

Jp Bay

Updated 12/01/13

**SCHEDULE "A" TO BY-LAWS
RULES AND REGULATIONS
FOR**

JUPITER BAY CONDOMINIUM ASSOCIATION

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INTRODUCTION

It is the purpose of the Association to maintain luxurious, but economically well managed, Improvements and Common Elements, and it is believed that these Rules will aid in this purpose. Your Board of Directors will welcome the assistance of all the Owners in the enforcement of these Regulations.

Violations should be reported to the Manager of the Condominium, in writing, not to the Board of Directors or Officers of the Association. Violations will be called to the attention of the violating Owner and any appropriate Committee by the Manager. Any action taken against the violator, including fines or suspension of rights, will be in accordance with Florida statutes. (Please reference paragraphs #53 through #56 of this Rules and Regulations document for details regarding rule compliance and enforcement.) The Association's Board of Directors (The Board) will take appropriate action based on the severity of the infraction and the Committee's concurrence. Owners are responsible for compliance of their guests, invitees and tenants.

DEFINITIONS

Following are definitions for terms used within this Rules and Regulations document:

- a) "Assessment" means a share of the funds which are required for the payment of common expenses, which from time to time is assessed against the unit owner.
- b) "Association" means The Jupiter Bay Condominium Association, which is responsible for the operation of common elements owned in undivided shares by unit owners.
- c) "Association Manager", Manager of the Condominium or Property Manager, means the Florida-licensed Community Association Manager (CAM) responsible for carrying out policies set by the Board and managing the Association's daily operations.
- d) "Association property" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its members.
- e) "Board of administration" or "Board" means the board of directors which is responsible for administration of the Association.
- f) "Bylaws" means the bylaws of the Association as they are amended from time to time.
- g) "Committee" means a group of board members, unit owners, or board members and unit owners appointed by the board or a member of the board to make recommendations to the board or to take action on behalf of the board.

- h) "Common elements" means the portions of the condominium property not included in the units.
- i) "Division" means the Division of Florida Condominiums, Timeshares, and Mobile Homes of the Department of Business and Professional Regulation.
- j) "Florida Statutes" are a permanent collection of state laws organized by subject area into a code made up of titles, chapters, parts, and sections. The Florida Statutes are updated annually by laws that create, amend, transfer, or repeal statutory material. Chapter 718 is the section of FL statutes within Title XL, Real and Personal Property, which regulates condominiums.
- k) "Limited common elements" means those common elements which are reserved for the use of a certain unit or units to the exclusion of all other units, as specified in the declaration.
- l) "Patios" means the limited common elements which are a part of the condominium units and outside of the enclosed living quarters. Within these rules the words patio and balcony are used interchangeably.
- m) "Special assessment" means any assessment levied against a unit owner other than the assessment required by a budget adopted annually.
- n) "Unit" means a part of the condominium property which is subject to exclusive ownership.
- o) "Unit owner" or "owner of a unit" means a record owner of legal title to a condominium parcel.

RULES & REGULATIONS

1. **Entrances & Exits:** The sidewalks, entrances, passages, stairways, corridors, elevators and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables, potted plants or any other similar objects be stored therein. Standard doormats of normal size may be placed outside of a unit's door as long as it does not inhibit ingress and egress. Unless their unit is fitted with an approved screen door, no member shall allow the corridor entrance door to their unit to remain open for any purpose other than for immediate ingress or egress. The Association will maintain a list of approved screen doors.

2. **Storage:** The personal property of Unit Owners must be stored in their respective units or in assigned storage rooms, if any. Storage rooms are for Homeowner's use only. Items allowed are bicycles, sports gear, beach toys, suitcases, hand tools, pet carriers and holiday decorations. Appliances, mattress and bedding, lamps, kitchen

cabinets, construction supplies and debris, furniture, tile, paint, TVs and anything not mentioned above are prohibited and will be discarded.

3. Noise Control: No Unit Owner, nor their family, guests, employees, agents or lessees, shall make or permit any disturbing noises in the Building, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other unit Owners. No Unit Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a television, radio, CD player, iPod, sound amplifier or other sound equipment in his or her Unit in such a manner as to disturb or annoy other residents. No Unit Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents. Minimum volumes of all sounds and sound producing equipment shall be enforced between the hours of 10:30 P.M. and 8:00 A.M. All other unnecessary noises, such as bidding good night to depart guests and slamming car doors, between these hours should be avoided. Carpentry, carpet laying, picture hanging or any trade (or do-it-yourself) work involving any noise must be done between the hours of 8:00 A.M. and 6:00 P.M. weekdays ONLY (no exceptions).

4. Signs & Notices: No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Property, except signs used or approved by the Association. Notices for Board, owner, and committee meetings will be posted in conspicuously placed bulletin boards at each building of the Association.

5. Unit Owner Keys: For pest control and emergency access, the Association must retain a pass-key to all units. Whenever an Owner or agent alters any lock, or installs a new lock, the Unit Owner shall provide the Association with an additional key. These owner keys are stored in a locked key-control safe in the Association office. Any owner key that is removed from the safe follows a strict sign-in and sign-out process. In the absence of a key, the Association has the right to obtain unit access in any way deemed necessary and charge the Unit Owner for any associated cost. Realtors and Rental Agents should have their own multiple sets of keys to allow regular cleaning, inspections, and maintenance and any other unit entry approved by the owner.

6. Hurricane Preparation: During hurricane season Unit Owners are required to remove patio furniture, decorations and any loose objects from their patios into the unit when not in residence or between rental periods, either by themselves, through their rental agent, or their unit guardian. A Unit Owner should designate a responsible firm or individual to care for the unit should the unit suffer hurricane damage, and furnish the Association with the name(s) of such firm or individual.

7. Supervision of Children: Children will be the direct responsibility of their parents or legal guardians who must supervise them while they are within the

Condominium Property. Full compliance with these Rules and Regulations and all other Rules and Regulations of the Association shall be required of such children. Playing shall not be permitted in any of the catwalks, hallways, stairways, and elevators, and loud noises will not be tolerated.

8. Skating on Property: Skating, roller-blading or skateboarding are not permitted anywhere on Association property.

9. Windows & Window Coverings: No unit shall have any reflective substance placed in any window or glass door. Replacement windows must be tinted (gray) with stainless steel rollers. Replacement windows without hurricane shutter protection must contain high-impact-resistant glass. Curtains, blinds, plantation shutters and other window coverings must be white or lined or "under draped" in white.

10. Unit Floor Coverings: Unless expressly permitted in writing by the Association, the installation of any floor covering, other than padded carpeting or well-padded tile, wood or laminated flooring is prohibited. In any event, Unit Owners shall have the duty of causing there to be placed underneath such covering, so as to be between any such covering and the floor of the Unit, generally accepted and approved material for diminution of noise and sound, so that the floors shall be adequately soundproof according to general architectural and engineering standards as established by Town of Jupiter building codes.

11. Unit External Appearance: To maintain a uniform and pleasing appearance of the exterior of the Building, no awnings, antennas, satellite dishes, glass enclosures or projections shall be attached to the outside walls, doors, windows or to any balcony or patio. Screen replacements must be similar in style, color and quality to the originally installed screen. Balcony and patio floors may be painted any color desired, or may be covered with stamped concrete, stucco or tile; otherwise, standard exterior colors shall not be altered. Carpeting and laminates are not permitted on balconies or patios. Plants, pots, receptacles and other moveable objects must not be kept, placed or maintained on balcony or patio ledges.

No objects shall be hung from balconies, patios or window sills. No laundry, towels, clothing, rugs or mops shall be hung upon windows, doors, balconies or patios. No furniture which extends higher than the rail or railing, and which may be visible from outside the Condominium, shall be kept or placed on any balcony or patio. This includes without limitation, tables, umbrellas, awnings, blinds or shades (except for those expressly approved by the Association).

Per FL Statutes an owner may display one portable, removable United States flag in a respectful manner. On certain national holidays, they may also display a service flag of the Army, Navy, Air Force, Marine Corps or Coast Guard. Neither the U.S. flag nor the service flag may exceed dimensions of 4.5 feet by 6.5 feet in size.

12. Sewerage Lines: Water closets and other plumbing shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags or other foreign substances shall be thrown in them. The cost of any damage resulting from misuse shall be borne by the member responsible for the damage.

13. Falling Objects: No Unit Owner shall permit anything to fall from a window or door of the Condominium Property, not sweep or throw from the Condominium Property any dirt or other substance into any of the balconies or elsewhere in the Building or upon the Common Elements. No rugs, mops or sweeper filters shall be shaken from windows, doors, balconies or patios.

14. Electronic Transmitters & Receivers: Every unit is equipped with basic cable television, and this is the only authorized TV reception method. No electronic installation may be permitted in any unit which interferes with the television or radio reception/control or wireless network of another unit.

15. Deliveries: Owners shall be liable for all damages to any common area, including buildings, walkways and elevators caused by receiving deliveries, or moving or removing furniture or other articles, to or from the Building.

16. Trash & Recyclables: All refuse, waste, and garbage shall be securely contained in plastic bags and sent down the chute in a container not exceeding the width of the chute. Trash chutes may be used only between the hours of 8:00 a.m. and 10:00 p.m. Heavy trash items intended for disposal shall be placed in the trash room dumpsters on the ground floor, and not thrown down the garbage chutes. Bottles, cans, newspapers, magazines and other recyclable items must be placed in the appropriate recycling bins located in the dumpster area on the ground level of every building. Unit owners must make their own special arrangements to have furniture, heavy appliances, construction materials, etc. hauled away. All cardboard boxes must be broken down and placed in the appropriate recycle bin.

Contractor waste must be removed from the premises daily or the unit owner or their agent must obtain Association approval for temporarily storing construction waste in a roll-off dumpster. Regardless of the source of the infraction, the unit owner will be held responsible for failure to comply.

17. Dress Code: Members, their families, guests, and lessees shall not appear in, nor use, the walkways of any Building or Common Area except in appropriate attire. When walking to and from the pool areas, residents must wear shirts or cover-ups and proper footwear (sandals, flip-flops, etc.).

18. Restricted Access: Members and their guests, lessees, agents or contractors are not permitted on the roofs, attic, electrical rooms, and pump rooms of any building for any purpose, except as permitted specifically by the Declaration.

19. Solicitation: There shall be no solicitation by any person anywhere in any Building for any cause, charity or any purpose whatever, unless specifically authorized by the Board of Directors.

20. Unpleasant Odors: No noxious or unusual odors shall be generated in such quantities that they permeate to other units or the Common Elements and become annoyances or become obnoxious to other Unit Owners. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this Regulation.

21. Smoke & Dust: No fires or devices which emit smoke or dust shall be allowed on any balcony or patio. Per Florida's "Clean indoor Air Act" of 2002, the smoking of all tobacco products is banned in enclosed indoor locations where work is performed. This includes indoor meetings of the Board, committees and owners. It also includes all indoor common areas of the Association where any work or service is performed by an officer, director, manager, employee, contractor or volunteer. Except for these prohibitions, smoking is permitted outdoors in common areas and limited common areas (e.g., balconies) as long as the smoke doesn't interfere with the activities of others including owners in adjacent condominium units. Owners who wish to restrict smoking in their leased units need to communicate this to their renters or rental agencies.

22. Patio Grills: The use of electric appliances (grills, skillets or cookers) on the patio of a multiple-family building is allowed under state law. However, gas and open flame (e.g., charcoal) grills are not allowed by state law and are subject to corrective action by the County Code Enforcement Board, and fines could exceed \$250.00 per day. State fire code also does not allow the storage of combustibles, charcoal or flammable materials within 10 feet of the structure. Unit owners who are concerned should report violations to the Palm Beach County fire department. When using electric grills, you need to abide by Association rule #21 that "prohibits noxious or unusual odors that permeate to other units or the Common Elements and become annoyances or become obnoxious to other Unit Owners".

23. Flammable Liquids: No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any unit, storage room or on the Common Elements, except those used by the Association and stored in approved fireproof containers. State fire code does not allow the storage of combustibles, charcoal or flammable materials within 10 feet of the structure.

24. Vehicles & Parking: Parking permits are required for all vehicles that park overnight on the property. Any vehicle that does not display an authorized parking permit is subject to towing at the owner's expense. If the management office is closed at the time of tenant or guest occupancy, the tenant's or guest's vehicle will not receive a parking violation until the first evening proceeding a business day. (A

business day is defined as a day in which the Association office is open.) In other words, vehicles arriving over the weekend will only be tagged on Sunday evening.

No person shall be permitted to park any trucks, boats, boat trailers, other trailers, mobile homes, cargo vans, motorcycles, recreational vehicles or buses on condominium property. Parking of commercial vehicles on condominium property shall only be permitted during the time necessary to provide or deliver goods or services during normal business hours. In any event, overnight or weekend parking of commercial vehicles on condominium property is prohibited. (Also, please see page 11 #32.) No golf cart or other vehicle which is not licensed to be operated on the public roads of the State of Florida shall be permitted to be parked on or operated on the condominium property, except for golf carts owned and utilized by the Jupiter Bay Condominium Association, Inc., and/or its agents, in the normal course of business. Washing or repairing vehicles on the condominium property is prohibited.

Per Florida law, the Association provides one handicapped space for every 25 parking spaces. Anyone parking in a designated handicapped space must display a disabled parking permit or have a FL DMV-issued disabled license plate; otherwise their vehicle is subject to towing and a fine not to exceed \$250.

25. Pets: Domestic household pets not to exceed twenty (20) pounds are permitted. Per Jupiter Town ordinance, no pets shall be allowed outside of an apartment unless leashed and under the direct control of the owner. No pet shall be allowed to create or cause any disturbance, loud noise or nuisance of any kind. The owner of any pet shall be liable for any and all damage caused by such animal to any part of the condominium property or any property owned by the Association. In no event shall any pet be allowed at or upon any recreational facility operated by the Association. Pet owners must clean up any mess left by their pet. Owners who do not wish to have pets in their leased units need to notify their renters or rental agencies of this restriction. An exception to the Association's pet rule may be granted for service animals required by occupants with a physical or mental impairment that substantially limits their major life activities or for emotional support when approved by a medical doctor.

26. Unit Occupancy: Each of the units shall be occupied only by the record owner or owners of the units, their guests and lessees, as a residence and for no other purposes. A one-bedroom unit is limited to occupancy by four persons and a two-bedroom unit is limited to occupancy by six persons.

27. Unit Sales & Management: The process of transferring a unit's ownership begins when a Sales Contract and Sales Application, properly and completely filled out, is provided to the Association office at least fourteen (14) days prior to closing. In response, the Association will prepare a Certificate of Approval and estoppel document. The transferred unit may not be occupied by the new owner until and unless the Association is provided a copy of the property deed. The new owner is

liable for all assessments which come due while they are the unit owner, and they are jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title.

For units in which property management is delegated to an agent, the Association must receive an original, signed and notarized, Unit Transfer of Responsibility document from the owner stipulating the nature of the management arrangement. The document must specify whether the agent is responsible for property maintenance, payment of assessments, or both; and it must say who the Association should contact in the event of an issue or emergency involving the unit. Regardless of the arrangement, the Jupiter Bay Condominium Association is held harmless by the owner and agent in any legal action between owner and agent.

28. Leasing of Units (General): A unit may be leased provided that the occupancy is only by the lessees and their guests. When a unit is leased, a tenant shall have all use rights in the Association property and those common elements otherwise readily available for use generally by unit owners, and the unit owner shall not have such rights except as a guest, unless such rights are waived in writing by the tenant. Parking permits for lessees and guests will be issued by the Management Office at the time of registration. Guests in residence with the owner or immediate family members of the owner should, upon arrival, obtain a parking permit from the Management Office. Owners who lease their units for six months or less are responsible for collecting and forwarding county and state taxes to the appropriate government agency or for assuring that their agent collects and forwards the taxes.

29. Leasing of Units (Other than Building "C" West): Leases must be submitted in writing and filed with the Association not less than three (3) business days in advance of the intended occupancy. Tenants must complete a Registration Form at the Management Office no later than the conclusion of the first business day following the initial date of occupancy. Guests of an owner, unless they are in residence with the owner, or are immediate family members of the owner, must complete a Guest/Lease Registration Form. This form must be submitted at the Management Office no later than the conclusion of the first business day following the initial date of occupancy. The unit owner must confirm guest status to the Management Office prior to occupancy of the unit.

30. Sale or Lease of Building "C" West: (Approved February 7, 2003). An application form, completed and signed by the applicant(s) must be submitted to the management office for approval seven (7) days prior to occupancy, together with a copy of the original lease or sales contract. Leasing or renting of a condominium unit by a unit owner is permitted only if the lease period, as to any particular lessee, is for at least thirty (30) days or one calendar month, whichever is less. In addition, a unit owner is permitted to lease or rent his or her unit a maximum of three (3) times per calendar year for a lease period, as to any particular lessee, of at least ten (10) days

during the holidays of Thanksgiving, Christmas and Easter (any such ten day lease period must include either Thanksgiving, Christmas Day, or Easter Sunday). All applicants for sale or lease or any other transfer of the interest in a unit must be reviewed and approved in advance, in writing by the Association.

The Association shall collect a transfer fee, which shall be an amount determined by the Board from time to time, in accordance with applicable law. A \$100.00 transfer fee is required for the sale of a unit, and a non-refundable processing fee of \$75.00 is required for the lease of a unit. All tenants, including returning tenants unless they are occupying pursuant to a renewal right in a previously approved lease, are required to file a rental application form and pay the \$75.00 processing fee. Applications for leases will not be approved if there are any current violations of the governing documents or rules related to such unit or if an owner is more than ten (10) days delinquent in the payment of maintenance fees, assessments or fines. Moreover, applications for leases will not be approved if there are reasonable grounds to believe that the proposed lessee would not likely be able to meet the obligations of the lease or that the proposed lessee or guests pose a risk to the community.

Guests of Owner, unless they are in residence with the owner, or are immediate family members of the owner, are required to pay a \$25.00 processing fee. Residents who claim "Guest of Owner" status will not be processed by the management office until confirmation has been received from the unit owner.

31. Unit Property Insurance: The Association has a master insurance policy on the condominium property. The Association's insurance coverage excludes all personal property within the unit or limited common elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the unit and serve only the specific unit. Such property and any insurance thereupon is the responsibility of the unit owner.

The following statutes address specific requirements for unit owner insurance policies and unit owner responsibilities for repair or replacement of condominium property:

- a) Per FL Statute §627.714 "Coverage under a unit owner's residential property policy must include at least \$2,000 in property loss assessment coverage for all assessments made as a result of the same direct loss to the property, regardless of the number of assessments".
- b) Per FL Statute §718.111(11)(g)2 "Unit owners are responsible for the cost of reconstruction of any portions of the condominium property for which the unit owner is required to carry property insurance, and any such reconstruction work undertaken by the association is chargeable to the unit owner and enforceable as an assessment".

- c) Per FL Statute §718.111(11)(j)1 "A unit owner is responsible for the costs of repair or replacement of any portion of the condominium property not paid by insurance proceeds if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the declaration or the rules of the association by a unit owner, the members of his or her family, unit occupants, tenants, guests, or invitees, without compromise of the subrogation rights of the insurer".
- d) Per FL Statute §718.111(11)(j)2 "The provisions of subparagraph 1 (see "c" above) regarding the financial responsibility of a unit owner for the costs of repairing or replacing other portions of the condominium property also apply to the costs of repair or replacement of personal property of other unit owners or the association, as well as other property, whether real or personal, which the unit owners are required to insure".
- e) Per Jupiter Bay's Declaration of Condominium paragraph 9.1 "Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his or her own unit".

All unit owners are encouraged to obtain a home owner insurance policy covering all personal property within the unit and limited common elements. This will protect the owner from property damage to their unit, liability claims against the unit owner, and Association property loss assessments. The Association's insurance policy covers damage to air conditioner compressors located on common Association property. All Association buildings are in FEMA flood zone B, requiring no flood insurance.

An owner who has suffered a loss inside their unit should report the loss to their HO-6 insurance carrier. In addition, they need to complete an Insurance Claim Form and provide it to the Association Management Office. The Office will forward a copy of this form to the Association's Insurance carrier for their review for any coverage under our master policy.

32. Alterations by Unit Owner: A unit owner may not make any alterations or additions to the common elements or limited common elements without Board approval. Board approval may be granted for several common element changes including installation of hurricane shutters, window replacements or installation of screen doors. Limited common element (e.g. balcony) changes could include screen replacement or floor covering installation. Per our declaration of condominium "the enclosure of any porch or terrace by any screen other than the originally-installed screen, or by any awning, glass windows or glass doors is prohibited". Glass patio enclosures installed prior to the May 15th, 2013 BOD meeting that have been properly permitted and erected according to town building codes are grandfathered. However, after May 15th this restriction will be strictly enforced, and no additional glass enclosures will be allowed.

No unit may be divided or subdivided into smaller units nor any portion sold or otherwise transferred. No unit owner may do anything that would jeopardize the safety or soundness of the unit building or impair any easement. Work on any unit can only be performed Monday

through Friday between the hours of 8:00 a.m. and 6:00 p.m. Any contractor vehicle as well as other trucks left onsite after 6:00 p.m. will be subject to towing. No work can be performed on Saturday or Sunday. Unit owners, and not their agent, contractor or guardian, must complete a Unit Alteration Approval form and receive prior written approval from the Association's Board of Directors for certain changes to their units. The contractor specified on the form is the only one authorized to do the work. Please check with the Management Office before making any major alteration or upgrade.

33. Unit Maintenance & Repair: Each unit owner is responsible for the maintenance and repair of their unit. In particular they need to ensure that hot water heaters, air conditioners, clothes washer lines, toilet valves and balcony screens are periodically inspected and repaired/replaced as needed. FL statutes "allow a condominium association to undertake reconstruction work on items that are the responsibility of the unit owner, charge those costs to the unit owner and collect those costs through the lien and foreclosure procedures".

34. Building Restoration: The Association is responsible for maintenance and restoration of the common and limited common elements of the buildings. This includes exterior painting, roof replacement, walkway maintenance, elevator maintenance, entrance door maintenance, concrete restoration, etc. The Association's sole responsibility is to maintain and restore the common and limited common elements (e.g., balconies) to their original condition. Consequently, any extra material cost or labor required by the Association in accommodating owner modifications is the responsibility of the owner. The Association's contractors will remove and replace owner-installed shutters, glass enclosures, patio floor tiles, etc., but the unit owner will be wholly responsible for all associated costs, and these will be charged back to the owner.

35. Hurricane Shutters: The installation, replacement, and maintenance of hurricane shutters, impact glass and other code-compliant windows, or other hurricane protections in accordance with specifications approved by the Board are not considered to be a material alteration or substantial addition to the property under the Condominium Act. The Board has adopted specifications, approved by the Town Building Department, to govern installation of these by a unit owner, including their color, style and other factors. An owner must consult the Association's specifications and complete a Unit Alteration Approval form prior to installing hurricane protection for their unit.

36. Owner Delinquencies: Owners who are more than 10 days late in paying their quarterly maintenance assessments will be charged a \$50.00 late fee and interest at 15% per annum starting with the second day of the quarter. On the 45th day of delinquency, the account will be turned over to our attorney for collection, and at 90 days of delinquency the attorney will file a claim of lien. Any owner who is late in the payment of any special assessment will also be charged a late fee (\$25.00 if under \$1,000, otherwise \$50.00).

Any owner who is more than 90 days delinquent in the payment of any monetary obligation due the Association is ineligible to vote, and the Association may suspend the right of the unit

owner or the unit's occupant, licensee, or invitee to use common elements, common facilities, or any other Association property until the monetary obligation is paid in full. An owner who is delinquent in the payment of any fee, fine, special or regular assessment is not eligible to be a candidate for the board. If a unit is occupied by a tenant and the unit owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all monetary obligations of the unit owner related to the unit have been paid in full to the Association. Regardless of how the title to a unit has been acquired, the new unit owner is liable for all assessments which come due while he or she is the unit owner, and the owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title.

37. Security: The Jupiter Bay Condominium Association property is for the exclusive use of our owners, renters and invited guests. Under no circumstance are uninvited guests allowed to use our pools, tennis courts or other Association facilities. All contractors on our property, whether employed by the Association or a unit owner, must be licensed. Contractors performing substantial renovations to a condominium unit must be pre-approved via a Unit Alteration Approval Form. Owners who suspect that that an unauthorized contractor or individual is loitering, performing work, or using our facilities is encouraged to report this to the Association Manager. The Association provides security guards to patrol our property between the hours of 8:00 p.m. until 1:00 a.m. seven days a week. Residents are encouraged to report any suspicious activity to the security officer on duty. To help keep Jupiter Bay a safe and secure area, every unit owner must assure that their unit doors, windows and car doors are locked when unoccupied and assure that valuables are properly secured. Residents are responsible for any valuables left unattended in common areas.

38. Association Employee Tasks: Employees of the Association are not to be assigned work by Unit Owners or sent out for personal errands during normal work hours. The Board of Directors, and the appointed Association Manager under the Board's direction, shall be solely responsible for directing and supervising employees of the Association.

39. Inspection of records: The following rules govern the inspection of the Association's official records:

- a. The official records of the association shall be made available to a unit owner within five (5) working days after the board or its designee receives a written request. The request must specify the particular record(s) subject to inspection including pertinent dates or time periods. The request must be sufficiently detailed to allow the Association to retrieve the specific record(s) requested. The inspection or copying of records shall be limited to those specifically requested.
- b. The records will be made available for inspection or copying at the Association management office, or the Association may offer the option of making the

- records available to a unit owner electronically via the Internet or email or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. A condominium owner or his or her authorized representative may use a smartphone, tablet or other portable device to scan or take a photograph of an official Association record in lieu of the Association making a copy of same. The Association will not charge a member or their authorized representative for the use of such portable device.
- c. The records are open to inspection by any Association member or the authorized representative of such member at all times that the Association office is open or at a mutually agreed time between the member and the Association manager.
 - d. The right to inspect the records includes the right of the member to make or obtain copies, at a reasonable cost established by the Association.
 - e. No original records may be removed from the location of inspection, and no alteration of the original records may be made.
 - f. No unit owner may submit more than one written request for inspection or copying in a fourteen (14) day period.
 - g. An adequate number of copies of the declaration, articles of incorporation, bylaws, rules, and all amendments to each of the foregoing, as well as the question and answer sheet and year-end financial information will be maintained by the Association to ensure their availability to unit owners and prospective purchasers. The Association will charge its actual costs for preparing and furnishing these documents to those requesting the documents. Due to the size of condominium documents, the Association may take up to 10 business days to provide copies.
 - h. Notwithstanding this paragraph, the following records are not accessible to unit owners:
 - Any record protected by the lawyer-client privilege and any record protected by the work-product privilege.
 - Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a unit.
 - Personnel records of association employees, including, but not limited to, disciplinary, payroll, health, and insurance records.
 - Owners social security numbers, driver's license numbers, credit card numbers, medical records and emergency contact information.
 - Electronic security measures that are used by the association to safeguard data, including passwords.
 - The software and operating system used by the association which allow the manipulation of data, even if the owner owns a copy of the same software used by the association.

40. Owner Inquiries: When a unit owner files a written inquiry by certified mail with the board of administration, the board will respond in writing to the unit owner within 30 days of receipt of the inquiry. The board's response will either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division of FL Condominiums, Timeshares & Mobile Homes. If the board requests advice from the Division, the board will, within 10 days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board will, within 60 days after receipt of the inquiry, provide in writing a substantive response to the inquiry. The board is only obligated to respond to one written inquiry per unit in any given 30-day period. Any additional inquiry or inquiries will be responded to in the subsequent 30-day period, or periods, as applicable.

41. Recording & Speaking at Meetings: Unit owners have the right to participate in and speak at all board, committee and owner meetings with reference to all designated agenda items. To allow greater participation at meetings, the Board may limit each owner's comments to 3 minutes and disallow subsequent comments from the same owner until others have the opportunity to express their viewpoint. A petition of 20% of the unit owners is needed to add items to a board meeting agenda. A unit owner may tape record or videotape board meetings subject to the following restrictions:

- a) The only audio and video equipment and devices which unit owners may use is equipment which does not produce distracting sound or light emissions;
- b) Audio and video equipment must be set up before the meeting starts,
- c) Anyone videotaping or recording a meeting cannot move about the meeting room, and
- d) Unit owners must give advance notice to the board if they intend to videotape or tape record a meeting.

42. Committees: Committees, comprised of Board members and/or unit owners, may be appointed by the Board to make recommendations to the Board or to take action on behalf of the Board. Committee membership is on a voluntary basis and is open to all Association owners. Committees could be permanent standing committees or temporary advisory groups. Committees with authority to carry out or exercise a portion of the Board's administrative responsibility require a resolution adopted by a majority of the full Board membership. Typical Jupiter Bay advisory committees include landscaping, budget, social and fines/suspension. Budget Committee meetings are open to all owners, and notices for these meetings must be posted conspicuously on the condominium property at least 48 continuous hours before the meeting.

43. Financial Policy: The Association's Financial Policy, published in a separate document, reinforces the financial regulations contained within the Declaration and By-Laws and provides detailed guidance and direction regarding the Association's financial controls (Approved at 2/16/09 Board Meeting). The Policy describes the manner in which the Board Members and Officers perform their fiduciary

responsibilities in protecting the financial assets of the Association. It includes, but is not limited to, the manner in which financial decisions are made and financial records maintained and protected.

44. Landscaping and Property Grounds: Landscaping is the sole responsibility of the Association. Owners who wish to contribute plants, materials, funds, or labor to common element landscaping areas/projects must receive approval from the Association. Plants shown on the Town of Jupiter's prohibited species list, which are defined as Category 1 nuisance and invasive exotic vegetation by the Florida Exotic Pest Plant Council, shall not be planted, maintained or permitted to remain on Association property. Owners of first floor condominium units must not leave furniture, potted plants, statues, children's toys, etc. on common Association property.

45. Swimming Pools: Since there is no lifeguard on duty, persons who use the pools do so at their own risk. The following rules pertain to pool usage:

- a) Pool hours are 9:00 a.m. to Dusk.
- b) Bathers with suntan oil or sand on their skin must shower before entering pool.
- c) Infants in diapers must wear a swim diaper.
- d) An adult must accompany children under 10 years of age.
- e) No animals are permitted within the pool area.
- f) No food, drink or smoking is permitted in the pool or on the pool deck area within 4 feet of the pool curb.
- g) No glass containers are permitted within the pool area.
- h) No diving or horseplay is permitted.
- i) No toys, balls, swimming gear or Frisbees are permitted in the pool.
- j) No skateboards, bicycles, roller skates or roller blades are permitted in the pool area.
- k) Any towel that has been left on an unoccupied chair or chaise for 30 minutes may be removed and the seat made available to others.
- l) For Spa rules, please read the notice posted in the West pool area.

46. Tennis Courts: The following rules are to be observed when using the Jupiter Bay tennis courts located behind the East "A" Building:

- a) Courts are available on a first come first served basis.
- b) If others are waiting to play, doubles can have a court for 1.5 hours and singles for 1 hour.
- c) The clock starts when all players of the group are present.
- d) Courts cannot be held if all players are not present and another group is present and ready to play.

47. Pest Control: The Association is responsible for controlling all pests (ants, termites, roaches, rats, etc.) in common areas of the condominium property including all areas outside of the individual units. As a service to unit owners and to help control

the unit-to-unit or unit-to-common-area spread of pest infestations, the Association also employs a certified pest control operator to regularly and periodically treat each individual condominium unit. Treatment inside the units is only for the following pests: ants, roaches, palmetto bugs and silverfish. Treatment and control of all other pests are the responsibility of the condominium owner.

Each unit owner and their tenants and guests need to control pests in the unit by making sure that it is clean and dry. Following is a list of recommended practices, not necessarily inclusive, to help control pests:

- Wipe up spills immediately with soap and water.
- Take out garbage daily and keep garbage cans clean of food residue.
- Keep ripe fruit in the refrigerator.
- Wash dishes daily, or at least submerge them in soapy water until they can be washed.
- Make sure all food and beverage containers outside the refrigerator or freezer are tightly sealed.
- Sweep and vacuum floors regularly.
- Keep bathroom and kitchen areas as dry as possible. Fix leaky faucets and don't let standing water accumulate.
- If you have a pet, comb it regularly with a flea comb and wash its bedding frequently. Be sure to vacuum floors, rugs and upholstery your pet comes in contact with regularly.
- Deny access to new invaders by making sure potential entry points are sealed off. Keep entrance doors closed and repair holes in any existing screens.
- Seal any cracks and crevices in baseboards, moldings, cupboards, pipes, ducts, sinks, toilets and electrical outlets.

Unit Owners should report any pest problems within their unit to the Association office, so that the Association can assess the issue and determine whether Association action is necessary. Owners are responsible for any pest infestations in their unit, any adjacent unit or common elements caused by negligence.

48. Community Barbeque Grill: The following Rules Govern Use of the Barbeque Grill located in the West Pool area (April 9, 2001):

- a) Events sponsored by the Association will be limited to 125 people and will be open to all Jupiter Bay residents. Notice will be posted on the bulletin boards well in advance of the function.
- b) Private use of the grill will be available for both tenants and owners; however, tenants will have to be sponsored by an owner.
- c) A \$50.00 security deposit will be required and will be refundable as long as no damage is incurred and the area is left clean.
- d) Private functions will be for groups of not more than 30 people, and can be held 7 days per week, nights only, from 5:00 PM to 8:00 PM.
- e) Applications must be made to the Management Office.

- f) Use of the barbeque grill should be scheduled at least 7 days in advance. Directions for use of the grill will be supplied at the time the security deposit is provided.

49. Owner Directory: As provided for in FL House Bill #73 of 2013, the Association will maintain, and periodically publish and distribute, an owners' directory containing the names, addresses and telephone numbers of each condominium owner. This bill allows an owner to exclude his or her telephone number from the directory by making a written request to the Association. Owner information updates, including change of address, phone number or email address, can be made using an Owner Information Sheet available at the office or Association website.

50. Website: The purpose of the Jupiter Bay Condominium Association website (www.JupiterBayCondoAssoc.com) is to provide condominium owners helpful information to keep them informed of Association activities, enhance community spirit, increase transparency, and promote inclusiveness of all owners. The content of the website is strictly controlled by the Association. The website will not contain information that violates generally accepted privacy standards, is political in nature, is offensive to individuals or organizations, promotes any non-affiliated commercial establishment, or violates community standards. In publishing any information, consideration will be given to the fact that all of our unsecured website pages are available to all users of the worldwide web.

51. Wildlife: Feeding of ducks and other wildlife on Association property is prohibited. Any fish caught in the lake must be released back into the lake.

52. Waterbeds: No waterbeds are to be brought into the units for any reason whatsoever.

COMPLIANCE AND ENFORCEMENT

53. Rule Compliance: Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or Occupant to so comply shall be grounds for action which may include, without limitation, fines, suspension of rights, and an action to recover sums due for damages, injunctive relief, or any combination thereof.

54. No Waiver of Rights. Per Paragraph #11.3 of the Association's Declaration of Condominium "The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the Regulations shall not constitute a waiver of the right to do so thereafter."

55. Fines, Penalties and Suspension: In accordance with FL Statutes, "the Association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the declaration, the Association bylaws, or reasonable rules of the Association". A fine may not become a lien against a unit. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. However, the fine may not exceed \$100 per violation per day, or \$1,000 in the aggregate.

- a) The Association may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other Association property for failure to comply with any provision of the declaration, the Association bylaws, or rules of the Association.
- b) A fine or suspension may not be imposed unless the Association first provides at least 14 days' written notice and an opportunity for a hearing to the unit owner and, if applicable, its occupant, licensee, or invitee. Alleged violators who do not request a hearing are presumed to concur with the fine, and the fine will be posted against their account. Hearings must be held before a committee of other unit owners who are neither board members nor persons residing in a board member's household. If a majority of the committee members does not agree, the fine or suspension may not be imposed.

56. Actions Against Tenants: If a tenant's noncompliance of Association rules occurs twice within 12 months after notice, an eviction action may commence without delivering a subsequent notice. These rules can include parking in the wrong spot, having an unauthorized pet, making loud or disturbing noises, etc. Changes in Association law effective 6/7/13 allows a landlord to evict tenants who pay partial rent but fail to turn over the full amount owed.

JUPITER BAY CONDOMINIUM ASSOCIATION, INC.
GUEST/LEASE REGISTRATION FORM

Unit Owner: _____ Unit Number: _____

Instructions: Please complete in full and include your signature and date.

Guest/Tenant: _____
(First Name) (Last Name)

Spouse Name: _____

If Guest, Relationship to Owner: _____

Address: _____
(Street)

(City) (State) (Zip Code)

(Country) (Telephone)

List Other Persons Residing in the Unit and Their Relationship to You: Please note that Jupiter Bay's Condominium rules restrict occupancy to lessee(s) and their guests. A one-bedroom unit is limited to occupancy by four persons and a two-bedroom unit is limited to occupancy by six persons.

Name: _____ Relationship: _____
Name: _____ Relationship: _____
Name: _____ Relationship: _____
Name: _____ Relationship: _____
Name: _____ Relationship: _____

Period of Occupancy: _____ (Arrival Date) _____ (Departure Date)

Copy of Drivers License: _____

Description of Vehicle(s) that will be On Premises: Condominium rules prohibit trucks, boats, boat trailers, any trailers, mobile homes, vans, motorcycles, recreational vehicles or buses on condominium property.

Make	Model	License	State	Permit #
Make	Model	License	State	Permit #

I DECLARE THAT THE ABOVE INFORMATION IS TRUE AND CORRECT. I FURTHER ACKNOWLEDGE THAT I HAVE RECEIVED AND READ JUPITER BAY'S RULES AND REGULATIONS.

(Tenant Signature) (Date)

INSURANCE CLAIM FORM

If you have suffered a loss inside your unit, please report the loss to your Unit owner's HO-6 carrier. Please complete the information below and provide to the Property Manager so that a claim can be reported to the Association Insurance carrier. An Insurance Adjuster will need access to your unit to assess the damages. Any claim payment will be made in the name of the Association. In the meantime, we urge you to take individual responsibility for your unit to protect your property from further damage. It is very important that you take photographs of the damage and keep your receipts for expenditures. The Association's Insurance policy will not cover your personal possessions. **Please fax the completed form to RV Johnson Insurance at 561-745-8871.**

Association Name: _____

Date/Time of Occurrence: _____

Owner Name: _____

Property Address where claim occurred: _____

Mailing address if different: _____

Contact Name to view damage: _____

Contact Numbers: Home: _____ **Work:** _____

Cell: _____

Unit Owner's Ins. Company: _____ **Policy No.** _____

Description of occurrence: _____

Any person who knowingly and with the intent to injure, defraud or deceive any insurance company files a statement of claim containing false, incomplete or misleading information is guilty of a felony.

Property Manager: _____

Owner's Signature: _____

PLEASE ANSWER

PLEASE ANSWER

INFORMATION SHEET

In order to keep our records up to date, the Association is requesting that you please supply or update your contact information. If you wish your phone numbers to be kept confidential, you need to indicate this below. Information that is public may be published on our website and/or the Jupiter Bay Owners Directory. Also, if you have an email address, please provide it so that we can use it to contact you and send newsletters electronically to save postage costs.

If you wish a phone number to be unlisted, please provide a checkmark where indicated.

Name: _____ **Unit #:** _____

Other Address: _____

Jupiter Bay Condo Phone Number: _____

Other Phone Numbers:

Out of Town # _____ Keep Private _____

Other FL # _____ Keep Private _____

Cell Phone # _____ Keep Private _____

Email Address: _____ Keep Private _____

JUPITER BAY CONDOMINIUM ASSOCIATION, INC.
SALES APPLICATION

Unit Owner: _____

Unit Number: _____

Realtor/Agent: _____

Telephone #: _____

**COPY OF FULLY EXECUTED SALES CONTRACT REQUIRED.
THIS APPLICATION MUST BE SUBMITTED 14 DAYS PRIOR TO OCCUPANCY.**

Applicant: _____

Spouse: _____

Current Address: _____
(Street)

(City) (State) (Zip Code) (Country)

Home Phone: _____ Business Phone: _____ Closing Date: _____

Applicant Occupation: _____ Copy of Drivers License: _____

List other persons who will reside in the Unit and their relationship to applicant:

Name: _____ Relationship: _____
Name: _____ Relationship: _____
Name: _____ Relationship: _____
Name: _____ Relationship: _____

Description of Vehicle(s) that will be on premises: Condominium rules prohibit trucks, boats, boat trailers, any trailers, mobile homes, vans, motorcycles, recreational vehicles or buses on condominium property.

Make	Model	License	State	Permit #
Make	Model	License	State	Permit #

I DECLARE THAT THE ABOVE INFORMATION IS TRUE AND CORRECT

Signature of Applicant

Date

Print Name

Signature of Licensed Agent/Owner

Date

Print Name

Date Application Rec'd



Jupiter Bay Condominium Association
Condominium Unit Alteration Approval Form

Request Submission:

Unit # _____

The undersigned requests permission to modify the condominium property and submits the following true and correct information in support of the request:

Respectfully submitted this _____ day of _____

Print Owner's Name

Signature of Owner

Owner's Phone Number

Signature of 2nd Owner

Type of Alteration:

- Installation/Replacement of Hurricane Shutters
Installation/Replacement of Screen Doors
Replacement of Patio Screens
Repainting of Porch/Balcony
Installation of Floor Covering (other than padded carpeting in areas except bathrooms, kitchens, foyers and porches).
Moving, reconfiguring or constructing Interior Wall
Other

Contractor Performing the Work:

Company Name: _____

Contractor Name: _____ Phone # _____

Florida License #: _____

Company Address: _____

City: _____

State: _____ Zip Code: _____

Town of Jupiter Permit #: _____

Estimated Cost: _____

Anticipated Work Start Date: _____

Note: Remodeling or repairs can only be done Monday thru Friday between the hours of 8:00 a.m. and 6:00 p.m. No work can be performed on Saturday or Sunday.

Condominium Unit Alteration Approval Form

Brief Description of Proposed Modification:

- You are required to attach a sketch or drawing of the proposed modification. You are also encouraged to submit any additional information supporting your case.
- If your request is for hurricane shutter installation, please note that all shutters must be white except for East patio shutters which must be bronze (black).
- If your request is for installation of a hard surface floor covering such as tile, wood, laminate, etc. (except for bathrooms, kitchens, foyers and porches), then a sound absorbing underlayment must be used.

Jupiter Bay Board Approvals:

This approval will be revoked immediately if a change is made in the contractor performing the work or if there is a departure from the approved plans or specifications.

In accepting this approval you assume responsibility for any damage resulting from the modification or alteration. You must restore the remaining condominium property to its original condition at the conclusion of the work authorized by this approval.

JUPITER BAY CONDOMINIUM ASSOCIATION, INC.
UNIT ASSIGNMENT OF RESPONSIBILITY



THIS FORM MUST BE COMPLETED IN FULL AND SUBMITTED TO:
JUPITER BAY CONDOMINIUM ASSOCIATION
275 PALM AVE APT D-105, JUPITER, FL 33477

TO BE COMPLETED BY OWNER:

Condominium Unit Number(s): _____

Unit Owner(s): _____

_____	_____	_____	_____
Owner Signature	Date	Owner Signature	Date
_____	_____	_____	_____
Print Name		Print Name	
_____	_____	_____	_____
Complete Mailing Address	City	State	Zip
_____	_____	_____	_____
Home Phone	Cell Phone	Email Address	

Assignment of the Following Property Management Responsibilities:

- Unit Rental
- Hurricane Preparedness
- Unit Access & Key Duplication
- Property Maintenance
- Emergency Contact
- Assessment Payments (Quarterly & Special)

Note that any item(s) not checked remain the full responsibility of the Unit owner.

Assigning to:

Company Name: _____ Effective Date: _____
 Agent Name: _____ Phone: _____ Email: _____
 Company Address: _____

The Unit Owner signature(s) above must be notarized for the form to be accepted.

State of: _____ County Of: _____
 On the ____ day of _____, 20____, before me, personally appeared
 _____, who is personally known to me or proved to me on the
 basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to this form.
 My Commission Expires: _____

 Notary Public

Date Form Received by JBCA: _____

TO BE COMPLETED BY AGENT:

Company Name: _____ Effective Date: _____
 Agent Name: _____ Phone: _____ Email: _____
 Company Address: _____
 24 hour Emergency Contact: _____
 Name & Phone #
 Signature/Authorized Signee & Title: _____