

Jupiter Village Phase IX
Homeowners Association, Inc.
Rules and Regulations

1. Subject to article 13 of the Subdivision Restrictions covering Jupiter Village Phase IX (H “Restrictions”), not more than one (1) shed may be erected and maintained upon the back or a side yard of each lot provided that such shed shall be enclosed completely from view by a wooden fence. Any shed erected or maintained in violation of this rule (except for sheds erected and maintained prior to the effective date of this rule in full compliance with the restrictions), shall be removed within twenty (20) days of the mailing to the Lot Owner at his or her address of record with the Association that the shed is in violation of this rule or the Restrictions and must be removed. If the Lot Owner fails to remove the shed and restore his or her Lot to its original condition as demanded in such notice, the Association shall be entitled to exercise any of its available remedies, including without limitation those provided by Article 14 of the Restrictions. Sheds of a temporary nature may be submitted to the Association Deign Control Board for review and consideration for approval. Temporary structure shall be limited to units no greater in heights of 6 feet 5 inches no wider than 52 inches and no deeper than 32 inches. Any approved shed shall not be visible to any neighboring property or roadway and shall be properly secured and/or removed to protect property from damage during tropical cyclones and/or tropical storms.
2. No vehicle shall be parked within thirty (30) feet of a stop sign. Any vehicle so parked on Association property may be towed at the vehicle owner’s expense.
3. Clotheslines may be used in back yards only, provided they are retracted or removed when not in use.
4. Garbage shall not be placed out for pickup earlier than sunset immediately preceding the pickup date.
5. Subject to Article 13 of the Subdivision Restrictions covering Jupiter Village Phase IX (“Restrictions”), not more than one (1) television dish antenna may be erected and maintained upon the backyard of each lot, provided that such dish antenna shall be enclosed completely from view by a wooden fence. Any television dish antenna erected or maintained in violation of this rule (except for dish antennas erected and maintained prior to the effective date of this rule in full compliance with the Restrictions), shall be removed within twenty (20) days of the mailing to the Lot owner at his/or her address of record with the Association by certified mail, return receipt requested of the notice from the Association that the dish antenna is in violation of this rule or the Restrictions and must be removed. If the Lot Owner fails to remove the dish, antenna and restore his or her lot to its original condition as demand in such notice, the Association shall be entitled to exercise any of its available remedies including without limitation those provided-by Article 14 of the Restrictions.
6. No vehicle shall be parked on or over any sidewalk. The vehicle owner or operator shall be responsible for the cost of repairing any damage to a sidewalk by his or her vehicle.
7. Subject to Article 13 of the Subdivision – Restrictions covering Jupiter Village Phase IX (Restrictions”), not more than one (1) above ground swimming pool may be erected and maintained upon the backyard of each Lot, provided that such pool shall be enclosed completely from view by wooden fence. Any above-ground pool erected or maintained in violation or this rule. (except for above-ground pools erected and maintained prior to the effective date of this rule in full compliance with the Restrictions) shall be removed within (20) twenty days of the mailing to the Lot owner at his or her address of record with the Association by certified mail return receipt requested, of notice from the Association that the pool is in violation of this rule or the Restriction and must be removed if the Lot owner fails to remove the pool and restore his or her lot to its original condition as demanded in such notice, the Association shall be entitled to exercise any of its available remedies, including without limitation those provided by Article 14 of the Restrictions.
8. Boats and campers may be stored upon the Lots only: (1) in a garage with the garage door closed completely or (2) in a back or side yard enclosed by a wooden fence with no portion of the boat or camper visible above the fence. Storage of boats and campers upon the Lots in any other manner is prohibited.

9. Prior to voting on final approval of any proposed rule and regulation, the Board of Directors shall first take a preliminary vote on the proposed rule and, if the rule receives preliminary approval, submit the text to an attorney licensed to practice in Florida. When the attorney is satisfied that the text of the proposed rule with any necessary changes in the original wording is enforceable and not in conflict with the subdivision Restrictions covering Jupiter Village Phase IX, the Declaration of Covenants and conditions or the Articles of Incorporation or Bylaws of Jupiter Village Phase IX Homeowners Association Inc., the proposed rule shall be submitted to the Board for Final Approval.
10. No vehicle shall be abandoned or stored on the streets, swales or sidewalks of Jupiter Village Phase IX. Any vehicle parked on a street, swale or sidewalk without substantial interruption for thirty (30) days shall be deemed abandoned and may be towed at the vehicle owner's expense. No maintenance or repair of a vehicle, except for emergency repairs completed between sunrise and sunset of a single day, shall be performed while a vehicle or any part of a vehicle is parked on the streets, swales or sidewalks of Jupiter Village Phase IX. The vehicle owner or operator shall be responsible for any damage to pavement or grass resulting from maintenance operation not performed entirely within a continuous 24 – hour period, and any assembly, disassembly or modification of any vehicle or engine, may be performed only (1) in a garage with the garage door closed completely, or (2) in a back or side yard enclosed by a wooden fence with no part of the vehicle or engine visible above the fence.
11. No light of any kind or for any purpose, including without limitation security lights, shall be allowed to shine into a neighbor's window without the affected Lot owners or residents written consent.
12. All Lot owners and residents of Jupiter Village Phase IX shall be governed at all times by the Subdivision Restrictions, Declaration of Covenants and Conditions, Articles of Incorporation, Bylaws and Rules and Regulations ("Documents"). To facilitate compliance, any Lot owner leasing his Lot shall furnish the lessee with copies of the Documents and all amendments thereto. The transferor of any Lot shall furnish the intended transferee with copies of the Documents and all amendments thereto prior to closing. The failure of a Lot Owner to comply with this rule shall not excuse any violation of the Documents by a lessee or transferee or person for whom a lease or transferee is responsible. If a Lot Owner fails to provide copies of the Documents as required by this rule, a lessee or intended transferee may obtain copies from the Association Upon payment of a reasonable fee therefor.
13. The leasing of units shall be subject to the following: Prior to a tenant occupying a unit pursuant to a lease the owner of the unit shall give to the association written notice of the lease, together with the name and address of the proposed tenant (s) and such other information concerning proposed tenant (s) as the Association may reasonably require. In addition the Association is vested with the authority to prescribe an application form. Such application form may require an acknowledgement by the tenant (s) that he has received a copy of the governing documents for Phase IX, including the rules and regulations, and agrees that he will abide by the same.
14. Subject to rule B and rule 10 of the Rules and Regulations for Jupiter Village Phase IX Homeowners Association, Inc. and section 17 of the Subdivision Restrictions and applicable municipal ordinances, no vehicle shall be parked for longer than a twenty-four (24) hour period on any lot or grassy area within Jupiter Village Phase IX. However, such vehicles may park on the driveway, swale, or in the garage.
15. (As of May 1991), All vehicles exhibiting commercial signage are prohibited from parking with Jupiter Village Phase IX except.
 1. If such vehicle is parked in enclosed garage.
 2. If such vehicle is parked in a fenced back yard which is hidden from outside view.
 3. If such vehicle is covered with a cover as long as said cover is preapproved by the Board of Directors, which shall have absolute discretion over the types of vehicle covers, which may be used, (As of May 1993).

4. Three quarter (3/4) tone vehicles and less as set forth in the recorded Subdivision Restrictions on page 7, #17 regarding parking. This parking prohibition shall not apply to temporary parking of trucks and commercial vehicles used for pick-up, delivery and the furnishing of commercial services.

16. Any tree retrieved or any tree dead or diseased or that falls down by any means must be replaced with another tree (s) of approved variety within sixty (60) days. Height at planting to be no less than 6 feet above ground.

ANY TREE REMOVED, OR ANY TREE DEAD OR DISEASED OR THAT FALLS DOWN BY ANY MEANS MUST BE REPLACED WITH ANOTHER TREE (S) OF APPROVED VARIETY WITH SIXTY (60) DAYS. HEIGHT AT PLANTING TO BE NO LESS THAN SIX FEET ABOVE GROUND.

*Seek approval from the Beautification Committee.