

**JUPITER HARBOUR CONDOMINIUM ASSOCIATION, INC.**  
**USE AND OCCUPANCY RESTRICTIONS & RULES**

1. Residential Use. The Property shall be used only for single-family residential housing. No unit may be divided or subdivided into a smaller Unit, nor shall any portion thereof be sold or otherwise transferred, without first properly amending this Declaration to show the resulting changes in the Units. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners and Occupants. No employees, contractors or agents of an Owner shall be allowed to use any of the recreational facilities which are part of the Common Property without the prior written consent of the Association.
  
2. Lawful Use; Nuisances. All valid laws, zoning ordinances and regulations of all government bodies having jurisdiction over the Property shall be observed by all Owners and Occupants. No nuisances shall be allowed upon the Property, nor any use or practice which annoys or interferes with the other Owners or Occupants. No loud or objectionable noises or odors which may disturb adjacent Units shall be permitted. All parts of the Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage to accumulate nor any fire hazard allowed to exist. No owner shall make or permit any use of his Condominium Unit which will increase the rate of insurance upon the Property. **ABSOLUTELY NO CHARCOAL GRILLS, PROPANE GAS GRILLS or GENERATORS** are to be used on any balconies at Jupiter Harbour, as it is a direct violation of FIRE CODE. CHARCOAL GRILLS are provided on the common ground of the Association.
  
3. [This Section intentionally omitted.]
  
4. Pets. No pets shall be allowed in the units or within the Condominium Property except as provided under an grandfather proposal approved by the Board of Directors. Where approved under aforesaid amendment, however, said pets shall not be a nuisance as prohibited in item 2, Disposal of litter shall be in sealed trash bags.
  
5. Regulations. Reasonable regulations concerning the use of the property may be made and amended from time to time by the Board of Directors, provided that they do not conflict with this Declaration. Copies of such regulations shall be furnished by the Association to all Owners and occupants upon request. By acceptance of title to or possession of their Units, all Owners and Occupants agree to abide by the regulations and Bylaws of the Association. The Board of Directors or its designated agent shall have the right, without breach of the peace, to enter any Unit after reasonable advance notice at any reasonable time to determine compliance with the Condominium Act, this Declaration, the Bylaws and the Regulations of the Association, as amended from time to time.

6. Signs. No signs, antennas or aerials shall be displayed from a Unit or on the Common Elements except those which have advance written approval from the Association.
7. Minimum Lease Terms. The minimum lease term for Units shall be three (3) months, subject to all of the provisions herein regarding approval of such leases.
8. Maximum Lease Term. The maximum lease term for Units shall be one (1) year. Nothing herein shall prohibit renewals of existing leases, provided, however, that any renewal shall be deemed a new lease, a new application for approval shall be filed with the Association, and each such renewal shall be subject to approval by the Association in accordance with the provisions of this Declaration.
9. Vehicles and Parking.
  - (a) Prohibited Vehicles or Items. THIS SECTION (a) CONTAINS PROHIBITED VEHICLES OR ITEMS ("PROHIBITED ITEMS"), WHICH ARE PROHIBITED AND SHALL NOT BE ENTITLED TO PARK ON THE PROPERTY AT ANY TIME. HOWEVER, IF AN ITEM IS LISTED IN SECTION (b) RIGHT BELOW, THEN IT IS ALLOWED NO MATTER WHAT IS STATED IN THIS SECTION (a) THE FOLLOWING ARE PROHIBITED ITEMS:
    - (i) Motorcycles, dirt bikes or other two-wheeled motorized vehicles, and motorcycle delivery wagons;
    - (ii) Mopeds and any motor or engine powered cycles or scooters;
    - (iii) C-J type Jeeps without a metal or hard plastic enclosed passenger compartment or other similarly designed vehicles;
    - (iv) Trucks:
      - 1) prohibited include, but are not limited to, any motor vehicle:
        - a) with dual wheels;
        - b) with more than two axles;
        - c) marketed as a truck by its manufacturer;
        - d) designed for or primarily used for cargo carrying purposes, or,
        - e) configured while at the Condominium with an exterior cargo bed, whether with a bed top or camper top or without; \_\_
      - 2) however, notwithstanding the above, a sports utility vehicle designated by the Board of Directors or a pick-up truck shall not be prohibited by this Section (a)(iv):
        - a) if the entire bed is covered with a properly fitted and properly designed cover installed flush with the top of the bed; and,
        - b) if the cargo carrying capacity certified by the manufacturer is one-half (1/2) ton or less;

- (v) Vehicles designed for agricultural use
- (vi) Dune buggies, swamp buggies and all terrain and off-road vehicles;
- (vii) Any trailer, other items designed to be transportable by vehicular towing or items attached to a vehicle for the purpose of towing;
- (viii) Boats and boat trailers with or without boats;
- (ix) Semis, tractors or tractor trailers;
- (x) Buses;
- (xi) Limousines;
- (xii) Travel trailers;
- (xiii) Commercial vehicles with an outward appearance of being used in connection with business, including but not limited to: the vehicle displays work supplies or equipment to view and/or is commercial or business signage, lettering, logo, slogan or advertizing, except for vehicle manufacture and dealer information.
  - 1) Actual use of the vehicle shall not be considered; only its outward appearance shall be considered.
  - 2) A vehicle with covers over exterior signage, lettering, logo, slogan or advertising is a prohibited commercial vehicle;
- (xiv) Vehicles which are not fully mechanically operable, which are unregistered or which are not currently licensed for use;
- (xv) Vehicles whose measurements exceed:
  - 1) Width, the lesser of:
    - a) side body to side body eight-six inches; or,
    - b) with accessories, ninety-five inches; or,
  - 2) Length which exceeds the length of the space the vehicle is parked;
- (xvi) Campers;
- (xvii) Recreational vehicles;
- (xviii) Mobile homes or mobile houses;
- (xix) Truck mounted campers attached or detached from the truck chassis;
- (xx) Motor homes or motor houses;
- (xxi) Motor vehicles not having any bodies whatsoever, or incomplete bodies;
- (xxii) Vehicles that have been:
  - 1) converted to a different type of motor vehicle by replacing the original body; or by modifying the exterior and/or interior of the vehicle; or,
  - 2) “jacked up” or otherwise modified to increase body height other than by placement accessories on the roof or installation of an antenna;
- (xxiii) Vehicles that have:
  - 1) noise or exhaust exceeding that of a well- maintained vehicle;
  - 2) visible broken or perforated parts or components;
  - 3) exterior rust greater than one inch in diameter;
  - 4) paint that is not uniformly and professionally applied without peeling, bubbling, deterioration or showing an undercoat;
- (xxiv) Deteriorating accessories including but not limited to peeling or bubbling window tinting and,
- (xxv) Vans, unless permitted by Section (b)(v) below.

- (b) Exceptions to Section (a) above. The following are NOT considered PROHIBITED ITEMS, and shall be entitled to park without the restrictions in Section (a) above, subject to other provisions in this Declaration, or in the Rules and Regulations of the ASSOCIATION not inconsistent with this Section:
- (i) Moving vans and enclosed cargo trailers shall be permitted to park, but not on the grass, for the purpose of loading and unloading. However, same shall not be parked during the hours of 9:00 p.m. to 6:00 a.m. nor from 6:00 p.m. Saturday to 6:00 a.m. Monday, without prior approval of the Board of Directors.
  - (ii) Vehicles, regardless of classification, necessary for the maintenance, care or protection of the Property, during regular business hours, and only for the time period during which the maintenance, care or protection is being provided.
  - (iii) Service and delivery vehicles, regardless of classification, during regular business hours and only for that period of time to render the service or delivery in question.
  - (iv) Vehicles mandated by any fair housing law to be allowed to be parked at the Condominium.
  - (v) A two-axle van which is not a commercial vehicle as defined above; which contains at least one row of seating beyond the first row; which seats a minimum of four persons; and which contains windows around the entire vehicle.
- (c) No motor vehicle, including moving vans, shall be parked at any time on the grass swales within the Condominium (except for the landscaping equipment at the direction of the Board of Directors). No vehicle shall be parked on the streets.
- (d) Except where safety dictates otherwise, horns shall not be used or blown while a vehicle is parked, standing in or driving through parking areas and/or streets. Racing engines and loud exhausts shall be prohibited. No vehicle shall be parked with motor running.
- (e) No repair (including changing of oil) of a vehicle shall be made within the Condominium except for minor repairs necessary to permit removal of a vehicle. Washing or waxing of a vehicle shall not be considered as repairs under this Section.
- (f) There will be times where vehicles must be removed from the parking areas to accommodate maintenance, repairs or replacement of the parking areas in the Condominium. Upon reasonable notice from the Association that the foregoing will occur, each Owner, resident, Guest and invitee shall remove his/her vehicle for the time period requested or the vehicle will be considered improperly parked in violation of this Section.

(g) Remedy of Towing. If an offending vehicle owner does not correct a violation of this Section, then the Association shall have the option and right to have the vehicle, item or boat towed away at the owner's expense unless otherwise prohibited by a valid law. This applies even though the property from which the vehicle is towed is owned by or dedicated to the County.

(h) Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have the vehicle, item or boat so towed, the Association shall nonetheless have the right to seek compliance with the Declaration by injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the Declaration, Articles of Incorporation and By-Laws. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section.

10. Bicycles. Bicycles shall be stored, kept or parked in accordance with the rules and regulations adopted by the Association from time to time.
11. Terraces. No terrace shall be permanently enclosed except with screening. The appearance of terraces shall not be altered in any manner whatsoever without the written consent of the Board of Directors of the Association and the Property Owners Association.
12. Floor Covering. In all Units, all rooms and hallways other than kitchens, bathrooms, foyers shall be carpeted with a reasonably good grade of carpeting and padding, except hard flooring without carpeting may be installed on adequate soundproofing material only with the prior written consent of the Board of Directors.
  - (a) The Board of Directors has the authority to adopt reasonable rules and regulations implementing this regulation.
  - (b) In addition to all other remedies contained in the Declaration and Bylaws any installation in violation of this subsection shall be subject to removal by the Association and the cost thereof shall be the responsibility of the violating Unit Owner.
13. Noise Abatement. No Noise shall be permitted to be transmitted from one Unit to another. In the event of the Board of Directors of the Association determines that any noise is being transmitted from one Unit to another Unit and that such noise is unreasonable, the Owner of such Unit shall, at his own expense, take such steps as shall be necessary to abate the noise to the satisfaction of the Board of Directors of the Association. In the event the Owner of the Unit fails to abate the noise, the Board of Directors shall take such steps as shall be necessary to abate. The Association shall be entitled to recover expenses incurred by the Association in the enforcement of noise abatement, including reasonable attorneys' fees.

14. Exterior. No changes shall be made to any portion of the exterior of the Building or to the Common Elements or which is visible from the exterior of an Unit, including without limitation the color of any exterior window, door, storm or hurricane shutter, glass or screen of a Unit or floor covering of any balcony or terrace, or screening of open balconies or terraces, except with the prior written consent of the Board of Directors and the Association and Property Owners Association. The Owner requesting Board approval shall submit an application with other supporting materials, including drawing(s) of the desired improvement, in the form(s) as the Board shall reasonably require.
15. Keys. The Owner of each Unit has a continuing duty to keep on file with the Association workable key(s) to allow the Association access to the Owner's Unit, Storage Unit and Utility Closet for the Association's lawful purposes.
16. Visitors & Guests. All visitors and guests shall register at the gate upon arrival and will be issued "Guest or Visitors" pass. PASS shall be displayed and be visible at all times while on the property, Guests to return said PASS when guests and visitors leave. VEHICLE bar codes for Owners are available through Jupiter Harbour Property Owners Association. For traffic ease, it is recommended that Owners or Lessees inform the guards when expecting visitors or guests. Additional guest restrictions are be found in the Declaration, page 24, Article XI, Section 10, entitled Transfer of Units, Guests.
17. Trash & Garbage. All boxes and/or cartons should be flattened first when taken to the trash room downstairs. No large or bulky objects shall be dumped in the trash chutes.
18. IN DEFERENCE TO THE FIRST FLOOR UNIT OWNERS. It is recommended that fat and grease not be thrown in kitchen sinks as that eventually blocks plumbing pipes going to the sewer lines which cause back-ups. These items should be disposed of in sealed bags or containers and placed in dumpsters.
19. Mangroves. Jupiter Harbour is located in an aquatic preserve area. Mangroves on our shoreline can only be trimmed with a specific permit. Anyone caught cutting any mangroves will be prosecuted to the full extent of the law.