

JUPITER ONE HOMEOWNERS ASSOCIATION, INC.

RULES & REGULATIONS REVISED: January 6, 2021

The Board of Directors shall adopt such rules and regulations from time to time governing the use and enjoyment of the Common Areas as the Board of Directors in its sole discretion deems appropriate or necessary, provided such additional rules and regulations shall be consistent with the provisions contained in this Declaration. (Covenants Article VIII Section 12) The definitions contained in the Declaration of Covenants, Conditions and Restrictions for Jupiter 1 Homeowners Association and Exhibits A and B are incorporated herein as part of these Rules and Regulations.

1. **PETS** - No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept providing they are not kept, bred or maintained for any commercial purpose. Pets shall not be allowed to run at large within the Development Area. "At Large" shall mean off the Lot of the owner or custodian of the pet. Any pet running at large within the Development Area shall be considered a nuisance. Any pet off the Lot of the owner shall at all times be under the control of the owner or custodian of the pet. "Under control" shall mean restrained by a leash, held in the arms, or caged. Each residence shall be limited to three pets but no more than two dogs. (Covenants Article VIII Section 4)
2. **PET REGISTRATION** – All residents who have pet(s) shall be required to register the pet(s) and furnish a photo identification of the pet(s) with the Homeowners Association upon occupancy. No exotic pets are allowed. A resident whose pet has expired or who no longer houses the animal on the premises shall notify management, and any replacement pet shall be registered on a new registration form. Pet owners shall abide by the pet rules listed on the Pet Registration Form. Guests with pets shall also register those pets with management. (Board Ruling 12/07/10)
3. **ANIMAL WASTE** – The person walking any animal on any Common Area shall be responsible for the removal of any excreta (waste) deposited by the animal. (Board Ruling 03/11/08)
4. **NUISANCES** - No nuisance, noxious or offensive activity shall be carried on upon any Lot or in the Common Areas nor shall anything be done thereon, either willfully or negligently which may be or become an annoyance or nuisance to the Owners or occupants of the Property. (Covenants Article VIII Section 5)
5. **RUBBISH, TRASH, GARBAGE AND OTHER WASTE** - No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. (Covenants Article VIII Section 6)

Garbage Collection currently scheduled as: Wednesdays, Garbage, Trash and Recycling • Saturdays, Garbage and Trash

No trash, garbage, yard waste, recycling, or other waste shall be brought out for pickup earlier than 5:00 PM on the day before the scheduled pickup. Containers must be removed from the Common Areas within 12 hours of pickup. All trash, garbage or other waste (except yard waste and recycling) must be in a sanitary can with a secure lid and the unit number must be prominently marked on each can. Recycling and yard waste shall be prepared in accordance with Palm Beach County requirements for recycling and yard waste. The unit owner is responsible for contacting Waste Management 1-800-824-8472, The Solid Waste Contractor, for the disposal of large items and to notify the Board Office of this call. In addition, no dumpsters may be placed anywhere without prior consent of the Board Office. (Board Ruling 03/11/08, Revised 12/11/13) Revised 1/6/21). Contractor waste must be removed by contractor (Board ruling 1/15/18, revised 2/13/18). (Ruling and Revision 1/6/21.)

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In the event trash, garbage, yard waste, recycling, or other waste is not picked up by the Solid Waste Authority, it is the occupant's responsibility to retrieve it and store it until the next pick up. (Board Ruling 04/09/08)

6. **NO UNSIGHTLY USES** - No garments, rugs, vines (Board Ruling 01/24/00) or any other materials may be hung, exposed or dusted from the windows or from the front facade of any residence. Nothing shall be placed on the balconies. Wreaths and other decorations are permitted on the doors and are limited to the month of December only. (Board ruling 6/26/2019) (Covenants Article VIII, Section 7)
7. **VEHICLES** - There shall not be parked upon any of the parking spaces set aside for such, whether on a Lot or upon the Common Areas, any trailer, commercial-type van, commercial vehicle, boat, boat trailer, truck or motor home. However, service vehicles may be allowed during daylight hours only, and only related to services being provided in the community. Notwithstanding the above, non-commercial motorized vehicles are permitted if they have windows completely surrounding the vehicle (such as a station wagon) and no partial or complete flat-bed (whether the flat-bed is covered or not). Storage of vehicles on a consistent basis will not be allowed in any of the parking areas without prior approval by the management office. For any of the above mentioned events, two warnings will be issued and placed on the driver's side window of the vehicle. Upon the third occurrence, the vehicle will be towed to a storage area by East Coast Towing and Transport. All costs and fees involved will be borne by the owner of the vehicle. (Board ruling 3/12/20) (Covenants Article VIII Section 8)

No mechanical work may be performed on the Common Areas with the exception of routine or minor maintenance. No vehicle, which cannot operate under its own power, shall remain in the Common Areas for longer than 24 hours. (Board Ruling 04/09/08)

8. **VEHICLE IDENTIFICATION DECALS** – All residents and guests shall report their vehicle identification (including year, make, model and tag) to the office upon occupancy to obtain a parking decal. Failure to obtain and display a decal could result in towing. Vehicles must display a valid current state vehicle registration. (Board Ruling 12/07/10)
9. **PARKING** - The ownership of a Lot shall entitle the Owner or Owners thereof to the exclusive use of not more than one automobile parking space located in the Common Areas, which parking space shall be assigned by the Association. All "Guest Parking Spaces" may be used by any member or guest on a non-assigned basis. Notwithstanding anything stated herein, and in order to ensure that there are enough parking spaces for all Lot owners, tenants and their guests, no Lot Owner or Tenant shall have more than two (2) vehicles parked in the community on a consistent basis. The Association shall have the right to establish and amend over time, the rules and regulations related to parking, and said rules and regulations, as amended from time to time, shall be incorporated as though they are set forth in this Declaration. (Board ruling 3/12/20). (Covenants Article II Section 4). Parking on any unpaved areas is not permitted. This includes unloading, loading, moving or car washing activity. (Board Ruling 04/09/08) Motorcycles parked in the Common Area must be in a valid parking space with a plate under the kickstand.(Board Ruling 04/09/08)
10. **POOL** – No one under the age of 16 will be permitted in the pool or pool area unless accompanied by, and supervised by an adult, at all times. All pool rules shall be enforced as posted. (Board Ruling 04/09/08) Gates shall be closed and locked after entering or leaving the pool area. Flotation Noodles may be used in the pool.
(Board Ruling 6/26/2019). Appropriate and courteous levels, of conversation, music enjoyment, cell phone usage, etc. shall be maintained at all times while in the pool area. (Board ruling 3/12/20). These Rules may be changed at any time, in order to conform to County & State Regulations. Board Ruling 1/6/21.
11. **SKATEBOARDING** – Skateboarding is prohibited in the Common Areas. (Board Ruling 11/14/06)

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12. **PROSPECTIVE OWNERS AND TENANTS** - The Association has the authority to interview and acquaint prospective tenants and purchasers with the Rules and Regulations of the Association and any other policies the Association deems pertinent. In connection with this procedure, the Association is authorized to charge a fee in an amount determined by the Board of Directors, from time to time. In the case of a rental, the fees shall be due at the time of submitting the lease for approval. If this fee is not timely paid, such fee shall be deemed an assessment and shall be collected in the same manner as an assessment is collected. By submission of a lease for approval, the Member and prospective lessees agree that the Association is authorized to conduct a criminal and financial background check as to all proposed occupants under the lease. The Association may deny the lease if such background checks provide reasonable evidence that any occupant may pose a risk to the community or that the lessees are unlikely to be able to comply with the financial requirements of the lease. Additionally, in the event that a Member is delinquent in paying any assessment, or the Member or his or her lessees, family, guests, agents, licensees or invitees are not in compliance with any provisions of the governing documents of the community, the Association has the right to disapprove of and to void any lease at any time prior to or during the leasehold tenancy until any delinquent assessment is paid and/or until any violation of the governing documents is corrected. (By-Laws Article XXI)

The application fee is \$100.00 per person for occupants eighteen years and older. Rev 1/6/2021. Any additional screening above the basic screening costs will be the responsibility of the owner. (Board Ruling 06/05/14)

Repeat seasonal renters do not have to go through screening (criminal and financial background checks), if they have previously been screened and approved by the Association. All seasonal renters must fill out a complete application every year and attend a brief orientation. Tenants renting on an annual basis must be screened. (Board Ruling 5/11/10 Revised 12/11/13) (Board Ruling 1/15/18, Revised 2/13/18 & 6/28/2019)

13. **GUEST OCCUPANCY WHEN OWNER NOT PRESENT**– Owners are required to notify the Association in advance and complete a Guest Occupancy Form when Guests will occupy their unit without the owner present. These Guests are subject to orientation. Anyone paying a rental fee is considered a tenant, not a guest, and is subject to orientation and screening as stated in the Prospective Owners and Tenants rule above. Guests staying longer than 30 days are also subject to screening as stated above. (Board Ruling 12/07/10,(Revised12/11/13)
14. **RENTALS** – No Owner shall lease, rent, or license his/hers/its Residence for a period of less than thirty (30) consecutive days. No more than three (3) leases may be approved for any Residence during any twelve (12) month period. As to any Owner who has acquired title to a Lot after the date of recording this Amendment, the Residence shall not be leased or rented for at least one (1) full year from the date of acquiring title. (Board ruling 3/12/20. (Board Ruling 01/09/01).

A written lease and application package is required for all rentals and must be submitted in advance of occupancy. (Board Ruling 12/07/10). See paragraph 20 for further rental rules and regulations. (3/12/20)

15. **EXTERIOR MAINTENANCE** - No Owner shall in any way deface or change the color of the exterior of his residence. Exterior walls, roof (including mansard) (Board Ruling 1/15/18, Revised 2/13/18) and fencing around the courtyard are to be maintained by each Owner in accordance with Association standards and in quality condition at all times. Normal maintenance of the roof of the residences such as cleaning, recoating or repainting shall be done uniformly and at the same time for the entire roof of the building upon agreement of the Owners. (Covenants Article V).
16. **CONSTRUCTION** – Construction activity is permitted Monday through Friday, 8:00 a.m. to 6:00 p.m. (Board Ruling 1/15/18, Revised 2/13/18) and Saturdays, 8:00 AM to 4:00 PM only. No construction

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activity, including interior painting by a contractor, is permitted on Sundays or Holidays. (Board ruling 04/09/08). (Board ruling 3/12/20). Homeowners and Contractors are required to check in with the office before making any exterior changes or upgrades to current approved specifications for construction or repair purposes. (Board Ruling 1/6/21)

17. **LANDSCAPE MAINTENANCE** –Homeowners wishing to maintain or insert new plantings or decorative garden stones outside their unit shall submit a plan/diagram to the HOA Office for approval. Garden Stones must be from a pre-approved style and color only. (Board Ruling 1/6/21). (Board ruling 6/26/2019). Each location of plantings shall be marked with blue or red reflectors. This does not preclude the Association from maintaining same if it deems necessary. (Board Ruling 04/09/08)
18. **HURRICANE PREPAREDNESS** - All furniture and potted plants should be secured or removed from the patio. (Board Ruling 12/7/2010 & 6/28/2019).
19. **HURRICANE SHUTTERS** – Hurricane shutters (other than those approved by the Architectural Committee) may be closed for seven days after receiving a Hurricane Warning and must be opened within seven days after a Hurricane Warning is lifted, or after a hurricane occurs. Hurricane Shutters approved by the Architectural Committee may remain closed at the owner’s discretion. (Board Ruling 03/14/06)

For more information on hurricane preparedness, visit the Palm Beach County web site
http://www.pbcgov.com/hurricane/hurricane_preparedness.htm.

20. **LIGHTING** – All spotlights must be aimed inside the fence line. (Board Ruling 04/09/08) Patio door lighting must be in a recessed fixture. Any decorative lighting, such as string lighting, must be below the inside fence line except during the Christmas Holidays. (Board ruling 6/26/2019)
21. **LOT RESTRICTION** - No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than a single-family dwelling. (Covenants Article VIII Section 1)
22. **COMMON AREA RESTRICTIONS** - No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Common Areas, nor shall any "For Sale" or "For Rent" (including Open House) (Board ruling 1/15/18, revised 2/13/18) signs or any window display advertising be maintained or permitted on any part thereof. (Covenants Article VIII Section 2)
23. **RESIDENCES** - No Owner shall relocate, heighten, lower or otherwise move or change any fence, wall or patio adjoining or adjacent to the Common Areas. (Covenants Article VIII Section 9)
24. **NO TEMPORARY STRUCTURES** - No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Lot at any time as a residence or appendage to such residence either temporary or permanent. (Covenants Article VIII Section 11)
25. **RESTRICTION ON FURTHER SUBDIVISION** - No Lot or Residence shall be further subdivided or separated by any Owner, and no portion less than all of any such Lot or Residence, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not apply to deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments. (Covenants Article VIII Section 17)
26. **OBSTRUCTIONS** - There shall be no obstructions of the Common Areas, including automobiles, except as specifically provided within the Covenants, nor shall anything be stored in the Common Areas without the

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prior written consent of the Association. (Board ruling 3/12/20). This includes PODS and Dumpsters. (Board Ruling 1/6/21).

27. **ANTENNAS** - No Lot owner shall install any exterior antennae upon any Residence (other than antennas that are not subject to prohibition by the Association pursuant to law – as to any such antennas, installation shall be subject to Association approval in accordance with law). (Covenants Article VIII Section 10)
28. **ARCHITECTURAL CONTROL** - No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot or residence, nor shall any exterior addition to or change or alteration to any residence thereon be made upon any Lot until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Board of Directors of the Association. (Covenants Article VII)
29. **ASSESSMENTS** - Any assessments that are not paid when due shall be delinquent. If the assessment is not paid within five (5) days after the due date, the assessment shall bear a late fee from the date of the delinquency at the rate of \$25 per month. (Covenants Article IV Section 8a). All payments to the Association must be by check, money order, or direct deposit. (No cash accepted.) (Board Ruling 04/09/08)
30. **FINES** - In addition to the means for enforcement provided elsewhere within the Declaration of Covenants, the Association shall have the right to assess fines against an owner and/or its guests, relatives or lessees, in accordance with the Florida Homeowners Association Act. If permitted by law, such fines shall be collectible as any other assessment such that the Association shall have a lien against each lot for such purpose, as provided in the Declaration. (BY-LAWS Article XIX Section 5)
31. **COMMON AREA / FACILITIES** - In accordance with the Florida Homeowners Association Act Section 720.305, an association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and facilities and may levy reasonable fines, not to exceed \$100 per violation, against any member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000 in the aggregate unless otherwise provided in the governing documents. (Board Ruling 12/07/10)