

**RULES AND REGULATIONS  
FOR  
JUPITER BAY CONDOMINIUM ASSOCIATION**

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## INTRODUCTION

It is the purpose of the Association to maintain a 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 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. s are responsible for compliance of their guests, invitees and tenants.

## 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 if 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 their building's storage room(s). 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. No owner may subdivide storage rooms nor construct any cage or partition which gives them exclusive use of a specific part of a storage room.

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. Loud noises will not be tolerated.

8. Skating on Property: Skating, rollerblading 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, 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 and 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. The association has also banned smoking at the east and west pool areas. Except for these prohibitions, smoking is permitted outdoors in common areas and limited common areas (e.g., balconies) if 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, 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, after two warnings. If the violation is not resolved by 4 p.m. of the business day following the second warning, the vehicle will be towed at the owner's expense. Authorized vehicles are defined as properly registered vehicles belonging to an owner, family member living with an owner, guest of an owner or a tenant. Tenant and guest parking permits are issued for a specific date range, and permits have no expiration date. Owner placards can be requested. This placard is for the **sole** use of the owner and is not to be given to guests or tenants. The placard will be displayed by hanging it from the rear view mirror. If an owner violates the use of the placard, the placard will be permanently revoked or a fine levied for the improper use. Owners and owner's guests can receive a parking pass without completing a Guest/ Lease Registration Form. They provide the required information with a copy of their driver's license and vehicle details to have a parking pass given to the owner's rental agent or in the pick-up box outside the Management Office.

To issue a parking permit for tenants, the association must receive a completed Lease Registration Form, a lease agreement and a copy of the tenant's driver's license. The registration form must include the condo unit owner's name and unit number, tenant's name and phone number as well as a list of names and relationships of other occupants. The completed Lease Registration Form must be submitted to the management office. Parking permits can be produced upon arrival or in advance. Once the management office has the necessary information, they will issue the parking permit, which can be picked up at the office,

placed in a pick-up box outside the office on the front door or given to the owner or their leasing agent. In situations where the vehicle registration information is not known in advance, because the guest or tenant is picking up a rental car, the office will issue a partially completed parking permit, requiring the agent or guest to add the vehicle registration information. In this case the rental agent or guest would be required to email or deliver a copy of the completed parking permit to the association's management office within one business day.

To ensure all vehicles parking overnight on association property have a valid parking permit, weekend walk-ins can receive, from their owner/rental agent, a temporary "Weekend Pass Placard", which will be given to the owner's or their agent that need them for weekend check-ins. The placard will be the responsibility of the unit owner. On the first business day following their arrival, (A business day is defined as a day in which the association office is open). For all weekend parking passes issued, owner's or their rental agent, must provide the association a complete, valid, parking packet.

No person shall be permitted to park any boats, boat trailers, other trailers, mobile homes, cargo vans, motorcycles, recreational vehicles or buses on condominium property at any time. 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 association, and/or its agents, in the normal course of business. Parking of prohibited trucks, prohibited pickups, cargo vans or other commercial vehicles, including vehicles with signage, 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 such vehicles on condominium property is prohibited. (Also, please see page 12 #32.) Any vehicle found to be in violation of Declaration 10.4 is subject to towing or possible booting after two warnings.

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 with the owner's permission. Proof of vaccination and a picture of all dogs is required when submitting the Guest/Lease Registration Form. 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 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 (See Rule #24). Guests in residence with the owner or immediate family members of the owner should, upon arrival, obtain a parking permit from the owner's rental agent or 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 /Rental Restrictions in Jupiter Bay (Other than Building "C" West): Pursuant to Jupiter Bay's Rental Policy Rule 10.1, Owners other than in Building "C" West are permitted to lease their units for less than 30 days without the Association's approval. A valid parking packet is to be submitted to the management office, along with a copy of the tenant's lease and a completed Association's Lease Registration Form. If the owner fails to register their tenants with the association's management office, as per these rules, the owner will be subject to fines as outlined in paragraph 47.



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 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 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.

31. 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. 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. Work in this context is defined as permitted construction work performed by a contracted service provider or any other work that violates the Noise Control Rule (#3). Emergency evening and weekend repairs (e.g., leaky hot water heater) are exempt from this rule.

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.

32. Unit Maintenance & Repair: Each unit owner is responsible for the maintenance and repair of their unit. 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.

33. 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.

34. 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.

35. 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 an unauthorized contractor or individual is loitering, performing work, or using our facilities are encouraged to report this to the association manager. 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.

36. 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.

37. 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.

38. 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 the 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, with the exception of service animals
- f) No food or drink is permitted in the pool or on the pool deck area within 4 feet of the pool curb. Smoking is prohibited in the pool area.
- g) No glass containers are permitted within the pool area.
- h) No diving or horseplay is permitted.
- i) No toys, balls, rafts, 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.

39. 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.

40. 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 treat each individual condominium unit regularly and periodically. Treatment inside the units is for ants, roaches, palmetto bugs, silverfish, rodents, and other common household pests.

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.

41. Community Barbeque Grill: The following Rules Govern Use of the Barbeque Grill located in the East and West Pool areas.

- 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 if 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.
- 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.

42. Owner Directory: As provided for in FL Law, the Association will maintain, and periodically publish and distribute, an owners' directory containing the names, addresses and telephone numbers of each condominium owner. The law 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.

43. Website: The purpose of the Jupiter Bay Condominium Association website ([www.JupiterBayCondoAssoc.com](http://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.

44. 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.

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

#### COMPLIANCE AND ENFORCEMENT

46. Rule Compliance: Every owner and occupant shall comply with these rules and regulations as set forth herein, 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.

47. 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 based on 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, 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.

48. Forms (see attached)

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

Unit Owner(s): \_\_\_\_\_ Unit Number: \_\_\_\_\_

Please read carefully, complete in full and include all documentation requested.

Guest/Tenant: \_\_\_\_\_

(First Name)

(Last Name)

Arrival Date: \_\_\_\_\_ Departure Date: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Spouse Name: \_\_\_\_\_

If Guest, Relationship to Owner: \_\_\_\_\_

**List All 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. **A copy of a government issued picture identification is required for the Primary Lessee. A copy of Identification should be provided for each additional adult (18 years of age or older) occupying the unit.**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

**Description of Vehicle(s) which will be on Premises:** Condominium rules prohibit certain pickup trucks. No boats, trailers, mobile homes, panel vans, motorcycles, recreational vehicles or buses are permitted on association property. **Parking permits are required to park on property.**

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

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Make	Model	Tag	State	Permit #
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Make	Model	Tag	State	Permit #
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Many owners Do Not Allow pets in their units. Please check with the owner/agent to make sure a pet is allowed. A copy of the most recent vaccination information from your Veterinarian is required for all pets. A photograph is required for all Dogs. This applies to Service Dogs as well. **Note: Condominium rules do not allow pets over twenty (20) pounds.**

#Pets: \_\_\_\_\_ Type: \_\_\_\_\_ Pounds: \_\_\_\_\_

**Check List: Please make sure all information is included. Incomplete applications will not be accepted.**

Copy of Lease: \_\_\_\_\_

Copy of Identification: \_\_\_\_\_

Information for Any Vehicle(s) on Property: \_\_\_\_\_

Copy of Pet Vaccination(s) from Veterinarian: \_\_\_\_\_

**I DECLARE THAT THE INFORMATION SUPPLIED IS TRUE AND CORRECT. I FURTHER ACKNOWLEDGE THAT I HAVE RECEIVED AND READ THE RULES AND REGULATIONS FOR JUPITER BAY CONDOMINIUM ASSOCIATION, INC. I AFFIRM THAT I WILL ABIDE BY THE RULES OF THE ASSOCIATION.**

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Tenant/Guest Signature	Date
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**Jupiter Bay Condominium Association  
Condominium Unit Alteration Approval Form**

**Instructions for Form Completion & Required Supporting Documents**

**Section 1. Owner Information** – Only the Unit Owner and no other party is permitted to complete the Unit Alteration Request Form. The Unit Owner is responsible to complete the form to ensure all sections of the form contain correct information and all required elements of documentation are met. The Unit Owner then submits the Unit Alteration Approval Form to the Jupiter Bay Association Office for processing. Once the Property Manager and office staff confirms all information and supporting documentation is present, the form will be sent to a Board Member for a signature designating approval.

**Section 2. Type of Alteration Request** – Please designate by checking the appropriate checkbox as to the type of alteration being requested. For any type of alteration request that is not listed, please use the “Other” checkbox to write in a brief description of your request. On page 3 under Section 5, please use this designated section to provide additional descriptive detail of your proposed modifications.

**Section 3. Contractor/Vendor Performing the Work** – The Unit Owner is responsible to obtain this information from their contractor or vendor who will be performing the work and fill in the designated sections, including Company name, address, phone number, Town of Jupiter Tax ID number, (or a Tax ID number issued from other than the town of Jupiter). Per the Tax Department of the Town of Jupiter anyone doing work and receiving compensation, must have a valid Tax ID #. License and permit numbers, if applicable, must be provided based on the scope of work requested for approval.

**Section 4. Insurance Coverage** – All contractors/vendors performing unit repairs, renovations, or remodeling work on the premises of Jupiter Bay, a multi-unit condominium complex, must provide evidence of the following Insurance Coverage: Certificate of Current General Liability Insurance Coverage.

**Section 5. Provide a Brief Description of Proposed Modification** – Please use this designated section to provide additional descriptive detail of your proposed modifications. You are required to attach a sketch or a drawing of the proposed modification also. Please include the estimated cost of the work that is proposed.

**Section 6. Anticipated Work Start Date** – Please indicate the date that is anticipated for the work to start. **Please Note:** No work can be started prior to Board Member Approval, whose signature confirms that the Association Office has received and reviewed the Unit Alteration Request Form. 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 Saturdays or Sundays.

**Jupiter Bay Condominium Association  
Condominium Unit Alteration Approval Form**

**1. Owner Information:**

Unit # \_\_\_\_\_

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

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Owner's Name (Printed)

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Owner's Phone Number

\_\_\_\_\_  
Signature of 2<sup>nd</sup> Owner

**2. Type of Alteration Request:**

- Installation/Replacement of Hurricane Shutters (All shutters must be white except for East patio shutters which must be bronze/black).
- Installation/Replacement of Screen Doors
- Replacement of Patio Screens
- Repainting of Porch/Balcony
- Installation of Hard Surface Floor Coverings (other than padded carpeting)
- Moving, Reconfiguring or Constructing Interior Wall(s)
- Other: \_\_\_\_\_  
(Please describe)

**3. Contractor/Vendor Performing the Work:**

Company Name: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

State of Florida License #: \_\_\_\_\_  
(If applicable)

Town of Jupiter Permit #: \_\_\_\_\_  
(If applicable)

**4. Insurance Coverage:** All contractors/vendors performing unit repairs, renovations, or remodeling work on the premises of Jupiter Bay, a multi-unit condominium complex, must provide evidence of the following Insurance Coverage:

- Certificate of Current General Liability Insurance Coverage

**Jupiter Bay Condominium Association  
Condominium Unit Alteration Approval Form**

**5. Provide 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.

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**6. Anticipated Work Start Date\*:** \_\_\_\_\_

\* Please Note: No work can be started prior to Board Member Approval whose signature confirms that the Association Office has received and reviewed the Unit Alteration Request Form ensuring it has been correctly filled out and submitted with all required elements of documentation met. 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 Saturdays or Sundays.

**Jupiter Bay Board Member Approval:**

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

In accepting this approval, you assume responsibility for any damages 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.