

This instrument was prepared by and
PLEASE RETURN TO:
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**SECOND CERTIFICATE OF AMENDMENT OF THE SECOND CONSOLIDATED
AND AMENDED DECLARATION OF CONDOMINIUM OF JUPITER HARBOUR, A
CONDOMINIUM, F/K/A THE ISLAND AT RIVE HARBOUR, A CONDOMINIUM**

THE UNDERSIGNED of Jupiter Harbour Condominium Association, Inc., whose mailing address is Jupiter Harbour Condominium Association, Inc. c/o Rosemarie von Zabern, Licensed Community Association Manager, 1000 N. U.S. Highway One, #JA 600, Jupiter, FL 33477, certifies that the Second Consolidated and Amended Declaration of Condominium of Jupiter Harbour, a Condominium, F/K/A The Island at Rive Harbour, a Condominium recorded in Official Records Book 22835, at Page 0599 of the Public Records of Palm Beach County, Florida, has been amended as set forth in Exhibit "A" attached hereto.

Dated this ✓ 6 day of April, 2023

Witnessed by:

Signature here: Ronald Baker

Print name here: RONALD BAKER

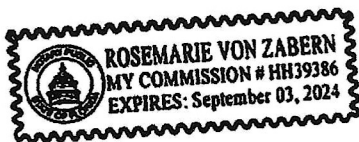
Signature here: Sheldon R. Samisch

Print name here: Sheldon R. Samisch

By: Mary J. Martyny
Mary Martyny, President

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of April, 2023 by Mary Martyny, President of Jupiter Condominium Association, Inc.



Signature here: Rosemarie von Zabern

Print name here: ROSEMARIE VON ZABERN
Notary Public, State of Florida
Serial Number: HH39386
My commission expires: SEPT. 3, 2024

Personally Known OR Produced Identification _____
Type of Identification Produced: _____

Witnessed by:

Signature here: *Ronald Baker*

Print name here: RONALD BAKER

Signature here: *J. Ayers*

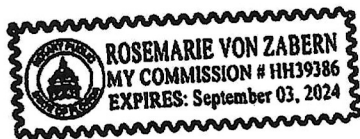
Print name here: JAMES AYERS

By: *Sheldon Gawiser*
Sheldon Gawiser, Secretary

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

[CORPORATE SEAL]

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6 day of April, 2023 by Sheldon Gawiser, Secretary of Jupiter Harbour Condominium Association, Inc.



Signature here: *Rosemarie von Zubern*

Print name here: ROSEMARIE VON ZABERN

Notary Public, State of Florida

Serial Number: HH39386

My commission expires: SEPT. 3, 2024

Personally Known OR Produced Identification _____
Type of Identification Produced: _____

EXHIBIT "A"
TO THE
**SECOND CERTIFICATE OF AMENDMENT OF THE SECOND CONSOLIDATED
AND AMENDED DECLARATION OF CONDOMINIUM OF JUPITER HARBOUR, A
CONDOMINIUM, F/K/A THE ISLAND AT RIVE HARBOUR, A CONDOMINIUM**

The Second Consolidated and Amended Declaration of Condominium of Jupiter Harbour, a Condominium, F/K/A The Island at Rive Harbour, a Condominium, ("Declaration") recorded in Official Records Book 22835, at Page 0599, in the Public Records of Palm Beach County, Florida is further amended as follows (The language added is underlined; the language deleted is ~~struck out~~):

1. VEHICLES, PARKING AND VESSELS. Declaration Article X entitled "Use and Occupancy Restrictions", Section 9 entitled "Vehicles and Parking", is amended, amending the title to "Vehicles, Parking and Vessels" and as follows:

(a) Prohibited Vehicles or Items. THIS SECTION "9(a)" DEFINES ~~CONTAINS~~ PROHIBITED VEHICLES OR ITEMS ("PROHIBITED VEHICLES ITEMS"), WHICH ARE PROHIBITED AND SHALL NOT BE ENTITLED TO PARKED, BE STORED OR BE KEPT ON THE PROPERTY AT ANY TIME. HOWEVER, IF AN ITEM IS LISTED IN SECTION "9(b)" ~~RIGHT~~ BELOW, THEN IT IS ALLOWED NOTWITHSTANDING NO MATTER WHAT IS STATED IN THIS SECTION "9(a)". THE FOLLOWING ARE PROHIBITED VEHICLES ~~ITEMS~~:

- (i) Motorcycles, dirt bikes or other two-wheeled motorized vehicles, and motorcycle delivery wagons;
- (ii) Mopeds and any motor or engine powered cycles or scooters, excepting bicycles;
- (iii) C-J type Jeeps, other open body vehicles without a metal or hard plastic enclosed passenger compartment, and ~~or~~ other similarly designed vehicles;
- (iv) Trucks:
 - 1) including prohibited include, but are not limited to, any motor vehicle:
 - a) with dual wheels;
 - b) with more than two axles;
 - c) marketed or designated as a truck by its manufacturer; or.

- d) designed for or primarily used for cargo carrying purposes;
or,
- e) ~~configured while at the Condominium with an exterior cargo bed, whether with a bed top or camper top or without;~~
- 2) however, notwithstanding the above, a ~~sports utility vehicle designated by the Board of Directors~~ or a pick-up truck shall not be prohibited by this Section 9(a)(iv) if:
 - a) if contents in the bed do not extend higher than the entire bed is covered with a properly fitted and properly designed cover installed flush with the top of the bed's side panels installed by the manufacturer; and,
 - b) if the cargo carrying capacity certified by the manufacturer is one-half (1/2) ton or less; and,
 - c) otherwise not a Prohibited Vehicle;
- (v) Vehicles designed for agricultural use;
- (vi) Dune buggies, swamp buggies and all terrain and off-road vehicles;
- (vii) ~~Any Trailers, other items designed to be towed or transported able by another vehicle or person, vehicular towing and~~ or items attached to a vehicle for the purpose of towing;
- (viii) Boats, and other watercraft, including but not limited to, jet skis~~boat trailers with or without boats;~~
- (ix) Semis, tractors, and or tractor trailers;
- (x) Buses;
- (xi) Limousines;
- (xii) Travel trailers;
- (xiii) ~~Commercial~~ Vehicles with an outward appearance of being used in connection with business, including, but not limited to: the vehicle displaying: work supplies or equipment; or, to view and/or is commercial or business signage, lettering, logo, slogan or advertising, except for the vehicle's manufacturer and dealer information.
 - 1) Actual use of the vehicle shall not be considered; only its outward appearance shall be considered.
 - 2) A vehicle with covers over exterior signage, lettering, logo, slogan or advertising is a ~~Prohibited commercial~~ Vehicle;
- (xiv) Vehicles which are not fully mechanically operable, which are unregistered, or which are not currently licensed for use;

(xv) Vehicles; whose measurements, including accessories, exceed the length of the carport space or parking space, or exceed the width of 95 inches; and, when parked in a carport space or parking space the vehicle doors are unable to open to gain access without touching, or damaging adjacent vehicles, or prevents the doors of an adjacent vehicle from opening in a manner to gain access :

~~1) Width, the lesser of:~~

~~a) side body to side body eight six inches; or,~~

~~b) with accessories, ninety five inches; or,~~

~~2) Length which exceeds the length of the space the vehicle is parked;~~

(xvi) Campers;

(xvii) Recreational vehicles;

(xviii) Mobile homes or mobile houses;

(xix) Truck mounted campers attached or detached from the truck chassis;

(xx) Motor homes or motor houses;

(xxi) Motor vehicles not having any bodies whatsoever, or incomplete bodies;

(xxii) Vehicles that have been:

1) converted to a different type of motor vehicle by replacing the original body; or by modifying the exterior and/or interior of the vehicle; or,

2) "jacked up" or otherwise modified to increase body height other than by installation of otherwise allowable placement accessories on the roof or installation of an antenna;

(xxiii) Vehicles that have:

1) noise or exhaust exceeding that of a well-maintained vehicle;

2) visible broken or perforated parts or components;

3) exterior rust greater than one inch in diameter;

4) paint that is not uniformly and professionally applied without peeling, bubbling, deterioration or showing an undercoat;

(xxiv) Deteriorating accessories including, but not limited to, peeling or bubbling window tinting; and,

(xxv) Vans, unless permitted by Section 9(b)(v) below.

- (b) Exceptions to Section “9(a)” above. The following are NOT considered PROHIBITED VEHICLES ITEMS, ~~and shall be entitled to park or be kept without the restrictions in Section (a) above,~~ subject to compliance with other provisions in this Declaration, and or in the Rules and Regulations of the ASSOCIATION not inconsistent with this Section:
- (i) Moving vans and enclosed cargo trailers shall be permitted to park or stand, but not on the grass, for the purpose of loading and unloading. However, same shall not park or stand be parked during the hours of 9:00 p.m. to 6:00 a.m. nor from 6:00 p.m. Saturday to 6:00 a.m. Monday, without prior written approval of the Association Board of Directors.
 - (ii) Vehicles, regardless of classification, necessary for the maintenance, care, or protection of the Property, during regular business hours, and only for the time period during which the maintenance, care, or protection is being provided.
 - (iii) Service and delivery vehicles, regardless of classification, during regular business hours and only for that period of time to render the service or delivery in question.
 - (iv) Vehicles mandated by any fair housing law to be allowed to be parked at the Condominium.
 - (v) A two-axle van which is not a commercial vehicle as defined above; which contains at least one row of seating beyond the first seating row; which seats a minimum of four persons; and, which contains windows around the entire vehicle.
 - (vi) A vehicle exhibiting body damage from an accident, but for no more than 60 days from the date of the accident, if written proof of the accident is provided to the Association not later than 48 hours after the damaged vehicle is located at the Condominium.
- (c) Without limiting any other restriction, no ~~Ne motor-vehicle~~ nor a Prohibited Vehicle, including, but not limited to, moving vans, boats, and trailers, shall be parked, stand, kept, or stored at any time on the grass swales or the streets within the Condominium (except for the landscaping equipment at allowed by the Association direction of the Board of Directors). ~~No vehicle shall be parked on the streets.~~
- (d) Kayaks, stand-up paddleboards, and canoes though prohibited watercraft, unless otherwise restricted by Rule and Regulation may be:
- (i) Stored if without a motor:

- 1) Under a first floor porch: without paddles; if not larger than a double kayak; if space permits and is completely and fully secured under the porch; and with written notice of storage intention to first floor Unit Owners and the Association;
 - 2) In an Owner's enclosed limited common element area; or,
 - 3) In the Owner's Unit.
- (ii) Launched from one of the Property's beaches into adjacent waters in a manner not in violation of the mangrove policy.

The owner of a watercraft stored under a first floor porch must: place the owner's name, unit number, and contact information in a visible location on the watercraft; properly secure the watercraft in a manner not to damage landscaping or other watercrafts; remove the watercraft not more than 24 hours of the issuance of a hurricane warning or hurricane watch; remove the watercraft not more than 48 hours from demand from the Association; and, provide to the Association not less than 48 hours before storage: a written copy of the notice of storage intention to first floor Unit Owners and the Association; a photograph of the watercraft; the storage location of the watercraft; and, the name and contact information of the person responsible for securing, maintaining, and removal of the watercraft. If the watercraft owner is not intending to be present or is not present during the hurricane season, then the owner of the watercraft must remove the watercraft from under the first floor porch before the beginning of the hurricane season.

- ~~(e)(d)~~ Except where safety dictates otherwise, horns shall not be operated at the Condominium ~~used or blown while a vehicle is parked, standing in or driving through parking areas and/or streets.~~ Racing engines and loud exhausts ~~are shall be prohibited. No vehicle shall be parked with motor running.~~
- ~~(f)(e)~~ No repair (including changing of oil) of a vehicle shall be made within the Condominium except for minor repairs necessary to permit removal of a vehicle. Washing or waxing of a vehicle shall not be considered as repairs under this Section 9.
- ~~(g)(f)~~ There will be times where vehicles must be removed from the parking areas to accommodate maintenance, repairs or replacement of the parking areas in the Condominium. Upon reasonable notice from the Association that the foregoing will occur, each Owner, resident, Guest and invitee shall remove their his/hervehicle for the time period requested or the vehicle will be considered improperly parked in violation of this Section 9.
- ~~(h)(g)~~ Remedy of Towing/Immobilization. If the owner or operator of an offending vehicle or Prohibited Vehicle owner does not promptly correct a violation of this Section 9, then the Association shall have the option and

right to have the vehicle or Prohibited Vehicle, item or boat towed away or immobilized at the owner's expense unless towing or immobilization is otherwise prohibited by a valid law. This applies even though the property from which the vehicle is towed is owned by or dedicated to the County.

- (i) ~~(h)~~ Alternative/Concurrent Remedies. Whether or not the Association exercises its right to have a the vehicle or Prohibited Vehicle, item or boat so towed or immobilized, the Association shall nonetheless have the right to seek compliance with the Declaration by injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the Declaration, Articles of Incorporation and By-Laws. The Association's right to tow and immobilize shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section 9.

2. BICYCLES. Declaration Article X entitled "Use and Occupancy Restrictions" Section 10 entitled "Bicycles" is amended as follows:

Bicycles, including electric bicycles: may be stored, kept or parked in a Limited Common Element carport storage room; shall not be stored, stand, kept, or parked, or charged in a Common Element, in a carport, or on a walkway; shall not be charged utilizing an Association or common element electrical outlet or supply; and, shall be stored, stand, kept, parked and charged in accordance with the Rules and Regulations adopted by the Association Board of Directors from time to time and manufacturer's specifications.

3. NOISE ABATEMENT. Declaration Article X entitled "Use and Occupancy Restrictions" Section 13 entitled "Noise Abatement" is amended as follows:

No ~~N~~noise shall be permitted to be transmitted from one Unit to another. In the event ~~of the Board of Directors of the Association~~ determines that any noise is being transmitted from one Unit to another Unit and that such noise is unreasonable, the Owner of the Unit transmitting the noise shall, at their own expense, take such steps as shall be necessary to abate the noise to the satisfaction ~~of the Board of Directors of the Association.~~ In the event the Owner of the Unit transmitting the noise fails to abate the noise, the Association Board of Directors as well as an adversely impacted Owner, may shall take such steps as shall be reasonably necessary to abate the noise. The Association shall be entitled to recover expenses incurred by the Association in the enforcement of ~~noise abatement~~ this Section 13, including reasonable attorneys' fees and costs.

4. ELECTRIC VEHICLE CHARGING STATIONS. Declaration Article X entitled "Use and Occupancy Restrictions" is amended to add a new Section 16 entitled "Electric Vehicle Charging Stations" as follows:

16. Electric Vehicle Charging Stations. Electric Vehicle Charging Stations including, but not limited to, the charging device, all attachments and accessories, all items from the meter box to the vehicle connector, and all items installed to facilitate an Electric Vehicle Charging Station's operation, whether necessary or convenient, ("EVCS") may be installed, maintained, and operated only as follows:

(a) Approval. Before undertaking any work for the installation or operation of an EVCS, the installing Owner must file an Application with the Association's Architectural Review Board and obtain the Association's written approval at least 30 days in advance of contracting and ordering, anticipating that there may be further delays because of the manner and type of installation. The Application must:

- (i) Attach a sketch showing the exact location of all installations, including:
 1. Measurements from each item to the two nearest boundaries.
 2. The electrical supply line.
 3. The meter.
 4. Which circuit breakers are to be utilized for the electrical supply.
 5. The location of the cable connecting to a vehicle.
- (ii) The Owner must retain, and the work shall be undertaken by, an electrical contractor, Florida licensed, and insured as determined by rule.
- (iii) Attach all permits and documents required for the work from the Town of Jupiter.
- (iv) Include the Owner's acknowledgement for the Owner and all successors and assigns that the EVCS electrical supply meter will be installed in the Owner unit's limited common element carport storage closet resulting in a permanent absolute prohibition of storage in that closet and that no substitute storage will be provided.
- (v) Attach a completed and executed EVCS Agreement in the form required by rule accompanied by estimated fees to record the Agreement.

(b) Insurance and Risk. The Owner must continually keep hazard and liability insurance with minimum policy coverage of \$300,000.00 per claim, naming the Association and the Association's members and management as an additional insured, and providing no less than 30 days' written notice to the Association of a change or cancellation of coverage.

- (i) Coverage shall be from a carrier licensed and authorized to do business in the state of Florida.
- (ii) The Owner must keep on file with the Association a certificate of insurance within 14 days after approval of an Application, and keep an updated certificate on file, updating no less than annually and more frequently as the Association may request.

- (iii) If there is any lapse in insurance coverage, then all work must cease, power to the EVCS must be turned off, and the EVCS not utilized.
- (iv) The Owner, Owner's tenant if any, and each user of an EVCS: holds the Association and its officers, directors, members, employees, agents and contractors ("Releasees") harmless and indemnifies the Releasees from any liabilities, claims, losses, or damages arising from, concerning, regarding or relating to the installation, operation, maintenance, keeping and removal of the EVCS, past, present and future, and whether due to the Releasees' negligence or otherwise.
- (v) The Association shall have no duty to insure the EVCS in any manner, including, but not limited to, casualty insurance. If there is casualty coverage, the Owner shall not have any right to proceeds unless approved by the Association in the Association's full and complete discretion.

(c) Expense. An Owner seeking to install an EVCS must pay for all expenses arising from, concerning, or relating to the installation, operation, maintenance, repair, keeping, and removal, including but not limited to:

- (i) All construction and permitting, even if work is to Association Property or Common Elements.
- (ii) Licenses and other governmental fees and duties.
- (iii) Electrical service to the EVCS.
- (iv) Removal of the charging station and returning the Condominium to the condition it was in before the installation commenced.
- (v) Damage resulting from installation, operation, maintenance, repair, keeping and removal of the EVCS.
- (vi) Any increase in Association expenses attributed to the EVCS installation, operation, maintenance, repair, keeping and removal, including, but not limited to, electricity, insurance, and permits. The Association may delegate the determination of an amount attributed to the EVCS to one or more Association vendors and suppliers in their sole and complete discretion.
- (vii) As may be determined by the Association, installation of a new or a supplemental electrical supply to assist in assuring that there is a sufficient electrical supply to the Condominium, including all Common Elements and Units, and anticipated EVCSs.

The Owner's payment of these expenses must be actually received by the Association within 10 days of the Association notice or demand for payment which notice or demand may require payment of an item's estimated expense in advance. Any amount that is not timely paid shall be enforced as if it were an Assessment against the Unit and the Owner pursuant to Section 718.116, Florida Statutes (2020), as well as a claim for money damages. Any Owner payment is not a bar to the Owner being required to pay additional monies for the above to ensure that the Association is not bearing any of the EVCS expense.

(d) Work. All work, including installation, maintenance, repair, and removal ("Work") must comply with all statutes, laws, regulations, codes and ordinances:

- (i) Work must be pursuant to permits and governmental permissions and be undertaken pursuant to all manufacturer specifications and requirements, and with good workmanship, including due regard to safety considerations to protect persons and property.**
- (ii) No Work shall commence or continue unless the required insurance is in full force and effect as documented by a current certificate of insurance kept on file with the Association.**
- (iii) Work must proceed with due diligence, be properly staffed, the site kept organized, safe and clean, and be completed within 21 days of commencement.**
- (iv) No Work shall interfere with electrical supply or access to any Unit or Common Element.**
- (v) The Owner shall comply with all other Association restrictions.**
- (vi) If there is a conflict, the stricter provision shall apply and restrict the Owner and the Work.**

(e) Installation. The Owner must:

- (i) Install a separate electrical service line from the power supplier's transformer to the Owner's Unit's carport storage room with a separate meter and circuit breaker panel.**
- (ii) Repair of all damaged items, including, but not limited to, paving, concrete, walls, ceilings, landscaping such that the repair is finished to match the finish of surrounding areas, and within 14 days of damage.**
- (iii) Not cut or damage walkways.**
- (iv) Install the electric service meter and electric circuit breaker(s) in the Owner's Unit's carport storage room, permanently removing and prohibiting any storage in the room.**
- (v) The EVCS box is to be mounted on the Owner's storage closest wall closest to the parking space head/stop with an integrated hook for the storage of the vehicle connection cord.**
- (vi) Comply with the following specifications:**
 - 1. Maximum: Height of 20 inches, Width of 8 inches, and Depth of 8 inches.**
 - 2. Location: Within the Owner's Unit's limited common element parking space, and on the exterior of the Unit's carport room, adjacent to the support column.**
 - 3. Style & Color: To be determined as part of ARB approval process.**
 - 4. Bearing an Underwriters' Laboratory certification.**
- (vii) Currently, the following EVCS models meet general EVCS criteria:**

1. Chargepoint Flex 40;
2. Chargepoint Flex 50; and,
3. JuiceBox 40.

An Owner may be required to remove or make changes to an installation, including, but not limited to, aesthetic requirements, signage for restrictions and duties, restrictions on cord storage and usage, and changing the type and manner of installation including, but not limited to, burying Line(s) and supplemental electrical current installation.

(f) Use. The EVCS use is limited to an "electric vehicle" as defined by Section 320.01, Florida Statutes (2020), and as may be determined by Rule and Regulation.

- (i) Use shall be strictly in accordance with the manufacturer's specifications and applicable statutes, laws, regulations, ordinance, and codes.
- (ii) Use shall immediately cease if there is any sign of wear or tear that inhibits safe use or creates a danger, or if there is a malfunction, or as required by statute, law, regulation, ordinance, code, or rule.
- (iii) Use is limited to properly licensed and registered vehicles whose operator is visiting the Owner or occupying the Owner's Unit.
- (iv) Use shall not constitute a nuisance or annoyance to other Unit Owners, residents, and guests.
- (v) No Line shall cross any walkway or paved area, except:
 1. When necessary for charging and then laid straight and flat; and,
 2. If crossing a walkway or pedestrian area then under a heavy rubber or plastic mat extending one foot in both directions from the Line.
 - a) The mat must be a high contrast color such as bright yellow or orange, covering the Line on the walkway completely, beveled, and placed to prevent any tripping or other hazard.
 - b) The mat must be monitored to ensure that mobility disabled persons are not impeded, and if so, then the cord and mat must be removed from the walkway.
 - c) The type and manner of mat use may be further regulated by Rule and Regulation.
- (vi) When not in use for charging a Line must be neatly coiled and hung on the EVCS integrated hook designed for that purpose, and the mat properly stored.

(g) Maintenance. The Owner shall maintain the EVCS in first class condition, including, but not limited to, appearance and operation.

- (i) The Owner shall inspect the EVCS no less than monthly to confirm the EVCS's condition, proper operation, maintenance, and appearance.
- (ii) If there is any malfunction or reasonably anticipated danger, then the Owner shall immediately cease use and take measures to prevent damage, and immediately thereafter notify the Association in writing, including advising of immediate protective measures, and measures to correct the situation and timing to complete which shall be with due diligence.

(h) Prohibited Conduct.

- (i) The EVCS may not be used for commercial purposes.
- (ii) During a hurricane watch and during a hurricane warning:
 - 1. The EVCS shall not be used.
 - 2. Power must be turned off at the EVCS circuit breaker.
 - 3. All EVCS components properly stored to prevent becoming a projectile.
- (iii) The following may not be used to support a vehicle's charging:
 - 1. An Association electric outlet or other Condominium power source except a dedicated Line from an EVCS meter and circuit breaker box.
 - 2. An extension cord or other Line.
- (iv) The Association shall have no duty to enforce these restrictions, including, but not limited to, someone the Owner has not permitted to park or use the EVCS or parking space.

(i) Amendment. The Board of Directors may alter, add, and reduce this Section 16 by Rule and Regulation, as amended from time to time.

(i) Definitions. The following terms are defined for this Section 16 without impacting their meanings in the other portions of the Declaration:

- (i) "EVCS" shall mean a vehicle's electronic charging device, all attachments and accessories, and all items installed to facilitate an Electrical Vehicle Charging Station's operation, whether necessary or convenient, including, but not limited to, all items from the meter box to the vehicle connector.
- (ii) "Line" shall mean a cable, a line, and a wire.
- (iii) "Owner" shall mean a Unit Owner, and that Owner's heirs, devisees, successors, and assigns.
- (iv) "Shall" is mandatory, not discretionary.
- (v) "Work" shall mean installation, maintenance, repair, and removal.

5. **PETS AND ANIMALS.** Declaration Article X entitled “Use and Occupancy Restrictions” Section 4 entitled “Pets”, is amended, amending the title to “Pets and Animals” and as follows:

- (a) No pet or other animal shall be allowed to visit, be kept, harbored, or maintained in a Unit ~~the Units~~ or within the Condominium Property, except if the animal is a service or assistance, including emotional support, animal (“Animal”) for which a reasonable accommodation has been granted by the Association in writing;
- (b) The Unit’s Owner and the Animal’s owner shall ensure that the Animal is kept, harbored, or maintained in the Unit or within the Condominium Property as follows:
- (i) In compliance with Palm Beach County Animal Care and Control Ordinance, including, but not limited to, having the Animal timely vaccinated and licensed;
- (ii) In a clean, safe, and sanitary manner, including, but not limited to:
1. Not creating odors, and infestation of insects or vermin;
 2. Not carrying insects, including, but not limited to, fleas and flies; and,
 3. Proper removal of the Animal’s solid waste and litter, secured in a sealed non-grocery plastic bag, and properly disposed of with the Unit’s trash.;
- (c) When the Animal is outside of the Unit:
- (i) The Animal shall:
1. Be on a leash no greater in length of 8-feet and under the control of a responsible individual, or carried in hand, carried in a closed carrier, or in a closed vehicle;
 2. Not charge, bite, or attack an individual or other animal;
- (ii) The Animal’s owner, the Unit’s Owner, and any other individual controlling the Animal shall:
1. Not allow the Animal to damage or harm another person or animal, and take special care to protect from the Animal individuals fearful of the Animal, and individuals unsteady on their feet, including individuals using an assisted walking device (walker, cane, crutches, etc.), or wheelchair, including, but not limited to, maintaining the Animal at a distance no less than 6 feet from the individual;
 2. Protect individuals allergic to the Animal’s hair, fur, or dander, including, but not limited to: maintaining the Animal at a distance no less than 6 feet from the individual; not brush or groom the Animal outside of the Animal’s owner’s Unit or the Owner’s Unit; dispose of the Animal’s hair or fur in a sealed plastic bag with the Unit’s garbage; keep the Animal

- clean, including, but not limited to, regular bathing; removing the Animal's hair or fur from the Common Elements, including but not limited to, an elevator;
3. Upon the request from any individual who is fearful of or allergic to the Animal, not occupying the elevator at the same time as that individual;
 4. Not allow the Animal to urinate or defecate outside a Unit, except only: on the grassy area directly behind the Building the Animal's owner's Unit is located; but, not between any Building and the Building's carport, not in the courtyard area, not on a paved or hard topped area, and not in another area designated by Board of Directors by Rule and Regulation;
 5. Not allow the Animal to damage any property other than property owned by the Owner of the Unit in which the Animal is kept or is visiting, excepting portions of the Unit to be maintained or repaired by the Association, including, but not limited to, no damage to walkways, grass, plants, and landscaping;
 6. Be jointly and severally liable for damage caused by the Animal to: any person; animal; property outside of the Animal's owner's Unit or the Owner's Unit; and property maintained or repaired by the Association.
- (d) The Animal owner, the Unit's Owner, and any other individual controlling or responsible for the Animal shall not allow:
- (i) Excessive barking or noise by the Animal, including, but not limited to, continuous barking or noise for more than five minutes, heard outside of the Unit in which the Animal is located; or,
 - (ii) Another animal to be kept, harbored or maintained in the Unit in which the Animal is kept or visiting, including, but not limited to, any puppy, kitten, or offspring of the Animal.

6. ALTERATION. Declaration Article X entitled "Use and Occupancy Restrictions" Section 14 entitled "Exterior" is amended as follows:

No changes shall be made to any portion of the exterior of the Building or to the Common Elements or which is visible from the exterior of an Unit, including without limitation; the color of any exterior window, door, storm or hurricane shutter, glass or screen of a Unit or floor covering of any balcony or terrace; ~~;~~ ~~or~~ screening of open balconies or terraces; and doorbells with or without cameras, except with the prior written consent of the Board of Directors and the Association and Property Owners Association. The Owner requesting the Board's approval shall submit an application with supporting materials, including, but not limited to,

drawings(s) of the desired improvement, measurements, color, photograph, in the form(s) as the Board and Association shall reasonably require.

7. **DOORBELLS.** Declaration Article X entitled “Use and Occupancy Restrictions” is amended to add a new Section 17 entitled “Doorbells” and as follows:

17. Doorbells. A doorbell with or without cameras located on the exterior door or the exterior wall of a Unit, is not a fixture, and:

- (a) Must be:
 - (i) Maximum height: 6.5 inches;
 - (ii) Maximum width: 2.75 inches;
 - (iii) Maximum depth: 2.5 inches;
 - (iv) Front Colors: Satin nickel, silver, black, bronze, or white;
 - (v) Location: Installed in the same location of the current doorbell;
 - (vi) Approved in writing by the Association and the Property Owners Association before installed; and,
 - (vii) Maintained, repaired, and replaced by the Unit’s Owner.
- (b) Must not be decorated.
- (c) The Unit’s Owner is responsible for the removal and replacement, including cost, incident to the Association performing its maintenance or repair to the exterior door or exterior wall.

The Board of Directors may alter, add, and modify the restrictions in this Section 17 by Rule and Regulation, as amended from time to time.

8. **MANGROVES.** Declaration Article X entitled “Use and Occupancy Restrictions” is amended to add a new Section 18 entitled “Mangroves” and as follows:

18. Mangroves. No person shall cut, trim, harm, or remove the mangroves located on or adjacent to the Condominium Property or the Property’s shoreline. Without limitation to other remedies in this Declaration and permitted by statute, law, regulation, ordinance, and code. Any person cutting, trimming, harming, or removing a mangrove shall be liable for any damages, including, but not limited to, fees, fines, and the expense to restore the mangrove area, the enforcement of which shall be as if the expense is an Assessment against the Unit owned, occupied or visited by that person.