

The Rules & Regulations are amended by adding the following, to paragraph 8:

8. a. No pets, except either one dog or one cat may be ~~permitted to be~~ kept in one unit by a unit owner. The unit owner shall not permit or authorize guests, invitees or lessees to keep pets in his unit. Guests, invitees and lessees are not permitted to keep or maintain pets in a unit unless said animal is classified as a "seeing eye dog".
- b. No pets shall be permitted at any time upon any portion of the Common Property except on a leash, held by a responsible person.
- c. ~~Pets~~ shall not be permitted in or upon the recreation areas and facilities such as the pool and recreation building.
- d. If any dog or cat, in the sole discretion of the Association, endangers health, makes objectionable noise, or constitutes a nuisance or inconvenience to the Owner of another Unit, the unit owner whose unit the animal is kept, shall immediately cause the problem to be corrected. If the problem is not corrected after written notice from the Association, said animal shall be removed within three (3) days upon the request of the Board or the Board shall be required to take such other steps as the Property Owners Association may direct.
- e. All persons bringing a pet onto the Common Areas shall be responsible for immediately removing any solid waste of said pet.
- f. The board of directors has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions.
- g. At no time may a unit owner keep or have on the property or in a unit the following breeds: Doberman, Pit Bull, Rottweiler, Chow-Chow, or German Shepherd, unless said dog is classified as a "seeing eye dog". At no time may a dog who is a known biter of any breed be allowed to be kept on the property or in any unit.

Any Unit Owner, who was not, at the time of approval of this Amendment to the Rules and Regulations, in violation of former Paragraph 8, but by virtue of this amendment, is now in violation of its provisions, shall comply with this amendment on the earlier of the following occurrences: (1) the death of the pet (in which case said pet shall not be replaced in violation of the new Amendment), or (2) upon sale of the unit. Pets subject to this exception are hereafter referred to as "grandfathered pets" and are subject to all other provisions of the Rules and Regulations herein.

The Rules & Regulations are amended by adding the following, paragraph 23:

23. In order to assure a community of congenial residents and thus protect the value of property in the JOGGERS RUN community, the sale or lease of Units shall be subject to the these provisions.

No Unit owner may dispose of a Unit or any interest therein by sale or by lease without approval of the Association. If the purchaser or lessee is a corporation, approval may be conditioned upon the approval of those individuals who will be occupants of the Unit. Approval of the Association shall be obtained as follows:

A. **Leasing of Units.**

- (a) **Definition.** "Leasing", for purposes of these Rules and Regulations, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.
- (b) **Notice / Information Required.** Any Unit Owner intending to make a bona fide lease of his Unit shall give to the Association written notice of such intention, together with the required fee, and if required by the Board, a damage deposit to protect the Association from damage to the common elements by lessee, the amount of which fee and damage deposit, shall be set from time to time by the Board of Directors, the name and address of the intended lessee, an executed copy of the proposed lease, and such other information, in the form of an application or otherwise, to be established from time to time by the Board of Directors, concerning the intended lessee as the Association may reasonably require.
- (c) **Leasing Provisions.**
- (i) **General.** Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Unit. All leases shall be in writing except with the prior written consent of the Board of directors. No unit may be subject to more than one (1) lease in any twelve (12) month period, regardless of the lease term. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the Rules and Regulations.
- (ii) **Compliance with Declaration, By-Laws, and Rules and Regulations.** Prior to approval of any prospective lessee, every prospective Lessee shall be required to interview with the Approval Committee of the Board's designated agent for that purpose. Members of the Committee of the Board's designated

agent shall be appointed by the Board and need not, but may be, composed of members of the Association, including Board members. Said Committee or designated agent shall make recommendations to the Board, which shall be the sole authority for approval/disapproval of Leasing. The purpose of this required interview is to review the Association's governing documents, including its rules and regulations, with prospective lessees, and to have said prospective lessees execute an acknowledgment that they have reviewed, understand and will abide by said governing documents, to review the prospective lessee's application and other required material and thereafter approve or disapprove prospective lessees, based on the results of said interview and review of lessee's application and such background checks as may be required by the Board.

(iii) Owners and Lessees Responsible. Each Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto. All leases of Units shall be automatically deemed to include a covenant on the part of the tenant to comply with, and be fully bound, by the provisions of these Rules and Regulations of the Association. This Section shall also apply to Subleases of Units and assignments of leases.

- (d) Failure to Give Notice.** If the above required notice to the Association is not given, then, at any time after receiving knowledge of a lease or possession of a Unit, the Association, at its election and without notice, may approve or disapprove the lease transaction. If the Association disapproves the lease or lessee, the Association shall proceed as if it had received the required notice on the date of such disapproval.
- (e) Time for Approval / Disapproval.** Within fifteen (15) days after such written notice and information and receipt of the required fee, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be in writing and transmitted to the lessor within the aforesaid fifteen (15) day period and failure to do so shall constitute approval of the lease.
- (f) Failure of Owner to Comply With These Requirements.** The failure of a unit owner to give notice or allow possession or continued possession by a disapproved lessee shall constitute a separate violation of these rules and regulations for each day the disapproved lessee remains in possession beyond the date of receipt of notice of disapproval by the Association. Said owner shall be subject to separate fines levied by the Association for each daily violation or any other enforcement alternative permitted under the governing documents and/or Florida Statutes.

B. Sales of Units.

- (a) **Definition.** "Sales", for purposes of these Rules and Regulations, is defined as a voluntary transfer any interest in the real property, including gifts and transfers pursuant to the laws of descent and distribution of estates, but shall exclude transfers solely between co-owners, or transfers through operation of law such as foreclosure sales.
- (b) **Notice / Information Required.** Any Unit Owner intending to make a bona fide sale of his Unit shall give to the Association written notice of such intention, together a copy of the Contract for Purchase and Sale, contingent upon approval of the Association, with the required fee, the amount of which fee shall be set from time to time by the Board of Directors, the name and address of the intended purchaser, and such other information, in the form of an application or otherwise to be established from time to time by the Board of Directors, concerning the intended purchaser as the Association may reasonably require.
- (c) **Compliance with Declaration, By-Laws, and Rules and Regulations.** Prior to approval of any prospective purchaser, every prospective purchaser shall be required to interview with the Approval Committee or the Board's designated agent for that purpose. Members of the Committee or the Board's designated agent shall be appointed by the Board and need not, but may be, composed of members of the Association, including Board members. Said Committee or designated agent shall make recommendations to the Board, which shall be the sole authority for approval/disapproval of sales. The purpose of this required interview is to review the Association's governing documents, including its rules and regulations, with prospective purchasers, and to have said prospective purchasers execute an acknowledgment that they have reviewed, understand and will abide by said governing documents, to review the prospective purchaser's application and other required material and thereafter approve or disapprove the prospective purchaser(s), based on the results of said interview and review of purchaser's application and such background checks as may be required by the Board.
- (d) **Failure to Give Notice.** If the above required notice to the Association is not given, then, at any time after receiving knowledge of a transfer of interest in a Unit, the Association, at its election and without notice, may approve or disapprove the transaction. If the Association disapproves the transaction, the Association shall proceed as if it had received the required notice on the date of such disapproval.
- (e) **Time for Approval / Disapproval.** Within fifteen (15) days after such written notice and information and receipt of the required fee, the Association must either approve or disapprove the proposed transaction. Such approval or disapproval shall be in writing and transmitted to the prospective purchaser/purchaser within

the aforesaid fifteen (15) day period and failure to do so shall constitute approval of the purchaser and the transfer.

- (f) **Failure to Comply With Requirements.** The failure of a unit owner or prospective purchaser to give notice or allow transfer of an interest in the Unit shall make said transfer voidable at the option of the Association.

- (g) **Approval Certificate Required To Be Recorded With Deed.** If a purchaser is approved by the Association, the Association shall furnish an Approval Certificate in a form to be prescribed by the Board, which Approval Certificate shall be recorded together with the instrument of conveyance on the Public Records of Palm Beach County, Florida.

- (h) **Copy of Deed To Be Furnished To Association.** In the event of a sale, it shall be the responsibility of the purchaser of the Unit to furnish the Association with a recorded copy of the Deed of Conveyance indicating the owner's mailing address for all future assessment notices and other correspondence from the Association. Prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the new purchaser shall be required to execute an agreement acknowledging that he takes title subject to the By-Laws, Rules and Regulations of the Association, which he agrees to abide by. The Association shall retain the purchaser's certificate in its records, and shall furnish the purchaser a copy of the By-Laws, Rules and Regulations.

C. Other Transfers of Interest in Units.

Any other transfer of an interest in a Unit, other than those described above, "Other Transfers", shall be required to comply with the following provisions:

- (a) **Notice / Information Required.** Transferees through any Other Transfers shall be required to provide the Association, within thirty (30) days after obtaining said interest, written notice of said Other Transfer, and shall include in said notice a copy of the instrument of conveyance, the name and address of all transferees receiving an interest in a Unit through an Other Transfer, an application and such other information, which may be reasonably required by the Board of Directors.
- (b) **Failure of Owner to Comply With These Requirements.** The failure of a transferee to give notice as required above shall constitute a separate violation of these rules and regulations for each day beyond thirty (30) days said violation continues. Said transferee shall be subject to separate fines levied by the Association for each daily violation or any other enforcement alternative permitted under the governing documents and/or Florida Statutes.

THE FOREGOING AMENDMENTS, amending Paragraph 8 and adding Paragraph 23 to the Rules and Regulations, was adopted according to the governing documents of the Joggers Run Property Owners Association, Inc., a corporation not for profit under the laws of the State of Florida, by affirmative vote of the Board of Directors of the Joggers Run Property Owners Association, Inc., on the 15th day of OCTOBER, 1997.

Witness as to all:

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

[Signature]
Witness

JOGGERS RUN PROPERTY OWNERS ASSOCIATION, INC.

[Signature]
President / Director

RICHARD TURCOTTE
Director's Name Typed or Printed

[Signature]
Secretary / Director

ALBERT OTT
Director's Name Typed or Printed

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid, to take acknowledgments, personally appeared:

RICHARD TURCOTTE, President / Director
ALBERT OTT, Secretary / Director

to me known to be President and Secretary of Joggers Run Property Owners Association, Inc., and they acknowledged, upon oath, before me that they each signed their names to the foregoing document for the purposes therein stated.

WITNESS my hand and official seal in the County and State aforesaid this 15th day of OCTOBER, 1997.

[Signature]
Notary Public
LINDA WEBB
Notary's Name Typed or Printed

My Commission Expires:

Prepared by and Return to:
V DONALD HILLEY P.A.
11380 Prosperity Farms Road
Suite 204 Prosperity Gardens
Palm Beach Gardens Florida 33410
(407) 627-0009



Linda Webb
My Commission CC582732
Expires Sep. 05, 2000