. Allowing someone to move into your apartment other than those on the Screening Report is prohibited unless approved by the Board as a result of a formal screening procedure.
5. Sub-leasing is prohibited and is in violation of the Condominium Documents.
6. Consideration of others requires limitations on the number of guests visiting overnight in an apartment and using the recreational facilities. It is the responsibility of the Unit Owner to see that guests do not impose an unreasonable burden on either the recreational facilities or the apartment unit.
7. No apartment owner or tenant shall do or permit any act or failure to act which shall cause any insurance policy on the apartments to become void or suspended, not which would cause any increase in premiums payable by the Association.
8. No owner or tenant shall make or permit to be brought into the apartment any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, L.P. tanks or other explosives or articles deemed extra hazardous to life, limb or property.
9. No owner or tenant shall make or permit any noises that disturb or annoy the occupants of any of the apartments or do or permit anything to be done which will interfere with the rights, comfort or convenience of other apartment owners or tenants.
10. Each unit owner/tenant shall be responsible for the actions of his family members, licensees and guests.
11. As of June 1, 1999, no dog or cat is permitted. No dog or cat will be permitted in an apartment nor shall any guest or visitor be permitted to bring them into the Condominium complex. Current owners with these pets shall be grand-fathered into this rule, but may not replace the pet after its demise. Under Federal and State Law certain accommodations are to be made by the Board for "seeing-eye dogs" or "assistance dogs" used by the physically and/or mentally impaired for the purpose of adding to the quality of life for these individuals. Exception could also be made for instances where medical proof and documentation may determine that the pet would be used as necessary companionship for such person.
12. The exterior of the apartment and all other areas appurtenant to an apartment shall not be painted, decorated or modified by any owner in any manner without the prior written consent of the Association by its Board. All window tinting and hurricane shutters shall first be approved by the

Association Board of Directors before installation. These specifications will be on file in the Association Office.

Lighting or similar seasonal ornamental lights will be allowed **only** during the period of **November 26<sup>th</sup> to January 6<sup>th</sup>** of any year. Any other type of decorative lighting will not be allowed on balconies or railings on catwalks.

13. No clothesline or other similar device shall be allowed on any portion of the common elements or recreation areas. Except as specifically permitted by law, no items shall be hung from the balconies, ~~windows or doorways~~, or railings on catwalks.
14. The walkways, catwalks, entrances, stairways, elevators and under porticos shall not be obstructed or used for any purpose other than ingress and egress to and from the building(s) and other portions of The Ocean at the Jupiter Bluffs Condominium development.
15. No bicycles, scooters or similar toy vehicles or other personal articles shall be allowed to stand in any portion of the common elements or recreation areas such as catwalks, stairways, sidewalks, etc.
16. A **\$25.00** lock-out fee will be assessed in the event a request is made to the Association for admission into an apartment due to a lock-out. Identification from the owner/tenant will be required before entry is gained.
17. A **\$75.00** replacement charge will be assessed for recreational facilities keys. Key identification numbers will be logged in the Association Office. For security and insurance purposes, key numbers will be checked periodically.
18. Except in emergency or exceptional situations, apartment owners/tenants shall not give gate cards or keys to their apartment or the recreational/common elements to any non-resident without prior knowledge of the property manager and a record of the non-resident in the owners file at the office.
19. All garbage and refuse from an apartment shall be tied in plastic bags and deposited with care in the dumpster intended for such purpose. No furniture, mattresses, appliances, tires, etc. or any other than normal daily refuse shall be disposed of on site. Packing boxes are to be broken down before placing in the dumpster. Large items for disposal are the owner/tenants responsibility. No littering will be permitted on common elements.
20. No mail receptacle is allowed other than the main receptacle at the portico of each building at The Ocean at the Jupiter Bluffs Condominium complex. No name or address is allowed on any area outside of the mail receptacle. No numerical addressing or door knocker can be affixed to an apartment door without first meeting the approval of the Board of Directors. This approval shall be based on aesthetic grounds within the sole discretion of the Board.
21. Except as specifically permitted by Federal or State Law or regulation, no radio, television aerial, antenna or satellite dish shall be attached to or hung from the exterior of the apartment, balcony or roof of any building or any other portion of the common elements. (See rule #9, Maintenance and Repair, for information on satellite dish use, requirements, restrictions and installation).
22. Food and beverage may not be prepared except in the apartment. Food or beverage may be consumed but not prepared on the limited common element of the owner/tenants balcony.

23. Under no condition will Barbeque Grills or cooking in any manner be allowed on the balconies or walkways of the condominium. The National Fire Prevention Association (NFPA) strictly prohibits the use of charcoal, LP gas, electrical or any other type of grill on condominium balconies.
24. State Law prohibits smoking in elevators and it is so posted.
25. Moving of furniture and/or household goods is permitted Monday through Saturday **only**, between the hours of **8:00am and 6:00pm**. Exception to these designated hours (emergency circumstances) shall be at the approval of the Board of Directors.

The condition of the elevator walls and door is the responsibility of the move in/out owner/tenant. The walls, door and flooring shall be protected by a standard moving pad or covering provided by the owner/tenant or the respective moving company. Any damage resulting from a move in/out by an owner/tenant will result in an assessment of the damages to the unit owner/tenant.

26. The obligation of absentee unit owner and/or tenant who plans to be absent from their unit any period of time **must shut off the main water valve to that unit** (drain hot/cold water taps in guest bathroom). Any damage from failure to do so will be the responsibility of the unit owner. It is also the obligation of the Unit Owner to maintain in good order the water heater, pipes and connections within their unit.
27. If a unit owner/tenant is absent from their residence for **any period of time and/or during the Hurricane Season**, the unit must be prepared prior to their departure. All loose articles are to be removed from the balcony. A designated person or firm should be responsible to care for the unit in your absence. The name of such person or firm should be on record in your resident file at the Association Office, in the event notification is necessary. Should failure to remove articles by owner/tenant during the Hurricane Season (June through November) necessitate the Board or Management's removal of furniture, due to a threat of a hurricane, the owner/tenant will be assessed **\$125.00**.

**Section II**  
**MAINTENANCE AND REPAIR**

1. Each apartment owner/tenant shall keep his apartment in a good state of preservation, repair and cleanliness and shall not sweep, throw or permit anything to be swept or thrown from the doors, windows or balconies, any dirt or other substance.
2. After notice to owner/tenant, excessive oil or rust discharges in owner/tenant parking spaces shall be removed at the Associations direction, with the cost to be paid by the apartment owner/tenant.
3. Except as allowed by Statute or Environmental Regulations, draperies, curtains, shades or other window coverings installed within any apartment which is visible from the exterior of the apartment or other portions of The Ocean at the Jupiter Bluffs Condominium development shall have a white, off-white, beige, crème or neutral color backing. With the exception of the sliding balcony door which may be of a light pastel color.
4. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the apartment, accept such as shall have been approved in writing by the Association, no shall anything be projected out of any window without similar approval.
5. Water closets and other water apparatus in the apartments, upon common elements or the recreation areas shall not be used for any purpose other than those they were constructed. Any damage resulting from misuse of any water closets or other apparatus shall be the responsibility of the apartment owner who shall be liable for all repairs. The responsibility of the tenant shall be joint and severable from the responsibility of the owner.
6. Board members, agents and employees of the Association and any contractor or workman authorized by the Association may enter any apartment at any reasonable hour of the day for the purpose permitted under the terms of the Condominium Documents which includes entrance for inspection and maintenance. Entry will be made by pre-arrangement with the apartment owner/tenant except under circumstances deemed as an emergency by the Association or the manager, if any in which case access is deemed permitted regardless of the hour.
7. The Association shall retain a passkey to each apartment. No owner/tenant shall alter any lock or install a new lock on any door leading into his/her apartment without prior consent of the Association. If such consent is given, the apartment owner/tenant shall provide the Association with a key or keys that fit both locks for the use of the Association and the Board.
8. Any damage to the common elements, the recreation areas or equipment of the Association caused by an apartment owner/tenant, family member, guest or invitee shall be repaired or replaced at the expense of the apartment owner. The responsibility of the tenant shall be joint and severable from the responsibility of the owner.
9. Except as allowed by Statute or Environmental Regulations, no awnings, shutters, light reflective materials, ventilators, fans, air conditioning, television, ham radio antennas, or any other similar device shall be used in or about the apartment without the prior written approval of the Board of Directors.

**Satellite dishes will be approved, if for safety purposes:**

- \* The dish does not exceed more than one (1) meter in diameter.
  - \* The dish must be portable.
  - \* Apartment owner must obtain a special rider from their insurance carrier releasing the Association from any liability incurred from the dish or its accessories.
  - \* It will be a violation to puncture, pierce or otherwise drill into any wall or deck or alter any control joint or existing electric or transmitter box.
  - \* Tenants will require written approval to the Board of Directors, from the unit owner before installation of the dish.
  - \* Only a factory approved stand or base can be used with the dish.
  - \* Dish cannot be left outside when not in residence.
10. Permission must be obtained through the Board of Directors before any hard surface floor covering, i.e.: tile, vinyl, wood, etc.; is installed by the apartment owner. Any floor covering other than carpeting shall be installed in such a way as to maintain a minimum noise level. Hard surface flooring must have a sound deadening under-layer approved by the Board prior to installation. Any carpet which requires removal/replacement shall be of substantially similar quality, weight and consistency.
11. Fire alarms will be tested in accordance with a schedule issued and posted by the Board of Directors. A fire alarm/speaker is located in the ceiling of each unit.

**Section III**  
**VEHICLES**

1. Each apartment is assigned one (1) designated (stenciled) parking space for one (1) vehicle. No more than two (2) permanent vehicles per unit shall be permitted.
2. No trailer, boat, camper, truck, ~~jeep wrangler~~, limousine, stretch automobile, motorcycle, commercial vehicle, skateboard or vehicle without tags or expired tags or any vehicle deemed inoperable shall be permitted on any portion of the common elements or the recreation areas. With the exception of trucks delivering goods or furnishing services within normal working hours and with exception of emergencies.

**PASSENGER MINIVANS OR PERSONAL TYPE UTILITY VEHICLES ARE PERMITTED IF THEY MEET THE FOLLOWING CRITERIA:**

- \* The vehicle must have passenger seating throughout.
- \* The vehicle must have conventional glass windows all around.
- \* The vehicle may not exceed six (6) feet six (6) inches in height.
- \* The vehicle may not display any commercial signage or be tagged commercially.

The Association shall have the right to authorize the towing of any vehicles in violation of this rule with the cost to be borne by the owner or violator.

3. All overnight guest vehicles must display a guest pass on the inside drivers side of the vehicle. Arrangements to obtain these passes must be made through the Association Office in person, by telephone, fax or in writing prior to the guests' arrival. Guest vehicles will be subject to two (2) warning stickers, on two (2) separate days consecutively. After the second warning the vehicle will be towed from the property at the violator's expense. Some exceptions may be made through the Board of Directors when the management office is closed, or during week-ends or long holidays.
4. Upon application to the Board of Directors, for special circumstances, a non-commercial recreational vehicle may be given permission to park in specified overflow parking area north of the tennis courts. Such a consideration shall have a limit of three (3) nights and must be approved in writing by the Board of Directors or by a specific director appointed for this purpose. Such permission could be extended an additional three (3) days should an obvious emergency situation occur.
5. Owners/tenants planning to store (leave on property) their vehicle for over one (1) month, MUST provide the manager and/or the Association with the name and contact resident who will be responsible for the vehicle and its maintenance. Vehicle covers are permitted. However, if the cover becomes unattached from the vehicle, the cover will be disposed of by management.
6. No owner/tenant shall do or permit any assembling or disassembling of vehicles except for the purpose of minor vehicle maintenance such as changing a tire, battery, windshield wipers or obtaining a jump start due to a low or dead battery. Each owner/tenant shall be responsible for the cleaning of his parking space of any oils or fluid discharged by his vehicle. If cleaning is not completed by owner/tenant in a timely manner after notification by management or the Association, the Association will contract for cleaning of the space with the expense to be borne by the owner/tenant.



7. The car washing/waxing area is located in overflow parking lot north of building four (4) and the tennis courts. Car washing/waxing is permitted for owners/tenants only.
8. Parking under the portico is illegal and posted as such. The portico is to be kept free for access of emergency vehicles, pick-up and delivery of passengers and loading or unloading goods. Trucks delivering or removing goods/possessions must not block portico access.
9. The registered owner/tenant of a vehicle parked in an assigned parking space, which is positioned so as to impede or prevent access to another owner/tenants parking space will be in violation. The owner of the vehicle will be notified of the violation. If the vehicle is not moved and/or the violation is repeated after notification the vehicle will be towed. The registered owner of the vehicle will be responsible for the towing expense incurred.
10. Except in an emergency, no owner/tenant shall cause or permit the blowing of any horn from any vehicle of which he, his guests or family shall be occupants which is upon or is approaching any of the driveways or parking areas serving the condominium property.
11. NO PARKING signs constitute a tow away zone.
12. Due to the limited number of guest parking spaces allocated to each building. Only residents of the building or guests of the resident may use guest spaces in that building. Guest spaces are stenciled in yellow.
13. Guests utilizing the proper guest parking spaces and proceeding to the beach must be accompanied by the owner/tenant.
14. All vehicles will obey the parking regulations posted in the streets, drives, porticos, parking areas and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owner/tenants.
15. Designated Handicap Parking spaces are required by the State and Local Government; Handicap spaces are available to persons who possess approved handicap parking tags or cards. Anyone using a handicap parking space without the proper approved handicap permit will be reported to the local police for ticketing. If police action is necessary, the state fine for parking in a handicap parking space without permit is **\$250.00**.
16. All vehicles entering property of The Ocean at the Jupiter Bluffs **must** obey the **15 MPH** posted speed limit.

**Section IV**  
**GUESTS**

1. Owners/tenants must register overnight guests with the management office. Registration may be made in person, by telephone, letter or fax. (See Rules and Regulations under **Vehicles** for registration of guest vehicles).
2. No guest may be allowed in the pool area, parking spaces or the tennis courts unless registered with the management office.
3. Owners/tenants are responsible for the behavior and decorum of their guests.
4. There shall be no more than six (6) people total staying overnight in an apartment.
5. Overnight guests other than person(s) considered as immediate family members shall not stay over a period of thirty (30) days each year, consecutively or non-consecutively.
6. In the absence of the owner/tenant, APPROVED houseguests MAY
  1. A limit of one (1) hour of play is observed when all courts are occupied and players are waiting.
  2. No food or drink with the exception of water is allowed within the fenced area of tennis courts.
  3. Children under the age of sixteen (16) must be accompanied/supervised by an adult at least eighteen (18) years of age while using the tennis courts.
  4. Tennis courts are for the exclusive use of the residents of the Ocean at the Jupiter Bluffs and their guests.
  5. Due to the cost of lighting, use lighting only when necessary for play and secure promptly before leaving the tennis courts.

**Section V**  
**RECREATION**

1. The Recreation Areas are solely for the use of the owners/tenants, their family members and invited guests. The use of the recreational facilities shall be at the risk of owners/tenants, families and invited guests and not the responsibility of the Association or management.
2. The regulations governing the use of the Recreation Areas including permitted hours, guest rules, safety and sanitary provisions and all other pertinent matters shall be in accordance with regulations adopted from time to time by the Association and shall be posted in the Recreational Areas.
3. Adult guests desiring to use the pool/tennis courts without being accompanied by their apartment resident host must be registered with the manager or screening committee.
4. Children shall be allowed to play only in those areas designated for play by the Association. NO skateboards, roller blades or roller skating is allowed on the property due to safety and insurance regulations.

**Section VI**  
**POOL AND TENNIS COURTS**  
**POOL RULES:**

1. Due to Palm Beach County Ordinance, hours of operation are dawn to dusk.
2. Swim at your own risk, no lifeguard on duty.
3. Shower before entering pools. No soap to be used in the pools.
4. Only bathing suits allowed. No shorts, cutoff jeans or street clothing permitted in the pool.
5. No food is permitted on the pool deck or in the pool. Food is only allowed under the portico and gazebo area.
6. Beverages in unbreakable containers only are permitted in the pool area. No beverage may be consumed within a four (4) foot radius of the swimming pools.
7. No running, ball playing or rough play of any kind in the pool area.
8. No pets/animals in pool or on pool deck.
9. No toys or floating devices in pool. (Exception – small exercise floats and children’s arm or waist floats. All such flotation items must be in body contact or under control of user).
10. Glass containers of any kind are not permitted anywhere in the pool area.
11. Lounge chairs cannot be reserved or otherwise left unoccupied and containing personal items when leaving the pool area for any length of time.
12. No diving.
13. No pool furniture may be removed from the pool area.
14. No skates, skateboarding, roller blades, bicycles or mopeds allowed in pool area or any portion of The Ocean at the Jupiter Bluffs Condominium area except for bicyclists entering and exiting the complex.
15. Children under fourteen (14) years of age are not allowed in the pool or recreational areas unless accompanied by an adult of at least eighteen (18) years of age.
16. Children less than three (3) years of age must wear traditional rubber pants or disposable pants which were made expressly for pool or water use.
17. Persons with contagious diseases and/or open lesions should not use the pool facilities or enter the pool.
18. For health purposes the pool temperature in the winter months should maintain 86 degrees. The pool heater is to be operated by a Board member or their authorized designees only.

19. Radios, tape decks or compact discs are allowed in the pool area only if headsets are used.

20. Bathing load: Twenty-Three (23) persons in pool at one time.

**Violators of the above pool rules may lose pool privileges.**

Nearest emergency telephones are located poolside (DIAL "0" or "911"), and at each elevator in buildings one (1) through four (4).

**Pool hours are strictly enforced.**

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**TENNIS RULES:**

1. Tennis courts are open daily from 8:00 a.m. to 9:00 p.m.
2. Tennis attire required at all times.
1. Directors also available in the association office. Any other method used in an effort to combat a hurricane shall be removed immediately after the threat has lifted and not later than two (2) weeks. Non-compliance will result in a fee of \$125.00 for removal by the association.
2. All prospective tenants must be personally interviewed by the Orientation/Screening Committee at a time and date set by the committee. This shall be before any approval for residency is given.
3. In the absence of the owner, any persons who occupy a unit must give the Association a completed "Guest Application Form" two (2) weeks prior to occupancy and certify in writing their relationship to the owner, the length of stay and if they are a paying guest. The Board of Directors must be notified in writing two (2) weeks prior to the arrival of guests. If they are a paying guest, they will be subject to an application and fee of \$100.00 and a minimal four (4) months lease with a security deposit of \$500.00 to the association for the common grounds. If the owner fails to comply with this ruling, the Association's Board of Directors will take legal action.
4. Management will be responsible for registering guests after approval of the Orientation/Screening Committee.
5. Any Real Estate Agent, Broker and/or Company found in violation of the Association Rules and Regulations will be promptly reported to the Board of Realtors.
6. Maintenance work pertaining to the common elements shall **not** be authorized by residents. All maintenance requests are to be submitted to management verbally or in writing.
7. Should a lien be filed against a condominium unit owner for delinquent payment of common expenses, accelerated assessments shall be due and payable on the date the claim of lien was filed. Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed. (FSS 718)

8. A replacement or additional copy of the Rules and Regulations and/or Condominium Documents for the Ocean at the Bluffs Condominium Association is available at the management office. A fee will be charged which will be set forth by the Board of Directors and is subject to change when necessary due to rising costs of expenses.

**Section VII**  
**MANAGEMENT**

1. Report defects or need for repair regarding the Common Areas promptly to the Management office (561) 575-0336.
2. Complaints regarding the management of the Condominium property or regarding actions of other unit owners/tenants shall be made in writing to the Association Board of Directors.

Each unit owner/tenant who plans to be absent from his/her unit during the hurricane season (June 1<sup>st</sup> through November 30<sup>th</sup>) must prepare the unit prior to departure and designate a firm or individual satisfactory to the association to care for his/her unit should the unit sustain any hurricane damage. Failure to remove items from the balcony during the threat of a hurricane will constitute a fee of \$125.00 for removal levied by the Board of Directors. Such firm or individual shall contact the association for clearance to install permanent hurricane shutters. All permanently installed hurricane shutters must meet the specifications on file in the association office before installation. At no time will hurricane shutters be permanently installed without completing the request for installation of hurricane shutters approved by the Board of NOT have overnight guests of their own.

7. All owners must supply tenants/guests with a copy of the Rules and Regulations and suggest to tenants and guests the importance of knowledge and compliance of these Rules and Regulations.
8. Under no circumstances are guests allowed pets or animals in an apartment. Also see Occupancy and Rules #11 on the current "NO PET" policy.

**Section VIII**  
**RENTAL AND SALES ORIENTATION PROCEDURES**

As Laws and conditions change, the Board of Directors of the Ocean Bluffs North Condominium refine and approve rental, sales and guest requirements. In order to expedite rental/sales agreements, please maintain the following in our files.

**RENTALS**

**Submit the following** to the management office located at the swimming pool.

An Application for occupancy (form OBN 1, dated January 1, 1989). This form must be signed by both the prospective tenant and owner/agent and be sent by certified mail, receipt requested, or delivered by hand to the office.

A screening fee of \$100.00, for a family or one individual, by check made payable to the Ocean at the Bluffs Condominium Association. Or, \$100.00 screening fee, for each individual not of the same family. Each individual must submit an application form.

A copy of the lease with tenant and owner/agent signatures.

- a. The lease must be for a minimum of four (4) months as required through original condominium documents Section 2, 2.1.4: Discussion of Condominium Documents and Restrictions contained therein: which states no apartment may be rented more than twice in a twelve month period, or for a term of less than four (4) months.
- b. Unit may not be leased more than twice in a one year period.
- c. Unit may be leased to a family unit of not more than four (4) family members or not more than two (2) individuals not of the same family.
- d. Absolutely no pets or animals.

A Common Grounds security deposit in the amount of \$500.00 made payable by check to Ocean at the Bluffs Condominium Association. This check will be deposited in an interest bearing account and will be returned fifteen (15) days after termination of the lease if so required. Lease extensions require another Certificate of Approval (no fee) and a lease extension must be signed by the tenant and the owner/agent. Approval of the extension is dependent on the evaluation of prior violations incurred by the tenant or extension is dependent on the evaluation of prior rules violations incurred by tenant or owner.

Complete Application Agreement Form (OBN 2, dated February 7, 1989).

The Rules, Regulations and Amendments listed were approved by Resolution of the Board of Directors of the Ocean at the Bluffs Condominium Association, Incorporated on this 15<sup>th</sup> day of June, 1999.