

# The Beachcomber Condominium Association, Inc.

c/o Sea Breeze Community Management Services, Inc.

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**[www.seabreezecms.com](http://www.seabreezecms.com)**

Rule No's 1-10

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## DOCUMENTS: OCCUPANCY & USE RESTRICTIONS

1. The Unit Owners shall be governed by the "Declaration of The Beachcomber A Condominium", the "Articles of Incorporation for The Jupiter Beachcomber Condominium Association, Inc." the "By-Laws of The Jupiter Beachcomber Condominium Association, Inc." and the "Rules and Regulations of the Beachcomber Condo Association."

2. These documents can be requested via the internet as follows [www.seabreezecms.com](http://www.seabreezecms.com)

## MODIFICATIONS OF THE RULES AND REGULATIONS

3. The Board of Directors may from time to time, adapt, modify, amend or add to the Rules and Regulations in accordance with Article 13 of the By-Laws

## COMPLAINTS AND SUGGESTIONS BY UNIT OWNERS

4. Complaints or suggestions regarding the management of the condominium property shall be made in writing to the Association and must be signed.

## RESPONSIBILITY OF UNIT OWNERS

5. Each Unit Owner shall be held responsible for the actions of himself/herself, his/her family members, lessees licensees, invitees and guests, while same are on the Association premises as stated in Article 18.5 of the Declaration.

6. Each Unit Owner shall be responsible for purchasing liability and property insurance for his own Unit in accordance with Article 14.1 of the Declaration.

7. In accordance with the Declaration Article 11(a) each Unit Owner shall provide the Association with a key and any security code access information, so that the Association shall have the ability to access each Unit for the aforementioned purposes. In the event a Unit Owner fails to provide such key and access information within twenty (20) days following written request, the Unit Owner shall be subject to such fines as may be established by the Board.

## TRASH

8. Refuse shall be **tightly wrapped and tied in plastic bags** before depositing in garbage cans.

9. Recyclable items (boxes, cans, bottles, newspapers, etc.) must be placed in recyclable bins. Boxes should be broken down and tied. Pick up is Wednesday and Saturday. All large items that do not fit in the garbage can should be placed by the garbage can on those days of pick up only, so they may be removed. Regular garbage does not pick up appliances and pieces of furniture.

## LOADING AND UNLOADING

10. No packaging materials resulting from commercial deliveries of appliances and furniture may be left on the exterior of the premises except on the day it will be picked up for removal from the premises. Used major appliances must be removed from the Association premises at the time they are removed from the units.

**VEHICLE RULES: Parking**

**11. NO MORE THAN TWO (2) PERMANENT VEHICLES PER UNIT SHALL BE PERMITTED.**

12. Any vehicle parked in any space or carport must be operable and have current valid license plate(s) or will be considered an abandoned vehicle and will be towed at the owner's expense.

13. Any unauthorized or inoperable vehicles will be ticketed and towed at the owner's expense.

14. Not used

15. No vehicle shall be placed in a manner as to block access to parking spaces.

16. Pick-up trucks and commercial vehicles must be parked in lined spaces only during business hours and not overnight.

17. No boats or trailers are permitted outside the garage area.

18. Campers, rental trucks and vans are permitted for loading and unloading only.

19. A speed limit of 15 miles per hour maximum must be strictly observed.

**20. The Association has the right to authorize the towing of any vehicles which violates the Rules and Regulations with the cost of any towing to be paid the vehicle owner/operator/violator.**

**PETS**

21. In accordance with the requirements of Article 17.2 of the Declaration, a Unit Owner may keep two household pets. (each not to exceed 29 pounds in weight at maturity)

22. No pets shall be permitted within pool enclosures.

23. All pet owners must have their pets under leash when walked or exercised on Condominium grounds and shall be responsible to clean up any waste made by his/her pet. The CLEAN UP is a requirement of the Town of Jupiter as well as a Condominium Rule and Regulation.

24. Tenants and persons other than Unit Owners are not permitted to maintain pets.

**NUISANCES**

25. No Unit Owner, Lessees, guests, visitors or invitees shall make or permit any disturbing noises in the building or outside his/her Unit, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other Unit residents. Electronic audio equipment sound must be contained within the condominium walls in which the equipment is located.

**OBLIGATION OF ABSENTEE UNIT OWNER AND/OR OCCUPANT**

26. Each Unit Owner/Lessee who plans to be absent from their Unit for any period of time in excess of one night must shut off the water to their unit. Unit Owners are also obliged to maintain their unit, including the water heater, pipes, air conditioning equipment and connections within their unit.

27. If a unit owner/lessee is absent from their unit during the hurricane season they must prepare the residence prior to departure and remove all loose articles from their balcony and any pots on landings. The owner must designate a responsible firm or individual to care for his unit should the unit suffer hurricane damage and furnish the Association with the name of such firm or individual.

**FLAMMABLE MATERIAL**

28. Propane gas tanks are prohibited on patios or balconies in accordance with the Palm Beach fire code.

**PLUMBING CARE**

29. Water closets and other plumbing shall not be used for any purpose other than those for which they are constructed. No sweepings, rubbish, rags or other substances shall be thrown in them. The cost of any damage resulting from misuse shall be borne by the unit owner responsible for the damage. Water closets shall be maintained so as not to run continuously, thereby wasting water.

**ROOFS**

30. No unit owner is permitted on the roof of any building for any purpose without the express permission of the Board. Contractors who must have access to the roof for maintenance and repairs must also have permission from the Board, (including window washers).

**SIGNS**

31. No sign, notice, or advertisement shall be displayed on or upon any part of the condominium property, except signs used or approved by the Association.

**BUILDING EXTERIOR**

32. a. In accordance with Article 17.8 of the Declaration, no Exterior Improvements can be made without the prior written consent of the Board. The common area cannot be painted, decorated or modified by any Unit Owner in any manner without the prior written consent of the Board. Such consent may be with-held on purely aesthetic grounds within the sole discretion of the Board.

b. Outside contractors and workmen must have written permission from the Board to work or park on the Property outside the normal work week, i.e. Monday through Friday 8:30 A.M. to 5:30 P.M. and Saturday 9:00 A.M. to 3:00 P.M. Other than routine maintenance and repair, general renovation including deconstruction and new construction, may not be undertaken between December 1<sup>st</sup> and May 1<sup>st</sup>. Owners are responsible to see that the permission is obtained when work is to be done on their unit, and that such work complies with the conditions and timetables specified.

c. As a transition for this rule listed in 32.b. ARB approved work may be done from December 1<sup>st</sup>, 2018 through December 21<sup>st</sup>, 2018 and then again from January 15<sup>th</sup>, 2019 through November 30<sup>th</sup>, 2019.

d. Any exterior or interior improvements shall require the contractor for such improvements to make a \$500.00 refundable deposit to ensure the Common area be left clean and free of debris,

33. a. To maintain a uniform and pleasing appearance of the exterior of the building, no awnings, screens, glass enclosures or projections shall be attached to the outside walls or to any balcony without the express written approval of the Board. All such work shall conform to the requirements of Articles 9.0 and 17.3 of the Declaration. Standard exterior colors shall not be altered. Shutters and enclosures must conform to all building codes and the Unit Owner is responsible for all permits and inspection requirements.

b. Front doors must be Madrid #4112. Color must be Minwax oil-based stain in Red Oak #215 followed by Minwax Helmsman Spar Urethane sealant/protectant. All hardware for the door must be colored brushed nickel.

c. All new screen door installations and replacement screen doors will be retractable. The door frame must be brown. The preferred brand for the screen is Phantom. Any alternative screen door currently installed on the Unit and in good condition at the time of the rule change may be retained until which time it is needing to be replaced, as determined by the Unit Owner or inspection from the Association. At that point, changing to the Phantom retractable style is required. All existing screen doors must have their frame painted brown.

34. No objects shall be hung from balconies or window sills. No cloth, clothing, rugs or mops shall be hung upon, or shaken from windows, doors, balconies or terraces. Members shall remove all loose objects and moveable objects, including furniture, from the balconies if they will not be in residence during the hurricane season.

35. Each Unit Owner desiring to install hurricane shutters must obtain prior written consent from the Board. The shutters must meet the requirements of Article 17.8 of the Declaration. Patio enclosures shall be bronze color to match the screening.

36. In accordance with Article 17.3 of the Declaration, Unit Owners are required to obtain written permission from the Association prior to installing satellite dishes/antennae.

#### **HOUSEKEEPING**

37. Upstairs patios, balconies, may not be washed in a manner that causes dirt or debris to wash to the unit below.

38. The sidewalks, entrances and passages shall not be obstructed or used for any purpose other than ingress or egress; nor shall any carts, bicycles, carriages, chairs, tables or any other similar objects be stored thereon.

#### **FLOOR COVERINGS**

39. Ceramic tile or other heavy and/or hard floor surfacing may not be installed above the first floor without the written approval of the Association and must be sound attenuated in accordance with Article 17.10 of the Declaration. It will remain the Unit Owners responsibility to correct the source of any objectionable noise resulting from the installation.

#### **SOLICITING**

40. No organization, business or individual may solicit funds or business on association premises.

#### **POOL**

41. The regulations governing the use of the pool including permitted hours, guest rules, safety, and sanitary provisions shall be in accordance with regulations adopted from time to time by the association and those posted at the pool.

**Rules and regulations, which are not specifically posted but are apart of these rules and regulations, are enforceable, irrespective of their not being posted at the pool.**

42. The owner/lessee is responsible for the behavior of their guests.

43. Owners who have leased their condos are not permitted to use the pool area in accordance with Article 18.4 of the Declaration.

#### **POOL RULES**

44. All persons using the pool do so at their own risk.

45. Neither the pool nor the Jacuzzi should be used after 10PM. Users should be considerate of the comfort of other residents.

46. Shower before entering the pool and remove sand from feet.

47. No toys or floating devices should be left in the pool. Any item left may be disposed of by the Association. When using floating devices in pool, please be considerate of other swimmers.

48. No glass/breakable containers in pool area.

49. Pool furniture, which has been moved, should be placed back where it came from before leaving the pool area.

50. Place towel on furniture before sitting to prevent discoloration due to sun tan oil and chlorine.

- 51. Not used
- 52. Not used
- 53. Not used

54. Please be considerate. Do not leave towels and personal belongings at pool area if you are not there.

**COMMON AREAS; DAMAGE TO COMMON ELEMENTS**

55. Any damage to the common elements or equipment of the association caused by any unit owner, family member, lessee, visitor, guest, licensee or invitee shall be repaired or replaced at the expense of the unit owner in accordance with Articles 7.2 and 18.5 of the Declaration.

56. Unit owners, lessees, guests, invitees, and licensees may not damage, remove, trim or otherwise destroy any vegetation including lawns, trees and shrubs on any portion of association premises. Further there are State, County, and Town mandates on pruning restrictions, and any fines incurred for illegal pruning are the responsibility of the unit owner.

**USE OF ASSOCIATION EMPLOYEES' TIME**

57. No unit owner/lessee shall request or cause any employee or agent of the association to do any private business of the unit owner/lessee except as shall have been approved in writing by the Board. **All association employees and contractors will be directed by Management and Board of Directors only.**

**ASSOCIATION'S RIGHT TO ENTER PREMISES**

58. In accordance with Article 11(a) of the Declaration, the Association, its agents, employees and authorized contractors and their workers have the irrevocable right to have access to each Unit from time to time. In the event of an emergency if a Unit Owner has not provided a key and access information as required and forced entry is necessary, all damages and expenses are the responsibility of the Unit Owner.

**GUESTS**

60. The Unit Owner must provide all guests with a copy of the Rules and Regulations which the guests must abide by.

61. No guest under age 18 will be allowed to be in residence in the absence of an adult guest or Owner.

62. Unit Owners must notify the Board via the Management Company with the name, telephone number and length of stay of any guest(s) who will reside in the unit in the absence of the Unit Owner.

**RENTALS**

63. Unit owners and tenants agree to comply with and conform to all the requirements of Article 18 of the Declaration, which includes but is not limited to:

Submit to the Association a written application per Article 18.1 of the Declaration.  
Units must be rented for a minimum of (75) days and not more than twice annually.  
Units may be rented to single families only.

64. Not used.

65. There shall be no more than two (2) cars per rental unit.

**66.** In accordance with Article 17.2 of the Declaration: **Tenants and persons other than the Unit Owners are not permitted to maintain any pets. The maintaining of any pet will result in the immediate forfeiture of the deposit required per Rule 68(g) in addition to any other action the Association may take.**

**67.** The Unit Owner must provide renters with a copy of the Rules and Regulations before occupancy.

#### **SALE OR LEASE APPROVAL**

**68.** Any Unit Owner wanting to sell or lease his Unit must comply with all the provisions of Article 18 of the Declaration including but not limited to: a violation of the rule 68 will result in a fine of \$100. a day up to \$1,000.00 for any tenancy prior to an approved application.

(a) The Unit Owner shall provide the Association with a written application of the Owners intention to sell or lease the Owner's Unit including a copy of the contract for sale or lease, whichever is applicable. A non refundable fee of \$100.00 must accompany the application.

(b) All lease agreements shall be for a term of not less than (75) days and a Unit may not be leased more than (2) times in a calendar year.

(c) In accordance with Article 18.8 of the Declaration: Any Unit Owner not in good standing with the Association shall not be allowed to lease. Also, Association approval of any lease will be terminated if the Unit Owner does not remain in good standing.

(d) In accordance with Article 18.6 of the Declaration: In any Unit subject to a lease, any person other than the immediate family who wishes to stay for a period of more than two (2) weeks must make application for approval paying the \$100.00 application fee.

(e) The prospective buyers or lessees must be approved by the Association prior to occupying the unit. It is the unit owner's responsibility to obtain a certificate of approval from the Association before the buyer or lessee takes possession of the unit.

(f) In accordance with Article 18.8 of the Declaration: Any transaction that is conducted without compliance with the Documents and Rules and Regulations of the condominium may be voided by the Association.

(g) In accordance with Article 18.7 of the Declaration: The Association requires a security deposit in conjunction with the use of the common areas. The amount of \$500.00 shall be paid to the Management Company prior to the lessee occupying his unit.

(h) In accordance with Article 18.4 of the Declaration: All Owners who have leased their Unit automatically relinquish the right to use the Association's Common Areas and parking space while the lease is in effect.

(i) No realtor open houses are permitted. Showings are by appointment only. "For Sale" or "For Rent" signs are not permitted to be posted in Unit windows, outside of the Unit, on vehicles, or in Common Areas unless authorization is provided by the Board of Directors in advance and only for designated times as approved by the Board of Directors.

#### **UNIT OWNER PARTICIPATION AT MEETINGS** **BOARD AND COMMITTEE MEETINGS**

**69.** Meetings may be attended by Unit Owners as defined in Article 2.2 of the Declaration including the principals of trusts, corporations and other entities, designated representatives and husbands and wives even if a Unit is not jointly owned. Any person not authorized to attend may be asked to leave, at the discretion of the BOD.

**70.** Voting at meetings shall be only by Unit Owners or Designated Persons as defined in Article 3.5(c) of the By-Laws.

**71.** The Chairman of the meeting shall allow attendees when recognized, to make statements on an item being discussed and prior to any vote that may be required being taken. Such statements shall be restricted to the item being discussed and limited to three (3) minutes. No other statements shall be permitted except as may be allowed by the Chairman of the meeting.

**ENFORCEMENT OF MEETING RULES**

72. Attendees at meetings shall act in a courteous and civil manner to the other attendees so the Chairman can conduct the meeting in a friendly, efficient manner. In the determination of the Chairman any attendee not complying and/or being disruptive will be asked to leave.

**ENFORCEMENT OF RULES AND REGULATIONS**

73. Every Unit Owner and occupant shall comply with these Rules and Regulations as well as the provisions of the Declaration, By-Laws, and Articles of Incorporation of the Association.

74. When a rule has been breached, the offender will receive a letter from the Association's Management Company advising of the problem and the correction.

75. If the problem continues, the Association may impose a fine of \$100.00 for each violation or \$100.00 per day for a continuing violation up to \$1,000.00.

76. In accordance with Article 17.12 of the Declaration: The Association will notify the unit owner of the fine and a Notice of the Right to a Hearing on the fine before the Violations Committee. The Violations Committee will make the final decision as to the fine.

77. The Association shall be permitted (but not required) to grant relief to one or more Unit Owners from specific Rules and Regulations upon written request thereof and good cause shown in the sole opinion of the Board.