

**SCHEDULE "A" TO BY-LAWS
RULES AND REGULATIONS
FOR
JUPITER BAY CONDOMINIUM ASSOCIATION**

TABLE OF CONTENTS

	<u>Page</u>		<u>Page</u>
INTRODUCTION	2		
DEFINITIONS	2		
RULES & REGULATIONS	3		
1. Entrances & Exits	3	28. Unit Sales & Management	11
2. Storage	4	29. Leasing of Units (General)	12
3. Noise Control	4	30. Leasing of Units (Other than "C" West)	12
4. Signs & Notices	4	31. Sale or Lease of Building "C" West	12
5. Unit Owner Keys	4	32. Unit Property Insurance	13
6. Hurricane Preparation	5	33. Alterations by Unit Owner	14
7. Supervision of Children	5	34. Unit Maintenance & Repair	15
8. Skating on Property	5	35. Building Restoration	15
9. Windows & Window Coverings	5	36. Hurricane Shutters	15
10. Unit Floor Coverings	5	37. Electric Vehicle Charging	16
11. Unit External Appearance	5	38. Owner Delinquencies	16
12. Sewerage Lines	6	39. Security	17
13. Falling Objects	6	40. Association Employee Tasks	17
14. Elec. Transmitters & Receivers	6	41. Inspection of Records	17
15. Deliveries	6	42. Owner Inquiries	18
16. Trash & Recyclables	6	43. Recording & Speaking at Meetings	18
17. Dress Code	7	44. Committees	19
18. Restricted Access	7	45. Financial Policy	19
19. Solicitation	7	46. Landscaping and Property Grounds	19
20. Unpleasant Odors	7	47. Swimming Pools	19
21. Smoke & Dust	7	48. Tennis & Bocce Ball Courts	20
22. Patio Grills	8	49. Pest Control	20
23. Flammable Liquids	8	50. Community Barbeque Grill	21
24. Parking Permits	8	51. Owner Directory	22
25. Vehicle Restrictions	9	52. Website	22
26. Pets	10	53. Wildlife	22
27. Unit Occupancy	11	54. Waterbeds	22
COMPLIANCE & ENFORCEMENT	22		
55. Rule Compliance	22	57. Fines, Penalties & Suspension	23
56. No Waiver of Rights	22		
FORMS	23		
Guest/Lease Registration Form	24	Unit Transfer of Responsibility	29
Insurance Claim Form	26	Records Access Request	30
Owner Information Sheet	27	Unit Alteration Approval Form	32
Sales Application	28		

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 Condominium Association's Property Manager, 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 #55 through #57 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 Fining 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) "Guest" as used in these rules and regulations is a person or persons who are visiting or staying with a Unit Owner: 1) in the Owner's Unit while the Owner is occupying the Unit; or 2) in the Owner's Unit while the Owner is in residence and occupying its/her/his other Unit owned by Owner if the Owner owns one or more Units; or 3) occupying the unit if the Owner is absent as a Guest without any payment or consideration. A Guest is a person whose hospitality is extended by the Owner and there is no exchange of monies or other consideration paid to the Owner by the Guest to stay in the Unit. Any such stay requires a start and end date not to exceed thirty consecutive days per stay.
- l) "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.
- m) "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.
- n) "Special assessment" means any assessment levied against a unit owner other than the quarterly assessment required by a budget adopted annually.
- o) "Unit" means a part of the condominium property which is subject to exclusive ownership.
- p) "Unit Owner", "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 their building's storage room(s). Storage rooms are for the 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 departing 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 on conspicuously placed bulletin boards at each building of the Association. Open house signs may only be posted at entrances one hour prior to the open house and removed immediately once the open house is over.

5. Unit Owner Keys: For pest control and emergency access, the Association must retain a passkey 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, 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, rollerblading, or scooters 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, vinyl, or laminated flooring is prohibited. In any event, Unit Owners shall have the duty of causing there to be placed underneath such covering, between the 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. The Association's minimum soundproofing requirements are an IIC rating of 50 or greater.

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 or stucco. Tile may be used only on first floor patios. 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 windowsills. 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).

No external light fixtures, electrical outlets/receptacles, hose bibbs, cameras or other fixtures or devices may be attached to the exterior wall of a unit except those installed by the Association or approved by the Board. Unit Owner installed cameras inside a unit which provide viewing or recording of areas outside the unit may cause legal issues.

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. In addition, an association may not refuse the request of a Unit Owner for a reasonable accommodation for the attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep.

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, baby wipes, other disposable wipes, 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 internet service and basic cable television, and this is the only authorized internet and 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 damage to any common area, including buildings, walkways, stairways, and elevators caused by receiving deliveries, or moving or

removing furniture or other articles, to or from the building. This includes damage to lawns, shrubs, and irrigation. Violators are responsible for reimbursing the association for repairs.

16. Trash & Recyclables: All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage is allowed to accumulate, nor is any fire hazard allowed to exist. 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 should be placed in the trash room dumpsters on the ground floor, and not thrown down the garbage chutes. Bottles, cans, newspapers, magazines, cardboard, and other recyclable items must be placed in the appropriate recycling bins located in the dumpster area on the ground level of every building. Household trash and plastic bags are not to be discarded in either recycle bin. Unit Owners must make their own special arrangements to have furniture, heavy appliances, construction materials, etc. hauled away. Violators will be charged for costs associated with the removal of those items. All cardboard boxes must be broken down and placed in the appropriate recycle bin. Owners abusing recycling requirements cause the Association additional trash removal fees and will be fined.

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. Association contractor access to restricted areas must be specifically required for authorized work. Independent inspectors must make arrangements with the Association for access in advance.

19. Solicitation: There shall be no solicitation by any person anywhere in any building or common area for any cause, charity, or any purpose whatever, unless specifically authorized by the Board of Directors. No entity shall unreasonably restrict any Unit Owner's right to peaceably assemble in common areas and recreational facilities or their right to invite public officers or candidates for public office to appear and speak in common areas.

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 and 2019 legislative changes, the smoking of all tobacco products and vaping 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 and vaping at the east and west pool areas. Except for these prohibitions, smoking and vaping are 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 and vaping 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 Property Manager and/or Palm Beach County Fire Rescue. When using electric grills, you need to abide by association rule #21 that prohibits "fires or devices which emit smoke or dust" and rule #20 which 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. Parking Permits: 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 non-prohibited (see Vehicle Restrictions below), properly registered vehicles belonging to an owner, family member living with an owner, guest of an owner, or a tenant.

The association has four different parking passes:

1. Owner's Parking Pass -- This pass is issued for each new owner or new owner vehicle and requires a \$25.00 fee. The pass has no expiration date.
2. Owner's Temporary Parking Pass -- This is a **green placard** issued to each condominium owner at no charge. It is kept by the owner and can be used or reused on any temporary vehicle (e.g., rental car) used by the owner.

3. Guest's Parking Pass -- This is a **red placard** that is registered to the owner and held at the Association office when not in use. The card is used by the owner's family members or other guests of the owner (as defined in the "definitions" section of this document), and it requires a \$25.00 fee for the first time it is issued. **The placard must be returned within thirty (30) days of the guest's departure date or it will be permanently revoked.**
4. Renter's Parking Pass -- This pass is issued for each renter vehicle and requires a \$25.00 processing fee. It shows the time period that the vehicle is to be on premises, is only viable for this period, and is not reusable.

Owners can request only one green and one red placard. These placards are for the sole use of the owner or owner's guest and are not to be given to tenants. The placards will be displayed by hanging them from the rearview mirror. If an owner violates the use of a placard, the placard will be permanently revoked or a fine levied for improper use. Owners and owner guests can receive a parking pass without completing a Guest/Lease Registration Form (See attached form). For guests, the owner must provide an email with the guest's name, phone number, period of occupancy, driver's license, and vehicle information.

To issue a parking permit for tenants, the association must receive a completed Guest/Lease Registration Form, complete and unredacted Lease Agreement, and copy of the tenant's driver's license. The Registration Form (see attached form) must include the condo unit owner's name and unit number, period of occupancy, tenant's name, home address, email, and phone number as well as a list of names and relationships of other occupants. 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. If known prior to arrival, the Registration Form will also include the tenant vehicle's make, model, license number, and state of registry. For all permitted trucks, a full side view picture must be provided with the packet. The Registration Form and Lease Agreement together constitute a Parking Authorization Packet.

The tenant's completed Guest/Lease Registration Form and other required documents 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 tenant's 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. Only for arrivals on a Friday evening, Saturday, Sunday or holiday 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 Guest Parking Pass or tenant's partially completed parking permit, requiring the tenant, agent or guest to provide the vehicle registration information when the office is open. In this case the tenant, rental agent, or guest would be required to email or deliver a copy of the vehicle registration information to the Association's management office within one business day (A business day is defined as a day in which the Association office is open.).

Owners, tenants, or guests are prohibited from parking in marked handicapped spaces without displaying a disabled parking permit or having a FL DMV-issued disabled license plate. Per Florida law, the Association provides one handicapped space for every 25 parking spaces. Any vehicle parked illegally in a designated handicapped space is subject to towing and a fine not to exceed \$250.

25. Vehicle Restrictions: Only the following vehicle types are permitted to park on association property (this restriction does not pertain to restaurant & tennis court parking lots):

- Passenger automobiles,
- Standard ½ ton 4-wheel non-commercial pickup trucks, and
- Non-commercial sports utility vehicles.

No person shall be permitted to park any boats, boat trailers, other trailers, mobile homes, cargo vans, motorcycles, recreational vehicles, limousines, agricultural vehicles, commercial vehicles, larger pickup trucks, buses, or loud/noisy vehicles 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 are 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 rule #29) Any vehicle found to be in violation of these rules and Declaration paragraph 10.4 is subject to booting or towing after two warnings.

Permitted trucks are restricted to park in three designated spots per building available on a first-come first-park basis. (The exception is the Villas where the four buildings collectively have three truck parking spaces.) Additional truck parking is permitted in overflow truck parking areas designated as the Jupiter Bay East long-term parking area. Trucks parked outside of the designated truck-parking spaces are subject to booting or towing after two warnings.

Washing or repairing vehicles on the condominium property is prohibited.

26. Pets: Domestic household pets not to exceed twenty (20) pounds are permitted for owners, guests, and tenants (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 restrained by a collar and a leash, chain or other device that doesn't exceed 8 feet in length. 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. Pets are not allowed to be 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 one or more of their major life activities or for "emotional support animals" as defined below.

"Emotional support animal" means an animal "that does not require training to do work, perform tasks, provide assistance, or provide therapeutic emotional support by virtue of its presence which alleviates one or more identified symptoms or effects of a person's disability."

If a person's disability is not readily apparent, reliable information must be provided that reasonably supports that the person has a disability. Supporting information may include:

- Determination of disability from any federal, state, or local government agency.
- Receipt of disability benefits or services from any federal, state, or local government agency.
- Proof of eligibility for housing assistance or a housing voucher received because of a disability.
- Information from a health care practitioner, a telehealth provider, or any other similarly licensed or certified practitioner or provider in good standing with his or her profession's regulatory body.

Our community is governed by the Fair Housing Act (the FHA), and under the FHA we are obligated to make reasonable accommodations to our rules to allow disabled persons the full use and enjoyment of the premises. Reasonable accommodation requests could be denied if the support animal poses a direct threat to the safety or health of others or poses a direct threat of physical damage to the property of others.

27. 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. The Association must be made aware, through Guest/Lease Registration forms, of all tenants occupying the condominium units and any vehicles or pets that they have with them. A one-bedroom unit is limited to occupancy by four persons and a two-bedroom unit is limited to occupancy by six persons.

No immoral, improper, offensive, or unlawful use shall be made of the condominium property. No nuisance shall be allowed, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. No unit owner shall permit any use of his or her unit or make any use of the common elements that will increase the cost of the condominium property's insurance.

The owners of units shall be fully responsible for the activities and actions of their guests or visitors and shall take all action necessary or required to ensure that all guests and visitors fully comply with the provisions of the Declaration and all rules and regulations of the Association.

28. Unit Sales & Management: The process of transferring a unit's ownership begins when a Sales Contract and Sales Application (see attached form), properly and completely filled out, is provided to the Association office at least fourteen (14) days prior to closing. **Both the Sales Contract and Sales Application must be complete and unredacted to be considered complete.** 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 with 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 (see attached form) 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. **No arrangement with any management company or realtor shall supersede or be in lieu of the ultimate responsibility of the owner to deal directly with the association as required. The association has the right and responsibly to directly contact the owner regarding any issue in accordance with applicable law.** 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.

29. 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 are 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 Guest Parking Pass (red placard) 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.

30. Leasing/Rental Restrictions of Units (Other than Building "C" West): Pursuant to Declaration paragraph 10.1, Owners other than in Building "C" West are permitted to lease their units without Association approval and for any time period. Leases must be submitted in writing and filed with the Association not less than three (3) business days in advance of the intended occupancy. A valid parking packet is to be submitted to the management office, along with a complete and unredacted copy of the tenant's lease and a completed association's Guest/Lease Registration Form. If the owner fails to register their tenants or guests with the Association's Management Office, as per these rules, the owner is subject to fines as outlined in paragraph 57.

31. 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 complete and unredacted 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.

Per West C association's 4/27/04 Declaration amendments: "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."

32. Unit Property Insurance: The Association has a master insurance policy on condominium property, but it does not cover individual condominium units. 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 and our Declaration address specific requirements for unit owner insurance policies and unit owner responsibilities for repair or replacement of condominium property:

- a) Each individual unit owner shall be responsible for the purchasing of liability insurance for accidents occurring in his or her own unit.

- b) Coverage under a unit owner's residential property policy must include at least \$2,000 in property loss assessment coverage for all assessments made because of the same direct loss to the property, regardless of the number of assessments.
- c) 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.
- d) 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. This financial responsibility also applies 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 unit owners are required to insure.

All unit owners are encouraged to obtain a homeowner 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 hurricane 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 (see attached 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 of any coverage under our master policy.

33. 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. **Allow two to three business days for approval once the Unit Alteration Form is submitted.** Board approval may also be required for certain work performed within the individual units. **The association has the right to inspect the work being conducted in a unit at any time during the alteration project upon reasonable notice to the owner or owner's designated representative.**

The two categories of alterations requiring board approval are:

- Type A – Alterations requiring a Town of Jupiter permit and Association approval. These alterations include replacing air conditioner, replacing hot water heater, replacing electrical panel, adding or relocating plumbing, replacing windows or sliding glass doors, installing hurricane shutters, changing kitchen cabinet configuration, or changing the unit's configuration/walls. Please reference the Town's website for additional information.

- Type B – Alterations requiring Association approval but no Town permit. These alterations include installing screen doors, replacing patio screens, changing patio floor covering, replacing interior unit floors, changing front door locks, repainting patio/balcony, or making repairs that are normally Association responsibility.

Board approval is obtained by completing a Condominium Unit Alteration Approval Form (see attached form) and submitting it to the Association office. Unit owners, and not their agent, contractor, or guardian, must complete the form and receive prior written approval from the Association's Board of Directors. The contractor specified on the form is the only one authorized to do the work. All contractors on our property, whether employed by the Association or a unit owner, must be licensed and insured, and contractors performing substantial renovations to a condominium unit must be pre-approved. 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.

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 board 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 or replacement of enclosures will be allowed.

Owners desiring to replace their water heater with a tankless heater must have their electrical panel inspected by a licensed electrician and approved for the additional electrical load and associated circuit breakers. This certification must be provided with their Unit Alteration Approval Form.

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. Any contractor or vendor found to have violated the provisions set forth in this section three (3) times, within a two-year period, will be suspended from performing any future work on the association property for a period of time to be determined by the board.

Please check with the Management Office before making any major alteration or upgrade.

34. 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. 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”.

A Unit Owner is liable for the expense of any maintenance, repair or replacement rendered necessary by his/her negligence or by that of any member of his/her family or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

35. 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. If Association maintenance and repair of balconies requires extra material or labor in accommodating owner modifications, the cost is to be borne by the owner. The owner can either arrange to have their modifications, such as shutters or stamped concrete removed and reinstalled after balcony repair or have the Association’s contractors remove and replace the owner-installed modifications. Association performed work to accommodate owner modifications will be charged back to the unit owner.

36. 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.

37. Electric Vehicle Charging: Jupiter Bay does not have exclusively designated parking areas nor limited common elements to accommodate owner-installed charging stations. Therefore, the Association has sole responsibility for the installation and maintenance of electrical vehicle charging stations. Due to safety and liability concerns, no owner may string cables or extension cords across common Association property for purposes of charging their electric car, bike, or other vehicle/device. Common area electric receptacles are for the exclusive use of association staff and activities.

38. Owner Delinquencies: Quarterly assessments must be paid by the 10th of the month for which the assessment is due, and special assessments must be paid in the manner specified in the assessment notice. 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. 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). Payments received will be applied first to any interest accrued by the association,

then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment.

On approximately the 45th day of delinquency, the account will be turned over to the association's attorney for collection, and at 90 days of delinquency the attorney will file a claim of lien. Once a claim of lien is filed, the association has the right to accelerate assessments for the remainder of the budget year in which the claim of lien was filed.

An owner who is delinquent in the payment of any fee, fine, or assessment is not eligible to be a candidate for the board.

The voting rights of a unit owner may be suspended due to nonpayment of any fee, fine, or other monetary obligation due to the association which is more than \$1,000 and more than 90 days delinquent. After 90 days delinquent, 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.

If the 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. The tenant must pay the monetary obligations to the association until the association releases the tenant or the tenant discontinues tenancy in the unit.

A unit 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. This liability is without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner.

39. 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. The Association provides security guards to patrol our property during various hours seven days a week, and 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.

40. 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.

41. 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 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. See attached Records Access Request Form.

- 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 always open to inspection by any Association member or the authorized representative of such member when 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(s) used by the association for manipulating data.

42. 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.

43. Recording & Speaking at Meetings: Unit owners have the right to participate in and speak at all board 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 three (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.
- d) Unit owners must give advance notice to the board if they intend to videotape or tape record a meeting.

44. Committees: Committees, comprised of board members and/or unit owners may be appointed by the board to make recommendations to the board or to act 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 house, landscaping, finance, social, and fining.

Committee meetings are open to all owners, but non-committee member owners may not participate in the meetings. Notices for committee meetings must be posted conspicuously on the condominium property at least 48 continuous hours before the meeting.

45. Financial Policy: The Association's Financial Policy, published in a separate document, reinforces the financial regulations contained within the Declaration, By-Laws, and Florida Statutes. It provides detailed rules, guidance, and direction regarding the Association's financial controls (Approved at 5/20/15 Board Meeting). The Policy describes the way 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 way financial decisions are made and financial records maintained and protected.

46. Landscaping and Property Grounds: Landscaping is the sole responsibility of the Association. Owners who wish to contribute ~~plants, materials, or~~ funds 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.

47. Swimming Pools: Since there is no lifeguard on duty, people 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. The association's pool lighting systems do not accommodate swimming after 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 and vaping are 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, 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.

Owners, guests, or tenants in violation of these rules are subject to fining.

48. Tennis & Bocce Ball Courts: All Association recreational facilities are to be used only for the purposes for which they were intended and shall be subject to these Rules & Regulations.

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. The clock starts when all players of the group are present.
- c) Courts cannot be held if all the players are not present, and another group is present and ready to play.

The Bocce Ball court, located northeast of the West "B" building, is available to all Jupiter Bay residents on a first come first served basis. Necessary equipment, stored in a locked box adjacent to the courts, is accessible using the resident's pool key.

49. 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.

50. Community Barbeque Grill: The following Rules Govern Use of the Barbeque Grills located in the West Pool area:

- 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. To use the grill, you must have a domestic (US) phone number.
- 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 except for holidays.
- e) Applications must be made to the Management Office.
- f) Use of the barbeque grills should be scheduled at least 3 days in advance. Directions for use of the grill will be supplied at the time the security deposit is provided.

51. 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 Update Sheet, a copy of which is attached to this document. They are also available at the management office or Association website. Owners are responsible for providing the Association with accurate directory information and for providing updates on a timely basis.

52. 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 website will contain documents in digital format required by FL statutes. 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 any unsecured website pages are available to all users of the worldwide web.

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

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

COMPLIANCE AND ENFORCEMENT

55. 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.

56. 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."

57. 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 do not agree, the fine or suspension may not be imposed.

ATTACHMENTS / FORMS

The following attached forms are for reference purposes only and can be amended as needed by Association staff to meet changing requirements and comply with statute changes.

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

Business Tax Receipt Number _____ **Tourism Development Tax Number** _____

Unit Owner: _____ **Unit Number:** _____

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

Applications must be submitted at least three (3) days prior to lease commencement.

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

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

Address: _____
(Street)

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

(Telephone) (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 each adult (18 years of age or older) occupying the unit. Please list ages for minor children.**

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 condominium property. **Parking permits are required to park on property.**

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

Make	Model	Tag	State	Permit #
------	-------	-----	-------	----------

Make	Model	Tag	State	Permit #
------	-------	-----	-------	----------

Pets:

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 All Adult Guest Identification(s): _____

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 OF THE JUPITER BAY CONDOMINIUM ASSOCIATION, INC. I AFFIRM THAT I WILL ABIDE BY THE RULES OF THE ASSOCIATION.

(Tenant/Guest Signature) (Date)

(Tenant/Guest Signature) (Date)

(Tenant/Guest Signature) (Date)

(Tenant/Guest 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 it 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 damage. 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 Ins 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:** _____

Or Cell: _____

Unit owners 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 Mgmt. Co and Property Manager: _____

Owners 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 10 DAYS PRIOR TO OCCUPANCY.**

Applicant: _____

Spouse: _____

Current Address: _____

(Street)

(City)

(State)

(Zip Code)

(Country)

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

Applicant Occupation: _____ Copy of Driver's License: _____

Email Address _____

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, 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:

- | | |
|--|--|
| <input type="checkbox"/> Unit Rental | <input type="checkbox"/> Property Maintenance |
| <input type="checkbox"/> Hurricane Preparedness | <input type="checkbox"/> Emergency Contact |
| <input type="checkbox"/> Unit Access & Key Duplication | <input type="checkbox"/> 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: _____

REQUEST TO ACCESS ASSOCIATION RECORDS

Today's Date: _____, 20____.

Florida law provides: "The official records of the association are open to inspection by any association member or the authorized representative of such member at all reasonable times. The records of the association shall be made available to a unit owner within 45 miles of the condominium property or within the county in which the condominium property is located within 5 working days after receipt of written request by the board or its designee." Further, "The failure of an association to provide the records within 10 working days after receipt of a written request shall create a rebuttable presumption that the association willfully failed to comply." SEE: § 718.111(12), Florida Statutes.

THE BOARD OF DIRECTORS OR ITS DESIGNEE OF:

JUPITER BAY CONDOMINIUM ASSOCIATION:

I request to inspect and copy the following official records of the association:

List of each document to be inspected and/or copied	Was the document provided?	Comments
	Yes / No	
	Yes / No	
	Yes / No	
	Yes / No	
	Yes / No	
	Yes / No	
	Yes / No	
	Yes / No	

Name: _____

Unit Number: _____

Telephone Number: _____

This request to access records of the association and records checklist is designed to facilitate the inspection process. Use of this form is recommended, but not required.

REQUEST TO ACCESS ASSOCIATION RECORDS

DIRECTIONS TO UNIT OWNER: In the space provided on the previous page, enter the date, name of the association, and specifically identify and list the documents to be inspected and/or copied. In order to alleviate potential problems and to expedite the process, it is recommended that you narrow your request as much as possible for each issue targeted. Print your name, unit number, and telephone number at the bottom of the page. Send the original to the board or its designee and keep a copy for your use. Delivery of the request to the board or its designee should be made either by witnessed hand-delivery or certified mail, return receipt requested unless the association has adopted specific rules regarding requesting access to records in which case you should follow those rules. Once the association has received the request, it may help to facilitate the records access request by contacting the association to set up the appointment. **At the inspection, first inventory the documents provided against this list of requested records.** If the document requested is provided circle yes, if not, circle no. Then proceed with your records inspection appointment.



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 Approval 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. Failure to abide by any of the rules/requirements set forth have been deemed a violation by the Board of Directors and the Board has duly adopted a resolution levying a fine in the amount of \$100.00 for each violation. You will receive notice that a fine is levied and the opportunity for a hearing. Two to three business days is required for review and approval upon submission of a completed application.



**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 2nd 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)



Jupiter Bay Condominium Association Condominium Unit Alteration Approval Form

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

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. A minimum IIC Rating 50 is required for the underlayment.
- All construction materials must be hauled away by the vendor. No construction materials may be placed in the association dumpsters.

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. Failure to abide by any of the rules/requirements set forth have been deemed a violation of the Board of Directors and the Board has duly adopted a resolution levying a fine in the amount of \$100.00 for each violation. You will receive notice that a fine is levied and the opportunity for a hearing. Two to three business days is required for review and approval upon submission of a complete application.



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

Jupiter Bay Board Member Approval:

_____ Signature	_____ Title	_____ Date
--------------------	----------------	---------------

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. The association has the right to inspect the work being conducted in a unit at any time during the alteration project upon reasonable notice to the owner or owner's designated representative. Any contractor or vendor found to have violated the provisions set forth in this section three (3) times, within a two-year period, will be suspended from performing any future work on the association property for a period of time to be determined by the board.

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. If the association has to clean the sidewalks or elevator as a result of the work in your unit, you will be charged a cleaning fee of \$100.00. Any repairs to the elevators as a result of negligence by the contractor will result in the repair charges being charged to you the owner. If there is a need for a service call for the elevator, those charges too will be passed along to you as the owner.