# HE RULES WELIVE BY... TERRIVERE

# Rules and Regulations JRP 106

# Revised May 2016

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# FORWARD

Jupiter River Park is a Condominium for older persons which consist of 133 unit owners who own equal shares in all common elements of the Park.

The Condominium is administered by Jupiter River Park, Inc., a Florida Not-For-Profit Corporation. Owners, tenants and guests who reside in Jupiter River Park have agreed to and must abide by the Declaration of Condominium, By-Laws, Rules and Regulations, Town Code requirements as in effect from time to time. This is necessary so that all residents may enjoy living in the Condominium.

Unit Owners, tenants or guests who disregard the rules on a continuing and flagrant basis must realize that they are impairing the rights of all other Condominium residents. By so doing, they invite the Condominium to take restraining action.

The Condominium Documents give the Board of Directors the (authority to obtain court ordered restraint of continuing violators.

Before any unit owner, tenant or guest decides to take any action contrary to the rules and the best interests of the majority of residents, he or she should consider the rights of others and the steps that can be initiated to correct any action disregarding such rights. The legal expense and costs of any such action are imposed on the offending owner.

It is not the intent of Jupiter River Park, Inc. to restrict the rights of any resident to a peaceful and enjoyable life in Jupiter River Park. However, no one will be allowed to jeopardize the rights of others.

Note: It is the Board of Directors' fiduciary responsibility to protect, preserve and enhance the unit owner's rights and equities. It is, therefore, imperative that the Board of Directors know who the prospective owner or lessee may be, and the prospective buyer or lessee is apprised of the Declaration of Condominium, the Bylaws and Rules and Regulations which govern Jupiter River Park, Inc. and that they affirm their intentions to abide by these regulations.

# ASSESSMENTS

**2.1 Change** A late charge equal to ten percent (10%), of the amount past due more than thirty days (30), shall be added to the assessments. At the discretion of the Board of Directors, a \$25.00 late fee may be assessed against the delinquent owner.

- 2.2 The fiscal year of Jupiter River Park, Inc. is from January 1 through December 31.
- 2.3 Quarterly payments must be paid by: January 15, April 15, July 15 and October 15.

#### **CLUBHOUSE**

<u>3.1 Change</u> Unit owners and unit lessees, (NOT SLIP RENTERS) desiring the use of the club house for private affairs must secure written approval from the Chairman of the Clubhouse Committee. Users must be responsible for its proper use and for leaving the facility neat and clean. There is a nominal fee for clean-up. These affairs shall be limited to times when no regular or posted activity is scheduled.

3.2 No items of furniture, cooking utensils, or dishware may be removed from the Clubhouse without approval of the Clubhouse Chairman.

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3.3 Items may not be borrowed for extended periods of time. They must be returned within three (3) days or sooner, if requested by the Clubhouse Chairman and must be signed out.

3.4 Guests and children under the age of 18 must be accompanied by a unit owner or lessee.

3.5 The Clubhouse shall be locked at all times when not being used.

3.6 Smoking is NOT PERMITTED in the clubhouse.

# COMPLAINTS

4.1 All complaints must be presented to the Board of Directors. These complaints must be in writing and signed by written signature.

## LAUNDRY

5.1 Laundry facilities are for the exclusive use of park residents and their guests. Always leave laundry equipment neat and clean, and LOCK THE DOOR WHEN LEAVING.

# LESSEES, PURCHASERS AND OWNERS

6.1 No permanent occupancy of any unit shall be permitted by an individual between the ages of eighteen (18) and FIFTY-FIVE (55), UNLESS THERE IS ANOTHER INDIVIDUAL RESIDING IN THE SUBJECT UNIT WHO IS FIFTY-FIVE

(55)YEARS OF AGE OR OLDER. Children under (18) are allowed to visit for up to 60 days.

6.2 Units must be owned for a period of two (2) years (Amendment 30534 April 2019 - five (5) years).

before available for rental. This does not apply to inherited units.

**<u>6.3 Change</u>** No unit may be sold to a corporation or partnership or LLC. Units may only be purchased by individuals.

6.4 Time sharing, interval ownership, subleasing, or similar forms of occupancy are not permitted.

6.5 No mobile home site may be sold or leased without the approval of the Association, in accordance with the association screening procedures.

6.6 Jupiter River Park, Inc. Sale/Lease notification forms must be completed, submitted to and approved by the Board of Directors prior to occupancy. Annual leases must be approved on a yearly basis by two or more Board members. See Standard Forms:

JRP 102 Purchasers, JRP 103 Lessees.

6.7 ALL SIGNS DISPLAYED IN THE PARK, unless otherwise authorized by the Board, SHALL BE NO LARGER THAN 10" X 15" AND MAY ONLY BE POSTED ON THE UNIT OWNER'S PROPERTY. No signs or notices, unless authorized by the Board, shall be placed on common property. All official Board and Board Committee meeting notices are excluded.

# LESSEE AND GUESTS

7.0 **Note:** If you have a homestead tax status, you will lose it if you lease or rent your unit.

7.1 UNIT OWNERS ARE RESPONSIBLE for notifying the Board member in charge of Rentals & Sales when their unit is to be leased or otherwise occupied by tenants or guests.

7.2 It is the responsibility of the unit owners who rent their property to supply renters or guests occupying the units during the owner's absence with, a copy of the Rules & Regulations, key to the laundry and the clubhouse. Failure of the renter or guest to comply with park rules and regulations could result in immediate eviction.

7.3 Unit owners are responsible for the conduct of their tenants, guests and children.

7.4 In the absence of the unit owner, the unit may not be rented more than twice in a calendar year (1/1-12/31). In addition, approval of the Board of Directors is required.

7.5 In the absence of the unit owner, guests or family member may not occupy the unit for more than sixty (60) days in a calendar year (1/1-12/31). Form JRP 112, "Guest/Family registration in Absence of Owner", must be presented to the Board of Directors in duplicate.

7.6 No one other than those listed in the Jupiter River Park Lease Agreement may occupy the unit on an extended basis. <u>7.7 Change</u> Lessees have the same privileges as unit owners other than voting rights, reduced dock fees and speaking at meetings.

7.8 Park rules regarding pets must be observed.

# MARINA

**8.1** Change Boat slips and R.V. parking spaces are for the exclusive use of the boat slip renters only and may not be occupied by any other vehicle or boat, at any time, except with approval of waterfront and RV committee

8.2 Swimming is prohibited in the dock area.

8.3 No children are allowed on the dock area unless they have close adult supervision at all times.

8.4 Change Rentals are for not less that one (1) year. A late charge of \$25.00 will be assessed for late payments more than thirty (30) days delinquent.

8.5 Parking space for non-residents is limited to two vehicles.

8.6 Speed limit of 15 miles per hour in the park <u>must be</u> obeyed.

**<u>8.7</u>** Change The Clubhouse and its facilities are restricted to park unit owners, unit lessee's and their guests. **<u>NOT</u>** FOR NON-OWNER BOAT SLIP RENTERS.

8.8 Noise must be kept to a minimum. Non-unit owner activities are restricted to the dock area.

8.9 Animals are not to be brought to the dock area by

non-unit owner slip renters.

8.10 Hoses must be placed on racks and water shut off valves must be turned off and hose nozzle left in open position.

8.11 Nothing is to be left on walkways or grass areas.

8.12 The main walk along the sea wall and finger walkways must be kept clear, at all times, except when using power cords.

8.13 Fish cleaning tables and area must be left clean after use trash fish and cleanings submerged away from the docks and boats. Care must be exercised that the fish cleanings do not splatter boats.

8.14 No boat renter shall assign a dock space to another. This privilege is the right of the Waterfront, Dock Committee.

8.15 Subleasing is not allowed.

8.16 Any changes, additions or alterations of dock facilities must have prior approval of the Waterfront, Dock Committee.

8.17 Each boat owner shall be responsible for the safety and security of his boat. Jupiter River Park is not responsible for vandalism, theft or any loss of property.

**8.18 Change** Boat owners must carry boat liability insurance in an amount no less than \$300,000 per occurrence. A current copy of the insurance certificate must be on file with the Dock Committee. It is the boater responsibility to provide the current insurance certificate to the Dock Committee. Refusal to supply a copy of the insurance certificate will be sufficient cause for the termination of slip rental.

8.19 A copy of the current boat registration must be presented to the Dock Committee prior to renting a slip. (A Bill of Sale may be used as a temporary show of ownership.) It is the boater's responsibility to provide the boat registration to the dock committee. Refusal to supply a copy of the current boat registration will be sufficient cause for the termination of slip rental.

8.20 No fuel, oil or any pollutants shall be discharged into the water.

8.21 Jupiter River Park Unit Owners must have the boat registered, in their name, in order to be eligible for the unit owner's rental rate. All others will pay the non-unit owner's rental rate for the boat slip.

8.22 Authorized Dock Box: Better Way Products, Inc. Model 625. Only this box will be permitted. JRP residents and guests may use dock box as a seat. No markings will be permitted on the dock box. All storage must be contained inside the box. Box will be paid for and owned by the boat owner. The Dock Committee will assign the space for the dock box. Boxes will be installed adjacent to the sidewalk on a 2ft. x 6ft. x 2in. concrete slab or 3 - 2ft. x 2ft. x 2in. cement blocks. The slab or blocks will be purchased and installed by the dock box owner. If the dock box and the concrete slab or cement blocks are removed, sod must be installed in its place.

**8.23** Change If a non-unit owner boat slip renter is forced to vacate, **BY THE ASSOCIATION**, they will be reimbursed on a monthly prorated basis.

8.24 Each year the boaters will be required to complete a new Slip Rental Agreement. The Slip Rental Agreement will be mailed out in November and must be returned by the  $20^{\text{th}}$  of December.

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8.25 Spring lines must be tight enough to keep the bow of the boat clear of the sidewalk overhang.

8.26 Anyone violating these regulations/requirements may lose their boat slip.

## MEETINGS

9.0

1) Notice of all Board meetings shall be posted on the official bulletin board in the clubhouse. Notices will be posted for periods of time as prescribed in the Florida Statute Sec. 718,111.

2) Unit owners may tape record, or videotape Board meetings subject to the following rules:

(a) No artificial lighting may be used for videotaping other than installed clubhouse lighting normally used for Board meetings.

(b) There shall be no excessive movement or noise during Board meetings.

3) Unit owners may speak at all meetings with reference to designated agenda items subject to the following rules:

(a) The time designated for addressing any item shall not exceed three (3) minutes per item addressed by each unit owner desiring to speak.

(b) Subsequent to all desired speaking by unit owners, further participation from the floor shall not be allowed unless individuals are specifically recognized by the chair.

#### PARKING

9.1 No car, camper, trailer, motor coach, or bus is permitted to park on the street overnight. Motors or generators are not to be kept running while parked.

- 9.2 Parking is permitted in the marina parking area for guests and visitors for periods not to exceed forty eight (48) hours. Board approval is required for longer periods.
- The "VISITOR" CARD WITH UNIT NUMBER MUST BE DISPLAYED IN THE WINDSHIELD. Parking spaces that have been set aside for visitors and guests should not be selectively appropriated by an individual unit owner who finds the proximity more convenient than the owner's driveway space. Vehicle restrictions must be applied equally to ALL unit residents.
- 9.3 No overnight parking is permitted in the RV parking area, laundry area or shuffleboard areas. Vehicles violating this regulation may be towed away, at the owner's expense.
- <u>9.4 Change</u> No vehicles may be parked in another unit owner's driveway without written consent from the unit owner. Vehicles violating this rule may be towed away, at the owner's expense.
- 9.5 Vehicles or trailers parked in driveways shall not extend <u>onto the sidewalk</u>. Vehicles violating this rule may be towed, at the owner's expense.

<u>9.6 Change</u> Overnight parking is not permitted on Jupiter River Park streets by anyone including, unit owner, renters or their guests. During the daytime, parking on all streets, must be staggered and facing in the proper direction of traffic flow to

allow passage of emergency vehicles. Vehicles violating this rule may be towed, at the owner's expense.

9.7 Sleeping in any vehicle IS NOT PERMITTED anywhere in Jupiter River Park at any time.

9.8 Power driven vehicles (motor or battery) will not be driven on Jupiter River Park streets by anyone under sixteen (16) years of age.

9.9 Owners of all power off road vehicles (motor or battery)

must provide annual proof of Liability Insurance for Personal Injury and Property Damage to the Board of Directors.

#### PETS

10.1 Size of dogs – no limit.

**<u>10.2</u>** Change All pets must be registered with the Board usingForm113 (Pet Registration). A total of two dogs or two cats or a combination of either is the association per unit limit. This rule excludes birds fish, and the like.

10.3 It is unlawful for anyone to tether, tie or chain an animal outdoors. This is a County and Town regulation.

10.4 Dogs and cats must be leashed at all times while outside and are not permitted to invade other unit resident's property. Any dog or cat found running at large may be placed in the County animal center or Humane Society.

10.5 Pets may be exercised on the Common Elements of JRP except inside the clubhouse, laundry or on shuffleboard area.

OWNERS ARE REQUIRED TO CLEAN UP AFTER THEIR PET and properly dispose of this material.

10.6 No pet pens, cages or other structures will be permitted outside the unit at any time.

10.7 Pets must be licensed according to "County Law" and must wear an I.D. tag or tattoo at all times.

10.8 Visitors are permitted to bring a pet provided that all JRP pet regulations are adhered to. IT IS THE UNIT OWNER/RESIDENT'S RESPONSIBILITY TO INSURE COMPLIANCE WITH JRP RULES.

10.9 The feeding of feral cats and other wild animals is prohibited by County and Town regulations. Feral animals may carry dangerous and communicable diseases.

# PRIVATE ENTERPRISE

11.1 Neither soliciting nor any enterprise for profit is allowed in the park, excepting those which have the approval of the Board of Directors and are for the benefit of all residents equally, and are not a disturbance to neighbors.

11.2 When a unit is sold and the unit owner wishes to sell furnishings before moving, a yard sale is permitted on two (2) consecutive weekends with a (2) consecutive day limit each weekend.

# ORIGINAL CONSTRUCTION AND PROPERTY MANAGEMENT

12.1 All construction, additions or changes to existing units must meet the Jupiter River Park Form 109 requirements and comply with the Town of Jupiter Code requirements. Permits shall be visibly displayed.

12.2 All proposed structural changes to the exterior of a mobile home, patio, or utility shed must be detailed in scaled plans and submitted to the Board of Directors.

12.3 Approval of plans by the Jupiter Building Department can only be obtained after prior written Approval of the Jupiter River Park Board of Directors.

12.4 Structural changes, additions performed other than indicated in an approved plan will be corrected immediately, at the expense of the owner and builder.

<u>12.5 Change</u> Natural grass is the required primary ground cover for all new, replacement and any landscaping changes made to any existing home sites. A combination of grass and other alternatives, such as pavers, decorative stones, flowers, shrubs, trees, and mulch are acceptable for landscaping under the following conditions and regulations. NOTE: ALL PRIMARY GROUND COVER MUST BE INSTALLED WITHIN 120 DAYS OF OCCUPANCY PERMIT.

A. Decorative stone can only be used as primary ground cover, if installed prior to the passage date of this rule. May 6, 2013

B. Decorative stone and or mulch may be used as accents on trim along grass, flowers, shrubs and trees, not to exceed 30" in width. C. Decorative stone should never be used as the primary ground cover, but it may cover up to 30% of the available land, for landscaping, after the home site and driveway are completed. However, no decorative stone can be used in the front of the property and the total amount of land to be covered by decorative stone may not exceed 600 sf.

D. When decorative stone is used, it must be installed properly and maintained as follows: 1

1. Installation may only be installed after written approval from the Park Improvement Committee.

2. Grass and soil must be removed to a level of two (2) inches below the sidewalk level to keep the stones from spilling onto the sidewalk or neighboring property.

3. An edging or curbing material is required wherever the decorative stone meets the neighboring property

4. Decorative stones or mulch areas must be kept free of grass, weeds and mold.

5. Foundation Plantings are required in the front of all units.

6. Pavers may be used for driveways, sidewalks and patios, <u>as long as the Town of Jupiter code requirements</u> are adhered to.

12.6 Prior to a removal of or installation of a home, a deposit of \$750 must be paid to JRP by the unit owner. These funds will be held in a non interest-bearing escrow account, and will be used to repair any damage to JRP property during unit removal /installation and set up. If there is no damage, the deposit will be refunded to the unit owner after a

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certificate of occupancy has been issued and an inspection made by the JRP construction review committee.

12.7 All paved concrete areas on each mobile home site shall be limited to one driveway, which is not to exceed (12) twelve feet in width and side by side on pavers up to (20) twenty feet wide, as long as the town of Jupiter town code requirements are adhered to. Only one driveway per unit.

#### NOTE:

Revised 12.5 Approved by JRP BOARD on May 6, 2013

\* Added 12.7 December 2011

- **PROPERTY MAINTENANCE**
- 13.1 All unit owners leaving the area in excess of thirty (30 days) shall complete and return a NOTICE OF ABSENCE FORM to the Secretary of the Board of Directors. For security purposes it is important for the Board and remaining residents to know which unit owners are not in residence.
- 13.2 The grounds (lawns, stones, shrubbery and foliage) and mobile home units must be kept neat and orderly at all times. Lawns must be kept trimmed, edged, cut and green - even during the owner's absence. Leaves and debris shall be picked up weekly. Unsightly or dangerous conditions, if not corrected on notice of the Board of Directors, will be rectified and charged to the owner. This applies to the grounds of absent owners.
- 13.3 Each mobile home unit and utility shed must be securely anchored, in accordance with existing Town and County codes. The Jupiter code limits one shed per unit.
- 13.4 Only shrubbery type fencing or PVC/ privacy fencing (not to exceed (25) twenty five feet in length) is permitted, and it may not exceed (6) six feet in height, except at Park perimeter. Any planting of trees, between units, placed less than (6) six feet apart is prohibited...
- 13.5 No lawn mowing or construction is permitted on Sundays.
- 13.6 Unit owners vacating the park for extended periods must secure their property against storms.
- 13.7 Each resident is responsible for keeping the sidewalk and half of the street fronting his property clear of debris.
- 13.8 Carports and driveways shall be kept neat at all times and SHALL NOT BE USED AS STORAGE AREAS.

#### RECORDS

4.0 (1) Any request to inspect Association official records will be in writing, signed by the Association member making such request, and sent to the Secretary of the Association via certified U.S. Mail.

(2) An Association member is allowed to make no more than two official records requests per month.

(3) An Association member's request to inspect official records that he/she has already requested and been provided the opportunity to inspect within 120 days prior to such request will be disregarded by the Association so long as the contents of the requested documents have not changed. If the contents of such records have changed, or if such request contains items that do not meet the criteria of this paragraph, the official records will be made available to the Association member pursuant to these rules and Florida statutes.

(4) The records of the Association shall be made available to a Association member within 45 miles of the condominium property or within Palm Beach County within 5 working days after receipt of a written request by the Secretary of the Association. This paragraph may be complied with by having a copy of the official records of the Association available for inspection or copying on the condominium property or Association property, or the Association may offer the option of making the records available to a unit owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request.

(5) The Association is not responsible for the use or misuse of the information provided to an Association member or his or her authorized representative unless the association has an affirmative duty not to disclose such information pursuant to Florida statutes.

(6) 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 right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the member. The Association will not make such copies until the member has paid the Association the reasonable expense for making such copies. The Association shall allow a member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association's providing the member or his or her authorized representative with a copy of such records. The Association may not charge a member or his or her authorized representative for the use of a portable device.

#### RESIDENCES

14.1 Unit owners whose boundaries are on the waterway may not conduct a boat rental business.

- 14.2 Boats stored in carports or driveways must be secured by lines attached to anchor bolts imbedded in concrete. No loose articles shall be in the boat.
- 14.3 Excessive noise, loud music or TV that is disturbing to neighbors or any activity that creates unsightly conditions is not permitted.
- 14.4 Major repairs to any vehicle, conveyance or boat may not be made on the premises.

#### VIOLATIONS

Violations are perhaps the most difficult task a Board member must handle. The law mandates, however, that this must be done. In an effort to ease the burden, since we must all live together, a standard three step procedure has been adopted.

- Step 1 A small form simply to note what the violation is and ask for compliance. JRP 108, First Notice Violation.
- Step 2 After the Board exercises efforts to correct the violation and determines that the violation is and will not be corrected; the violation will be reported to the Fining Committee. The Fining Committee is authorized by the Florida Condominium Statute. Acting independent from the Board, the Fining Committee has the duty to investigate the violation and the authority to set and impose a fine.

Step 3 A certified letter sent to the party in violation noting that the Board of Directors will follow Paragraph 16.11 of the Declaration of Condominium: "Remedy for Violation".

# **VOTING REGULATIONS**

The number of unit votes, in person, or by Proxy, required at a regular special meeting of the membership in order to:

- 1. Constitute a Quorum (By-Law 2.4)
  - (a) 51% of total unit votes (or 68 of 133 unit votes) required.
- 2. Amend Declaration of Condominium (Articles 7) and (By-Law 9)
  - (a) 66 2/3% of the voting members present, in person or by proxy at duly convened regular or special meeting.
- 3. Pass on substantial alterations or additions to common elements (By-Law 7)
  - (a) 75% total votes present at a regular or special meeting called for that purpose.
- 4. Pass on any other issue before the membership (By-Law 2.3)
  - (a) 51% of total unit votes (or 68 of 133 total unit votes) required.
- 5. Election of Board Members

- (a) A quorum is not required to hold the election; however, at least 20% of the eligible voters must cast ballots in order for the election to be valid. No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid.
- (b) Elections shall be decided by a plurality of those ballots cast. (By-Law 4.2 (b))
- (c) The election of the board members must take place at the same time and place as the annual meeting.
- NOTE: In the event of discrepancy between these Rules and Regulations and the By-Laws or the Declaration of Condominium, the Jupiter River By-Laws and Declaration of Condominium shall prevail.

Board of Directors Jupiter River Park, Inc.

Adopted January 18, 1984 / Revised February 15, 1989 / Revised March 24, 1993 / Revised April 14, 1997/ Revised April 12, 2004 / Revised February 12, 2007/ Revised December 12, 2011 / Revised May 6, 2013

#### **STANDARD FORMS**

A number of forms have been designed for use by the Board of Directors and by the unit owners of Jupiter River Park. These have been adopted by the Board of Directors after approval of legal counsel. They have been put into use so that we all can follow the same procedures in our various endeavors. A basic description of each one's use follows. Further information may be obtained from the Board of Directors:

#### **JRP-101 Certificate of Approval**

A form used in the sale of a unit which indicates there are no charges or liens pending on said property and after the interview, the candidate has been approved by the Board of Directors for membership having agreed to comply with our documents.

#### **JRP-102** Application for purchase

A form to be filled out IN DUPLICATE by a prospective buyer and filed with the Board of Directors at least two (2) weeks before the prospective closing date.

#### **JRP-103 Application for lease**

The same procedures as for purchase (Form JRP 102)

# JRP-104 Notice of Absence

A form to be completed and filed with the Board of Directors by any owner vacating the premises for thirty (30) days or longer.

#### **JRP-105 Dock Area Regulations**

A set of rules given all those who rent dock space in Jupiter River Park, Inc.

#### **JRP-106 General Rules and Regulations**

A set of rules and regulations in booklet form,

# **JRP-108 First Notice - Violation**

A small form sent as an initial notice of a violation asking for correction of same.

### **JRP-109 Building and Construction Procedures**

A form available to all owners planning changes or additions to the property. This serves as a guideline for standard procedures for all unit owners.

#### JRP-110 Boat Slip Rental Agreement (Yearly)

An acknowledgment form to be signed by all dock renters, prior to using the dock that they have read, understood and have no objection to the rules and regulations.

#### **JRP-111 Utility Shed Specifications**

A form stating the standard building code for all utility sheds.

JRP-112 Guest/Family Registration In <u>Absence of Owner</u> A form to register guests or family who will occupy the unit in the absence of the owner. NOTE: Rule # 7.5, Rules and Regulations.

#### **JRP-113 Pet Registration**

This form must be filled out to register your pet in Jupiter River Park. Board must approve the registration and presence of the pet in the park.

**JRP-114 Welcome Letter** 

JRP-115 Expense Voucher

**JRP-116 Contractor Form** 

add-on #1 PSI



#### **IMPORTANT NOTICE TO ALL UNIT OWNERS**

As a result of several Waterfront / Dock Committee workshops, some advice from our Park lawyer, and unanimous votes of our Board at the April and May Board meetings, we are making a number of amendments and additions to the Marina section of The Rules We Live By.

AMENDMENT TO MARINA RULE # 8.4

Summer Slip Rentals are allowed. Slips may be rented, by the Association, on a monthly or seasonal basis, at the discretion of and under the supervision of, the Waterfront / Dock Committee. Summer Rental Rates are posted in the Clubhouse, on the JRP Boat Slip Assignments sheet. Income from Summer Rentals goes into the General Fund for the benefit of all 133 Unit Owners in the Park.

AMENDMENT TO MARINA RULE #8.22

Effective 5/1/2017, each resident slip renter / boat owner, is allowed only one Dock Box at the Marina. Any residents who currently own more than one Dock Box at the Marina are allowed to keep them. The location assignment for any and all Dock Boxes is solely the responsibility of the Waterfront / Dock Committee.

NEW SIGNS AT THE WATERFRONT

No Swimming

No Bicycles or Skateboards allowed on the Walkway No Children under 14 years old allowed on the docks without an adult

add-ON HI RSZ

DOCK BOXES / NEW RULE 8.27

Jock Boxes must be kept clean at all times or owners may be asked to remove them.

DOCK REPAIRS / NEW RULE 8.28

For repairs needed to the docks, notify Paul Buhl, Tom Powers, or Chris Samuelson. A member of the Dock Committee will determine what repairs are needed and how those repairs will be made.

• DAMAGES /NEW RULE 8.29

Damages to the slip **caused by the slip renter** will be the responsibility of the slip renter to report to the Dock Committee and to pay for the needed repairs.

#### FLOATING DOCKS / NEW RULE 8.30

Existing floating docks will no longer be allowed at our docks. Existing floating docks will be allowed to remain, but no modifications will be allowed. Once the existing floats are removed, none will be allowed in their place. Once an owner of a floating dock vacates their slip, they must remove the float within 15 days. If they do not, the floating dock becomes the property of Jupiter River Park.

 BOAT SLIPS DO NOT TRANSFER WITH THE UNIT / NEW RULE 8.31
Once a Unit Owner / Slip Renter passes away, the surviving Unit Owner / Slip Renter may retain the slip. Once the second Unit Owner / Slip Renter passes, the slip then becomes available to the next Unit Owner on the Slip Waiting List. At the discretion of the surviving family, the boat slip may remain with the home until the end of the calendar year, if it has been paid in full. If the family chooses to give up the slip sooner, a pro-rated refund will be paid. Or, if it is late in the calendar year, the family can extend the slip rental for up to 3 months at a rate of \$200 per month. Once a unit is sold, the boat slip immediately becomes available to the next owner on the Slip Waiting List.

# add on H1 MS3

add-on #2

#### BILLING

Effective immediately, our new accounting firm, The Accounting Department, Inc. will separately be billing and tracking the Annual Unit Owner Assessments from the Annual Boat Slip Rental and Storage Area fees. This process will begin towards the end of 2017 for the 2018 season.

# • TRAILER STORAGE AREA / NEW RULE 8.31

A Lockbox will be established to hold keys for the trailer locks. This will make it easier to move trailers out of the way of others when trailer owners are not available. The Lockbox will be kept in the locked closet in the Laundry building which is also kept locked.

On Behalf of the Jupiter River Park Board of Directors;

# Stephen F. Gaulin

Stephen F. Gaulin, Vice President

These rules were approved at the 5/1/2017 Board of Directors Meeting

# REVISION TO CONSTRUCTION AND PROPERTY MANAGEMENT Rules we live by – Paragraph 12.5

- (1) NATURAL GRASS is the preferred ground cover in ALL yards at JRP. NATURAL GRASS is the REQUIRED ground cover for new and replacement homes. Decorative stone can only be the primary cover where it is in place as of March 1, 2007.
- (2) Foundation plantings are preferred for all homes. They are REQUIRED in new and replacement homes.
- (3) Decorative stone and mulch may be used as accents or trim along with grass, flowers, shrubs, and trees. Decorative Stone or Mulch may not be used without grass or vegetation.
- (4) Decorative Stone should NEVER serve as the primary cover and may not exceed and area wider than 36 inches in width. Decorative Stone may cover up to 15% of the land available for landscaping. Where used, Decorative Stone should be PROPERLY INSTALLED AND MAINTAINED as follows:
  - (a) Installation may only be done after approval of the Park Improvement Committee.
  - (b) Grass and soil must be removed to a level of two (2) inches below sidewalk level to keep stones from spilling over onto sidewalks or neighboring property. An edging or curbing material is required
    - where Decorative Stone meets neighbor's yard and/or sidewalk.
  - © The Decorative Stone and Mulch area must be kept grass and weed free.
  - (5) Yard ground cover and foundation plantings must be installed within 120 days of occupancy permit.

Revised 12.5 Approved by JRP Board on February 12, 2007

#### INFORMATION REGARDING BACKGROUND CHECKS FOR PROSPECTIVE BUYERS AND RENTERS IN IRP

At the April 8, 2019 Board meeting, we will be voting on a Motion to approve the use of TransUnion/Smartmove to screen buyers and renters in the Park. The use of this particular service and the criteria for approval or disapproval were provided to us by our Park attorney. The TransUnion website is actually designed for landlords to screen tenants, but works just as well for us to screen new buyers and renters. The cost of the service is \$40 per each buyer or renter and will be passed on to them at the time of application to the Park.

It works this way. The designated Board member enters the name and email address for each person to be screened into the Smartmove website. Smartmove then sends the person to be screened an email with a link to the application that they will complete. Once they complete the application, they hit the 'submit' button and the application goes to TransUnion to run the check. In a short time, the report will appear on the website of the designated Board member handling this process. The report that we will receive includes four specific areas; a credit score, a criminal history if any, an eviction report and an income estimator. The completed report will be kept strictly confidential, stored on the computer of the Board member designated to run the reports.

Our attorney has provided us with the following advice and criteria for disapproval of a prospective buyer or renter.

A proposed lease or purchase of a unit shall be disapproved only if a majority of the entire Board votes for disapproval and in such case, the lease or purchase shall not be made. Notice of disapproval shall be sent or delivered in writing to the current unit owner. Grounds for disapproval shall include (1) the owner of the unit to be rented is delinguent in the payment of any monetary obligation to the Association; (2) a credit report evidencing a credit score of less than 650; or (3) a new buyer or renter criminal background check showing multiple allegations of fraud or convictions for acts of fraud, acts of violence or a single act of illegal sexual nature.

These criteria will be made available to the person or persons to be screened. Our applications for membership will be amended by our attorney to include this information. It is our hope and our belief that our Board will very infrequently have to vote to disapprove anyone. Rather, once these criteria are read and understood by the prospective buyer or renter, if they feel they may not pass,

they will simply not agree to the background check and will withdraw their application.

Obviously, this is a new process for us. As we move forward, with the help and advice or our attorney, we may make changes or adjustments to the screening process.

Stephen Gaulin, President, Jupiter River Park PASSED UNAncounty 4/8/19 add -on #3

add-on 144

Back on November 12, 2018, the Board voted unanimously to restore a paragraph that had somehow been omitted from the most recent version of the Rules We Live By. Specifically, Section 9, Parking. As follows:

There is to be "No parking on lawns or any other area of the owners lot other than a concrete driveway which is to be located on the side of the unit."

At last night's Board meeting, it was voted unanimously to ratify the previous vote and to update the The Rules We Live By. This rule is now in full effect as of today, January 12, 2021. Thank you all.

Stephen Gaulin, President Jupiter River Park