

**Townhomes at Jupiter Harbour Homeowners
Association, Inc.**

RULES AND REGULATIONS

JULY 17, 2013

**ORIGINAL-BOOK 5212 PAGE 1583
AMENDED & RECORDED 10/11/11-BOOK 24787 PAGE 1863**

**AMENDED AND ADOPTED:
5-18-04, 6-21-05, 4-14-06,
9-8-10, 5-11-11, 8-10-11, 12-14-11,
07-17-2013**

PASSAGEWAYS

1. The sidewalks, entrances, passages and vestibules must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Units.

SIGNS

2. No sign, advertisement, banner, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Unit Owner on any part of the outside or inside of any Unit without the prior written consent of the Association. All such signage shall satisfy and conform to the Architectural Criteria for Jupiter Harbour.

WINDOW AND DOOR TREATMENT

3. No awnings or other projections shall be attached to the outside walls of the Units without the prior written consent of the Association pursuant to the Association's design and Architectural Criteria for Jupiter Harbour.

WHEELED VEHICLES

4. No baby carriages or bicycles shall be allowed to stand in the Common Areas of The Properties except that bicycles may be parked in that portion of the Common Areas hidden from public view as designated by the Association.

The use of any driveway or parking area by, motor homes, motorcycles or commercial vehicles is prohibited. The term "commercial vehicle" shall include but not be limited to, all trucks, vans, boat trailers, four-wheel drive vehicles, (exclusive of station wagons and passenger cars) or any other motor vehicle which the Board of Directors, in its sole discretion, determines to exclude from use on The Properties, notwithstanding any classification or definition of a particular vehicle by the State of Florida Department of Motor Vehicles. No motor Vehicle of any kind may be disassembled, serviced or repaired on the Common Areas or the Lots.

CHILDREN

5. Visiting children under the age of ten (10) playing in common recreational areas shall be accompanied at all times by an adult. Children of all ages shall be permitted to reside at any and all times in any part of The Properties.

ASSOCIATION EMPLOYEES

6. No servants or employees of the Association shall be sent off the premises

by any Unit Owner at any time for any purpose.

TRASH IN PUBLIC AREAS

7. No Unit Owner shall allow anything whatsoever to fall from the windows or doors of the Units, nor shall any Unit Owner sweep or throw from Units any dirt or other substance onto any of the grounds or Common Areas.

REFUSE CONTAINERS, ETC., IN PUBLIC AREAS

8. No garbage cans, supplies, milk bottles or other articles shall be placed outside the Units, except for trash containers which shall be placed at curbside for pick-up no earlier than 6:00 PM of the day before the scheduled pick-up, nor shall anything be hung from the window or balconies or placed upon the window sills. Neither shall any linens, cloths, clothing, rugs, or mops be shaken or hung from any of the windows nor doors or any other area inside or outside of a Unit exposed to the view of any other Unit, street or lake.

NUISANCES

9. No Unit Owner shall make or permit any disturbing noises in the Units or Common Areas by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the right, comforts or conveniences of other Unit owners. No Unit owners shall play upon or allow to be played upon any musical instrument or radio in the Units or outside the Units between the hours of eleven o'clock p.m. and the following eight o'clock a.m., if the same shall disturb or annoy the occupants or residents of other Units.

SATELLITE DISH / ANTENNAS

10. No external radio or telephone antenna or satellite dish installation shall be made on The Properties except that each Unit may be hooked-up to a master cable television system used throughout The Properties. Any aerial erected on a roof or exterior walls of the Units or any satellite dish installed on The Properties without the consent of the Association in writing is liable to removal without notice.

LEASES

11. All leases of a Unit shall be for a period of three (3) months or more. No Unit Owner shall lease his Unit more than three (3) times per year.

RESIDENTIAL USE

12. All Units shall be used, improved and devoted exclusively for residential use and not for any trade, professional business, professional

office, charitable, religious, manufacturing or commercial purposes. Nothing herein shall be deemed to prevent the Owner from leasing a Unit, subject to all of the provisions of the Declaration provided, however, that the term of any such lease shall not be shorter than three (3) months. In this regard, the ground floor garage space of any Unit shall not be used as a living area for the residents of such Unit. Each Unit is designed and intended for use and occupancy as a residence by a single family. Nothing herein contained shall prevent or restrict the construction and maintenance of recreational facilities, including without limitation, swimming pools and other accessory facilities, upon the Common Areas.

ZONING

13. Uses which do not conform to Palm Beach County and/or Town of Jupiter zoning ordinances will not be permitted upon the Common Areas. Any portion of the plat or plats of The Properties containing open spaces may not be vacated in whole or in part unless the entire plat is vacated.

TEMPORARY STRUCTURES

14. No tents, trailers, vans, shacks, satellite dishes, tanks, **basketball hoops**, permanent or temporary or accessory building or structures shall be erected or permitted to remain on the Common Areas or on The Properties. However, the foregoing shall not restrict or prevent the construction and maintenance of temporary structures and facilities as are essential or appropriate to the development, construction and improvement of The Properties and to the sale of Units, provided that the same are in compliance with appropriate governmental requirements applicable thereto.

BURIAL OF PIPE AND TANKS

15. No water pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on the Common Areas above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

DRAINAGE

16. No changes in elevations of property subject to these restrictions shall be made which will cause undue hardship to adjoining property.

UNDERGROUND WIRES

17. No lines or wires for communication or the transmission of current shall be constructed, placed or permitted to be placed within the Common Areas unless the same shall be protected cables; any of said lines or wires which are not located in buildings shall, be constructed or placed and maintained underground.

ANIMALS

18. No livestock or poultry of any kind shall be raised, bred, or kept on

The Properties except normal domestic household pets, in accordance with the Roles and Regulations of the Association. Only normal domestic household pets may be kept in the Units as pets for the pleasure and use of the owners, provided they are not kept, bred, or maintained for any commercial use or purpose, and provided that they do not become a nuisance or annoyance to any other Owner or other Units. All animals must be kept on a leash when they are outside the owner's Unit.

Certain species of dogs are not permitted to be harbored within the community at any time whether by owners, guest, invitees, or contractors nor may they be walked upon the common elements by persons known or unknown. The species are Pit Bulls Terrier, Rottweiler, and Doberman Pinscher or any animal whose primary blood line is of the species named herein. The species list may be changed from time to time by affirmative vote of the Board of Directors at any proper meeting of the Board.

No dogs or other pets shall be permitted to have excretions on The Properties except in locations which may be designated by the Board of Directors in its sole discretion and it shall be the sole responsibility of the respective Owner to clean up after any excretions by the owner's pet. A determination by the Board of Directors that an animal or pet maintained or kept in a Unit creates a nuisance shall be conclusive and binding upon all parties.

HURRICANE SEASON

19. Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by (1) removing all furniture, plants and other objects from his terrace or porch prior to his departure; and (2) designating a responsible firm or individual to care for his Unit, should the Unit suffer hurricane damage, and furnishing the Association with the name of said firm or individual. Such firm or individual shall contact the Board for clearance to install or remove hurricane shutters. Absentee or seasonal owners may close hurricane shutters from June 1 through November 30 (hurricane season). Owners who wish to close their shutters prior to June 1st, upon application in writing to the HOA Board of Directors, must request permission with a specific date of their departure (or the departure of their tenant if applicable). The permission, if granted, shall be strictly enforced.

LAKE AND INTRACOASTAL RESTRICTIONS

20. No Unit Owner shall draw or make any use of the water from the Intracoastal Waterway, lakes or other waterways in Jupiter Harbour without the express written permission of the Association.

OWNER AND LESSEE OBLIGATIONS

21. All Owners and lessees of Units in The Properties shall abide by the Declaration for Townhomes at Jupiter Harbour, the Articles of Incorporation and the By-Laws of the Association and all Rules and Regulations as they

are adopted from time to time by the Board of Directors. The owners shall, at all times, obey the Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision.

APPLIANCES AND ELECTRICAL EQUIPMENT

22. All appliances and electrical equipment of any and every kind, however powered, which are installed or used within a Unit within The Properties shall comply with all rules, requirements, regulations and recommendations of all public authorities and Boards of Fire Underwriters having jurisdiction thereon.

PROMULGATION OF PARKING AND TRAFFIC REGULATIONS

23. The Association shall from time to time, promulgate parking regulations and traffic regulations that shall be posted conspicuously.

ASSOCIATION EMPLOYEE RESPONSIBILITY

24. No employee of the Association shall be requested or required by any Unit Owner to perform any personal services for any Unit owner not in the line of duties prescribed for such employee by the Association. This shall also apply to any and all employees of any management company employed by the Association.

OWNER ACCOUNTABILITY

25. Each Unit owner shall be held accountable for any violation of these Rules and Regulations, all of the provisions of the Declaration of Covenants and Restrictions for Townhomes at Jupiter Harbour and all Exhibits thereto by the family members of the Unit Owner, his guests, tenants, agents, invitees or employees.

CONTRACTOR WORKING HOURS

26. Normal contractors working hours are from 7:00 AM to 6:00 PM Monday through Saturday. All contractors, contractor vehicles, moving vans and repair services must be off the premises by 6:00 PM. Only emergency service is to be performed on Sunday or after 6:00 PM. Emergency requests must be cleared through the property manager. Only two (2) contractor vehicles are allowed "on street parking" at any one time per jobsite.

OVERNIGHT PARKING

27. Streets must be cleared of all vehicles by 11:00 PM. No RV's, pick-up trucks, vans, boats, trailers or motorcycles are permitted anywhere outside overnight between the hours of 11:00 PM and 6:00 AM. Motorcycles cannot

be driven within the community at anytime. A vehicle is not deemed to be a truck or van if it meets all of the following criteria: has permanent enclosed seating for a least five (5) persons, windows on both sides to the rear of the drive and right front passenger seat, and does not exceed the manufacturers standard length, height and width of a custom conversion van. A pickup truck or similar vehicle having any size flat bed, whether covered or not, or a van not meeting the requirements set forth above, is deemed to be a truck for the purpose of this rule.

GUEST, POOL AND MARINA PARKING

28A. Guest & Pool Parking Spaces. Overflow for guest parking is located across the street from Townhome # 643. A resident, who is an Owner or Tenant occupying a Unit, is NOT allowed to park in the HOA guest parking areas. Pool parking is for a Resident that travels by car to the pool during the day and Guest parking from dusk to dawn. Due to limited HOA guest parking spaces, guest parking is limited to a maximum of 45 days in a calendar year. **Overnight parking between the hours of 11:00 PM to 6:00AM is not permitted for RV's, trucks or vans (the definition for trucks and vans is in section B below).**

28B. Marina Parking Spaces. Except with regard to Townhomes at Jupiter Harbour HOA, Inc. owners who are also members of the Jupiter Harbour Marina Owners Association, Inc., the twenty (20) parking spaces located on the West side of Townhome units #801-817 are restricted parking spaces for the exclusive use of the members of the Jupiter Harbour Marina Owners Association, Inc.

Townhomes at Jupiter Harbour HOA, Inc. owners, guests, invitees, tenants, and contractors are prohibited from parking in the twenty (20) marina parking spaces unless 1) the person parking in the marina parking spaces is a member of the Harbour Marina Owners Association, Inc. and is in compliance with the HOA and Marina rules and regulations 2) the person parking in the marina parking spaces is issued a Special Marina Parking Permit and is in compliance with the HOA and Marina rules and regulations.

Boats, trailers, HOA contractors, HOA moving vans, and HOA repair service vehicles are prohibited from parking in the twenty (20) marina parking spaces at all times. Marina owner's contractor's vehicles, moving vans and repair service vehicles must be off the premises by 6:00P.M. Normal contractor working hours are from 7:00 AM to 6:00PM Monday through Saturday. **Overnight parking between the hours of 11:00 PM and 6:00 AM is NOT permitted for RVs, trucks or vans.**

The following are prohibited from parking in the 20 marina parking spaces at all times: Boats, trailers, and motorcycles. (A vehicle is not deemed to be a truck or van if it meets all of the following criteria: has permanent enclosed seating for at least five(5) persons, windows on both sides to the rear of the drive and right front passenger seat, and does not exceed the manufacturers standard length, height and width of a custom conversion van. A pickup truck or similar vehicle having any size flat bed, whether covered or not, or a van not meeting the requirements set forth above, is

deemed to be a truck for the purpose of this rule.)

28C. Enforcement. In addition to all other remedies including towing, the association may impose a fine upon an Owner for failure of an Owner, his family, guests, invitees, tenants, or employees to comply with the governing documents. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes, as amended from time to time, an offending vehicle owner does not remove the prohibited or improperly parked vehicle from the guest, pool or marina parking spaces, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. In the event that the vehicle owner fails to pay such costs upon demand, the Association shall have the right to levy a special assessment for the costs against the Unit and Owner in question, that is, the Unit Owners for himself/herself as the owner of the vehicle or for his/her family, lessees, guests, employees, visitors, etc. as owner(s) of the vehicle.

GARAGE LIGHTING

29. Front garage lights are the only street lighting and the use of colored bulbs is prohibited. One 75 watt light on each garage front is to remain in the "ON" position from dusk to dawn. Unit owners are responsible for the safe operation of these lights. The Association will replace light bulbs only and will not be responsible for fixtures, wiring or controlling devices. When replacing exterior lights visible from the street, the approved Community Standard (Vista by Acclaim Lighting) is required. Product information, pricing and ordering information is available on www.bristolmanagement.com.

TENANT REFUNDABLE DAMAGE DEPOSIT

30. A refundable deposit of \$250 shall be required from each lessee prior to possession of the property. The monies will be held by the Association and may be used in part as warranted to recover expenses to repair any damages caused by the lessee, his family, guests, invitees, contractors, tradesmen and the like visiting or employed by lessee. Monies may also be taken to pay any fines properly levied upon lessee or the persons noted above. All monies will be refunded at the end of the lease in a check mailed to the lessee's new address, net of any deductions (as described above), and upon receipt of written request to issue the refund.

CERTIFICATE OF APPROVAL

31. Any person occupying a Townhome property in the absence of the unit owner for a period of 30 (thirty) days or more whether consecutive or not in any twelve month period, shall be deemed a tenant of the owner and shall be subject to all provisions of the governing documents and Rules and Regulations. Included in this provision is a requirement to submit a completed application form, along with fees and submit to a personal interview. A Tenant's Refundable Damage Deposit is required.

Speed Limit 15MPH

32. The community-wide speed limit is 15mph. Action will be taken against those who continuously abuse the traffic regulations posted throughout the community.

Exterior Additions, Alterations or Improvements to Units

33A. HOA Declaration - Definitions - section 1.10 - "Jupiter Harbour Architectural Review Board" - A permanent committee of the Jupiter Harbour Property Owners Association, Inc., created for the purpose of enforcing the architectural criteria established for the construction of Improvements within JUPITER HARBOUR, including The Properties.

33B. Jupiter Harbour Property Owners Association's Declaration - Section 2.G. Architectural Review. No improvement, including without limitation any paved area, fence, wall, landscaping, building, tank, sign, change in the surface contours or elevation of the land, or any other structure or thing, shall be placed or maintained within Jupiter Harbour, nor shall any exterior addition, change (including change in exterior colors), or alteration be made to existing improvements therein, until detailed plans and specifications prepared by a duly licensed architect, engineer, landscape architect or other similarly qualified professional are submitted to and approved by the Jupiter Harbour Property Owners Association's Board of Directors and/or any Architectural Review Board ("ARB") appointed by the Jupiter Harbour Property Owners Association' Board of Directors as to harmony of external design and colors, compliance with the terms of the Jupiter Harbour Property Owners Association's Declaration, and location in relation to surrounding structures and topography. The Jupiter Harbour Property Owners Association's Board of Directors and/or Architectural Review Board ("ARB") shall have the absolute right to refuse approval of any plans which in its opinion are not suitable or desirable, or which do not comply with the Jupiter Harbour Property Owners Association's Restated Declaration. Upon approval of such plans, the work shall begin and shall be prosecuted diligently and continuously until the full completion thereof in accordance with the approved plans, with only modifications as the Jupiter Harbour Property Owners Association's Board of Directors and / or any Architectural Review Board ("ARB") may approve in writing.

33C. HOA Declaration - Section 16.1 - Architectural Review and Approval requirement: No structure, landscaping or improvement, including without limitation Units, building, fences, walls, swimming pools, aerials, antennae, satellite dishes, bulkheads, sewers, tennis courts, drains, disposal systems, signage, rock gardens or other structures shall be commenced, erected, placed or maintained upon any Lot or The Properties nor shall any additional to or change or alteration therein be made until the plans, specifications, site plans and location of the same shall have been submitted to and approved in writing, as to harmony of external design, elevation, landscaping, height, floor plan, location in relation to surround structure, topography, and any and all other material features,

by JUPITER HARBOUR ARCHITECTURAL REVIEW BOARD ("ARB") in compliance with Architectural Criteria for JUPITER HARBOUR established by the Jupiter Harbour Property Owner Association's Board of Directors and/or Jupiter Harbour Architectural Review Board ("ARB"), which approval or disapproval shall be dispositive and final.

33D. Architectural Review and ARB Approval Process:

1. Request ARB Application from the HOA Property Manager.
2. Complete and return to the HOA Property Manager, who will forward it to the POA Manager for Jupiter Harbour POA ARB review and approval.
3. Final approval of all ARB requests will be made by the Jupiter Harbour POA Board of Directors at a scheduled Board meeting or an ARB meeting which will be noticed and open to all members.
4. No work may start without prior Jupiter Harbour POA Board Approval.
5. HOA rule #34 - Construction Dumpsters - pertain to all projects whether an ARB Approval is required or not.

Construction Dumpsters

34. Construction dumpsters are limited to a total of 60 days per jobsites. Dumpsters must not sit empty for more than 2 weeks per jobsite. Dumpsters must be covered to prevent trash and debris from blowing throughout the neighborhood.

Realtor Open House

35. Realtor open houses are not permitted for Townhomes at Jupiter Harbour Homeowners Association properties.

Boardwalk

36. No skateboards, bicycles, roller blades or scooter use is allowed within the pool area or boardwalk.

THE FOREGOING WAS DULY ADOPTED AS THE RULES AND REGULATIONS OF TOWNHOMES AT JUPITER HARBOUR HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION, NOT FOR PROFIT AT A MEETING OF THE BOARD OF DIRECTORS.

TOWNHOMES AT JUPITER HARBOUR HOMEOWNERS ASSOCIATION, INC.

TOWNHOME AT JUPITER HARBOUR
POOL RULES and REGULATIONS

Pool may be used by Townhome residents and their guests.

Pool hours are from dawn to dusk.

No life guard on premises. Bathing Load: 20

No Diving.

Swim at your own risk.

No food, gum or glass containers permitted in pool area. No drinks permitted

Children under the age of 14 years must be accompanied by an adult.

Children who are not toilet trained or who wear diapers are not allowed in the pool. Exception, swim diapers or rubber swim diapers.

No bicycles, skateboards or roller skates are permitted in the pool area.

All radios in the pool area shall be muted for consideration to others.

All persons must shower before entering the pool at all times.

Reserving of lounges is not permitted.

No pets or animals are permitted in the pool or in the pool area.

No cut-offs or jeans may be worn in the pool.

For Emergency Dial 911