

AMENDMENT TO THE RULES AND REGULATIONS OF
JUPITER BAY CONDOMINIUM ASSOCIATION, INC.
(Civility and Non-Interference Policy)

The Rules and Regulations of the ASSOCIATION are hereby amended to include the following:

1. Rule prohibiting harassment or interference.

The ASSOCIATION recognizes that members of the Board and of Committees are volunteers and wishes to encourage members of the Association to serve as members of the Board in accordance with the ASSOCIATION Bylaws. In addition, the ASSOCIATION recognizes that it has an obligation to prevent any person from harassing any member of the Board of Directors, Committee Member, or the Association's professional management company, including the assigned Manager and staff (each a "Protected Party"). For purposes of these Rules and Regulations, "harassment" shall mean and refer to any kind of repeated, persistent, or ongoing torment or intimidation directed to another person or persons. Harassment may include, but is not limited to, threatening behavior and/or subjecting the victim to verbal abuse. "Threatening behavior" is intentional behavior which would cause a person of ordinary sensibilities fear of injury or harm. It can include verbal and non-verbal acts of aggression such as yelling at a person, pounding on countertops, slamming doors, blocking, or cornering, and sending threatening voicemails, e-mails, or other written threats. "Verbal abuse" is the use of words to cause harm to the person being spoken to. Verbal abuse may consist of, but is not limited to, name-calling, shouting, insulting, intimidating, threatening, shaming, demeaning, or any other derogatory language directed at a person.

Accordingly, it is hereby made a violation of these Rules and Regulations for any member of the Association, or a Member's tenants, other occupants, invitees, licensees, guests, or the contractors or subcontractors of the Association (hereafter collectively referred to as "Person") to engage in any of the following conduct either directly or indirectly:

(a) Harass or otherwise interfere with any member of the Board or of a Committee while he or she is acting in his or her official capacity on behalf of the ASSOCIATION, or to take any action to communicate at an unreasonable hour, to harass whether verbally, in writing, physically, or to otherwise threaten or interfere with the right of quiet enjoyment of any director or committee member because of any action taken or anticipated to be taken by that association representative person on any issue pending or expected to be pending before the ASSOCIATION.

(b) Harass or otherwise interfere with the duties and responsibilities of the ASSOCIATION's Manager, and other staff members. All Persons shall not take any action to harass, whether verbally, in writing, physically, or to otherwise threaten or interfere with, the tasks and duties of the Manager.

(c) In the event any Person has a complaint concerning any member of the Board of Directors of the ASSOCIATION, it must be directed to the Manager in writing on a form prescribed by the ASSOCIATION. In the event any resident of the Association has a complaint concerning Manager, it must be directed to the President of the ASSOCIATION, in writing on a form prescribed by the ASSOCIATION. The Board of Directors shall then review the complaint, at which time the Board or designated member of the Board will investigate the complaint to recommend to the Board what action, if any, to take.

To the extent this Rule conflicts with any prior rules and regulations of the Association regarding Harassment, this Rule shall supersede and govern with respect to Protected Parties.

2. Rule prohibiting interference and/or Contact with Association Vendors or Contractors.

No Person may contact any contractor, subcontractor, or vendor (hereafter collectively "Contractor") of the ASSOCIATION without the express written consent of the ASSOCIATION. The Manager, the President of the ASSOCIATION, and in the absence of the President, the Vice President of the ASSOCIATION are the authorized contact representatives between the ASSOCIATION and a Contractor of the ASSOCIATION. The ASSOCIATION shall cause a list of approved contacts to be sent to each Contractor of the ASSOCIATION to prevent conflicting messages, the ordering of unapproved work and/or services, or any such other potential interference with any Contractor of the ASSOCIATION. No Person may communicate with any Contractor of the ASSOCIATION in any manner while the Contractor is on ASSOCIATION property to perform any of their obligations to the ASSOCIATION. No Owner shall direct any Contractor of the ASSOCIATION to perform additional services for Owner while the Contractor is on the Owner's property to perform services for the ASSOCIATION unless Owner agrees to pay for those additional services. If any Contractor must enter a Person's home to perform work on behalf of the ASSOCIATION, that Contractor will be accompanied by a member of the ASSOCIATION or Manager, as determined by the ASSOCIATION in its sound business judgment. Nothing herein shall prevent a Person from contacting a Contractor if the communication is solely related to work contracted by the Person and to be paid by the Person as a separate service and/or charge. In the event any Person has a comment or a complaint concerning any Contractor, they are directed to contact the ASSOCIATION's Manager or the President of the ASSOCIATION. In the event any Owner has a complaint regarding any Contractor of the ASSOCIATION,

the complaint should be directed to the Manager in writing on a form prescribed by the ASSOCIATION. Said Complaint shall then be reviewed by the Manager and President of the ASSOCIATION, which may then be brought to the Board of Directors in the President's discretion at its next scheduled meeting for a determination whether any action is warranted, as determined by the Board.

3. Enforcement.

Any violation of these Rules and Regulations ("Rules") will be deemed a violation of the ASSOCIATION's Rules and Regulations and enforced pursuant to Florida law and the ASSOCIATION's governing documents. The Board of Directors hereby delegates to the President of the ASSOCIATION, or the Vice President in the absence of the President, to determine in his or her sound business judgment whether any Person has committed a violation of these Rules. The President or Vice President as applicable may consult the Association's legal counsel in deciding whether a violation of these Rules has occurred. Should any Person commit a violation of these Rules and, then the Person committing the violation, as well as Member responsible for the Person's conduct, if applicable, will be notified in writing of said violation(s) as well as notified to cease and desist from engaging in such behavior again in the future. Should a Person commit or be in violation of these Rules at any point in time in the future or engage in behavior that would be considered a continuous or multiple violations of these Rules, as determined by a majority of the Board of Directors at a duly noticed board meeting, a fine of \$100.00 per violation shall be levied against the Person committing said violation(s). The Board of Directors of the ASSOCIATION deems \$100.00 per violation of these Rules to be reasonable. The Owner(s)/Member(s) responsible for the violation of these Rules and the violator (if different from the Member(s)) will then receive notice and an opportunity to be heard before the ASSOCIATION's Fining Committee in accordance with Section 718.303, Florida Statutes.

The ASSOCIATION may also, in its discretion, require the violator to cease and desist from verbally communicating with the Board, the Manager and/or the Staff until further notice, and to require the violator to only communicate with the ASSOCIATION in writing, but not by text messages or by email, to a specific individual, including the ASSOCIATION's legal counsel, via certified mail. The ASSOCIATION's right to fine a Person for any violation of these Rules is not intended to be an exclusive remedy, but rather shall be in addition to all other rights and remedies the ASSOCIATION may have under its governing documents and applicable law, including the ASSOCIATION's right to institute a lawsuit against any Person the ASSOCIATION determines in its sound business judgment to have violated these Rules and/or the Unit Owner(s) of the property where the Person resides, and seek injunctive relief and/or monetary damages as well as attorney's fees and costs incurred to enforce these rules. The Association reserves its right to seek emergency injunction relief if the Board determines the conduct in question is such that emergency relief is needed.