

**Schedule “RR” – Rules and Regulations
To By-Laws of
Somerset at Abacoa Condominium
Association, Inc.
Jupiter, Florida 33458**

The Board of Directors - Somerset at Abacoa Condominium Association, Inc. \ Adopted: 02/2004

Revised 10/2012 Approved by Board.

Revised 12/2013 Approved by the Board of Directors.

Revised 06/2015 Approved by the Board of Directors.

Revised 03/2024 Approved by the Board of Directors

These Rules and Regulations can be found on the community portal via the following URL:

<https://www.somersetatabacoa.com>

Introduction

Condominium living is a unique concept and way of life; this may be your initial experience. As a resident, whether a previous condominium dweller or a new condominium resident, you are welcome to Somerset at Abacoa Condominiums.

The Rules and Regulations were created based on previous misunderstandings at this and other condominium communities. They are to help all of us work together to have a neighborhood of respect and cooperation. As a resident, you are invited to suggest changes, deletions, and additions to the Rules and Regulations. You may do this in writing through the Board and/or at a Board of Directors meeting.

Maintenance Fees

Maintenance fees are due and payable on the first of the month of each quarter. Checks are to be made payable to: Somerset at Abacoa. Alternatively, you can make payment via the Management portal.

In an effort to avoid potential late fees, automatic deposits are encouraged. You are strongly encouraged to use ACH or any electronic check deposit that your financial institution may use.

1. The Association has a 30-day Notice of Late Assessment (NOLA) policy. Unit owners will receive a 30-day notice of late assessment and those accounts that are not brought current will go to the attorney for collections.

Occupancy

1. Units shall be used for residential purposes only. The maximum number of occupants shall not exceed the number allowed by town, county, and state regulations.

2. Each owner, tenant and occupant of a Unit must carefully review the Declaration of Condominium of Somerset at Abacoa, A Condominium ("Declaration"), the By-Laws of Somerset at Abacoa Condominium Association, Inc ("By-laws") and the Rules and Regulations for occupancy and use restrictions. In addition, each owner, tenant, and occupant must be registered with the Association. For reference, these documents can be found on the Association portal. <https://somersetatabacoa.condosites.net/>

3. No subletting by tenants is permitted, and Unit Owners are prohibited from renting out anything less than the entire Unit (i.e., no renting of rooms).

Use

1. No improper, offensive or unlawful use shall be made of any Unit, the Condominium Property, or of the Common Elements or any part thereof.

2. All laws, zoning ordinances and regulations of all governmental authorities having jurisdiction shall be observed.

3. No resident shall permit or have anything done to or kept in his/her Unit which will increase the rate of insurance on the Condominium Property.
4. No resident will obstruct or interfere with the rights of other residents or annoy them with unreasonable noises, smells or otherwise.
5. No resident shall commit or permit any nuisance, or illegal act in or about the Condominium Property.
6. No commercial business, trade, or profession of any type shall be conducted by any resident from within any Unit or the Common Elements in the Condominium without the prior written consent of the Association. However, home-based businesses which do not impact the residential character of the Condominium (e.g., no visits by clients, customers, employees, or excessive deliveries or traffic, excessive parking spaces) shall be permitted.
7. The Association has the authority to change and proclaim Rules and Regulations governing the manner, method and to what degree additional uses other than noted in this document may be permitted.
8. The Association may revoke and/or suspend the granting of any additional permitted use, when in the Association's opinion the use has become excessive and/or violates the residential character of the Condominium.
9. The use of all Common Elements is governed by the Association governing documents and Rules and Regulations, and they may be amended from time to time by the Association.
10. Common Elements and Limited Common Elements shall only be used for the purposes intended.
11. Common Elements shall not be used for the hanging of garments or other objects or for the cleaning of rugs or other items.
12. Common Elements and Limited Common Elements shall not be obstructed, littered, defaced, or misused in any manner.
13. Plumbing:
 - a. Toilets and other plumbing shall not be used for any purposes other than those for which they are constructed.
 - b. No sweeping, rubbish, rags, or other foreign substances shall be thrown in the toilets.
 - c. The cost of any damage resulting from misuse shall be borne by the person causing the damage and, in the case of guests, by the resident who invited the guest onto the Condominium property.
 - d. See Governing documents, Declaration of Condominium, Maintenance and Repairs for full disclosure.
14. No climbing on any Association columns, structures, or walls.

Apparatus and Alterations

1. Architectural Change Requests must be submitted when any interior or exterior construction is contemplated. Work cannot commence until Association Management and Board approval is secured.
2. No flammable, combustible, or explosive fluid, chemical, or substance shall be kept in any unit, on balconies, storage units, or garages.
3. All residents must store propane gas tanks and use barbecues in compliance with all regulations of Palm Beach County and the Town of Jupiter, as they may be amended from time to time. Violations are subject to fines.
4. Patios/Balconies and Enclosures: a. No cooking of any kind on the balconies or patios. b. Playing TV, radio, and stereo at a loud volume, or the causing of any loud noise after 11PM or before 7AM is prohibited c. No hosing of balcony floors; wet mop only; no water is to drip over the edges.
5. The unit owner is responsible for any and all costs of damage to the patios, balconies, railings, screens, wall paint, light fixtures, etc. All repairs/changes must be handled with the approval of the Association in order to conform to the building architecture, color, materials, etc.
6. Hallways and Stairs: a. No food or beverages is to be consumed in these areas. b. No smoking in hallways and stairs. c. No running, rowdiness, biking, skateboarding, playing, or loitering in these areas.
7. No advertisements, or notices shall be exhibited, displayed, inscribed, painted, or affixed to any part of the unit, condominium, and/or property, unless approved by the Association. The exception is the Community Bulletin Board located near the Mailbox area.
8. No signs of any kind shall be displayed to the public view on any Unit or in any window except for approved "FOR SALE" and "FOR RENT" signs. Contact the Property Manager for signage restrictions, which may include limitations on the size of any approved signs.
9. The sidewalks, entrances, passages, vestibules, walkways, etc. and all of the common areas must not be obstructed. a. Trash and cigarette butts are to be properly disposed. b. No skateboarding, bicycles, electric (scooters and bikes), roller skating, scooters, or similar activity is permitted on the clubhouse steps/walkways, porch, or in the pool and playground areas. c. Passageways must be clear and unobstructed at all times. Storage of personal items must be kept within the residence or storage areas.
10. Each resident who plans to be absent from his/her unit during hurricane season must prepare the unit prior to departure by removing all furniture and other objects from the patio/ balcony. Hurricane shutters may not be erected until a storm watch or warning is announced; Shutters shall be taken down no later than two (2) weeks after a Hurricane or Storm has passed.
11. Except for emergencies, no resident shall perform or cause to be performed any work in the unit that involves hammering, drilling, sawing, or the use of noisy tools or machinery except between the hours of 8:00 AM and 6:00 PM, Monday - Friday, and 10:00 AM - 5:00 PM Saturday. No work is permitted on Sundays.
12. Inflatable play equipment is not permitted in the common areas of the Association.

13. No awning, porch screening, canopy, decorative shutters, or other protection shall be attached to or placed upon the outside walls/windows/doors. Permanent accordion type hurricane shutters may be permanently affixed after submitting an Architectural Change Request and receiving Board Approval.

14. Floor covering changes require that an Architectural Change Form be submitted to and approved by the Association Board.

15. All window coverings viewed from the exterior of the buildings must be white or off white, to maintain a uniform appearance.

16. Decorations: a. Holiday decorations may be displayed within the immediate area of a residence for a reasonable period of time (30 days prior and 30 days after) surrounding the holiday. b. All decorations shall be temporary, and no permanent decoration may be affixed to the unit or property. c. The American flag may be displayed at all times. Military flags may be displayed on the days each Branch of service is commemorated, as set forth in the Condominium Act. Residents are permitted to display those flags that are permitted by the Condominium Act, as amended from time to time. All flags shall be no larger than 4.5 (feet) by 6 (feet).

17. Bicycles must be stored ONLY in the residents' storage area, in their unit, or in the bike racks provided in the common areas. Baby strollers and dog strollers are not permitted in the bike racks. If a bike in a rack appears to be inoperable or in poor working condition, the bike will be removed and stored for 30 days in the maintenance garage. After 30 days, the bike will be disposed of unless claimed by the rightful owner.

18. Garbage and trash must be placed in a sturdy plastic bag and tied prior to being placed in compactor. At NO time is trash to be placed on the floor of the compactor area. After placing the trash in the compactor, close the door and push the start button. If the compactor is full, take your trash to the Jupiter SWA Home Chemical and Recycling Center off Military Trail, or such other replacement location. No trash items should be left outside a front door at any time.

19. Any large personal items (electronics, mattresses, furniture, TV, large boxes) must be taken by residents to the Jupiter SWA Home Chemical and Recycling Center off of Military Trail, or such other replacement location. Violators will be fined \$100 per item for failure to comply with the trash/garbage rules. If boxes are placed in the compactor, it is expected that box should be broken down into piece parts prior to placement in the compactor. Optionally, residents who wish to recycle can also drop their recyclables at Jupiter SWA Home Chemical and Recycling Center off of Military Trail, or such other replacement location.

20. Outside Pest Control is provided by the Association. Interior Pest Control for the interior of the Unit is the responsibility of the owner.

21. Unit owners are entirely responsible for maintenance and repairs within their units. Residents are liable for damage to Condominium property caused by any maintenance, repairs, or failure to maintain by the unit owner.

22. Smoke detectors are required in each unit.

23. Dryer vents must be regularly checked for blockage and cleaned. Any expense to clean the vent is the responsibility of the unit owner.
24. Inadvertent audible alarms associated with unit security systems must be addressed in a timely fashion. If the unit owner is not present, the Association has the right to enter the unit to silence the alarm. The unit owner has the responsibility to ensure that the management office has a key to the unit.
25. Several buildings have access to a common building attic only through one unit in the middle of that building. In the event of an emergency or a maintenance event requiring access to the attic, the impacted unit owner is required to provide access.
26. For all AC and Hot Water Heater replacements, unit owner must submit an Architectural Change Form application for Association review and approval. The contractor must be licensed and insured, must obtain a building permit, and provide proof of inspections.
27. Key lock boxes are only permitted to be hung on the owners door and not on any Community property – like the stairwell.
28. Sprinkler heads inside of each unit are not to be painted at any time.
29. Fire Alarm chimes and/or horns, including all fire equipment, are not to be covered or restricted.

Association

1. No resident of a unit shall direct, supervise, or in any manner attempt to assert any control over any contractors or employees of the association nor shall he/ she attempt to send any such employees on private business of such resident; such employees are to be directed only by the Board and/or management personnel engaged by the association.
2. Condominium Act 718.111(5) states that the Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association or as necessary to prevent damage to the common elements or to a unit. Accordingly, all residents/owners are required to provide a pass-key to the Unit to the property manager. The pass-key will be used only for emergencies. Remember to keep the key current if you change the locks. Should a resident fail to provide such a key, the Association shall have the right to enter for the purposes provided herein and under the Declaration. Should the locks need to be changed, all expenses will be charged as an assessment to the unit owner.
3. There shall be no solicitation of any kind for any purpose whatsoever.
4. Only registered unit owners are permitted to attend Board of Director and membership meetings.

Purchase of Units

1. A purchase application must be submitted and completed for Association compliance approval with all requested documentation and application fees. These documents must be submitted to the management company for processing.

2. Sellers must provide the buyers with a copy of the complete Condominium Documents (By-Laws, Articles of Incorporation, Declaration, and Rules and Regulations).
3. If a unit owner changes the deed (change of ownership), they must provide the deed, mailing address, email address and phone number to the Management office.
4. The Declaration of Condominium allows for owners to transfer or assign a parking garage, but only to another unit owner. If a unit owner transfers or assigns a garage, they must notify the Management office.

Renting/ Leasing Units

1. Lease Periods: a. A condominium must be leased for a period of not less than (7) consecutive months. In addition, the unit cannot be rented/ leased more than 2 times per calendar year. b. Owner must renew lease on a YEARLY basis.
2. No sub-leasing of the unit, inclusive of a room or any portion of the unit other than the entire unit, is permitted.
3. Tenants are to pay rental fees directly to the Management Company IF the owner becomes delinquent in his/her payment of Condominium Association fees. The tenant and owner will be notified if this action is required.
4. No interview, background check and/or credit check is required by the Association per the governing documents, unless amended at a future date.
5. All Lease applications and/or Renewal Lease applications must be fully completed and submitted to the Management Company for processing with all requested documentation on the application checklist.
6. All leases are subject to the terms and conditions of the Condominium Documents. Should a renter be evicted for violations of the Rules and Regulations, the Owner will be responsible for all legal costs.
7. The Association requires a record of all occupants of the unit.

KEYS

1. The Association must retain a key and/or access code to all condominiums, garages and storage units in the event emergency access is required. If no key is available, a lock smith will be retained at the owner's expense. The Association has experience with water intrusion, smoke, and alarm issues that we cannot address if the owner and/or keys/access codes are not available.
2. Replacement of Clubhouse and Pool access cards are available for purchase.
3. Mailboxes are assigned and lost mailbox keys are the responsibility of the unit owner. Mailbox locks should be replaced by any new owner and the cost is the responsibility of the owner.

Parking

1. Blocking parking areas is prohibited. The blocking of driveways impedes Police and Emergency vehicles.
2. Parking is permitted only in designated areas.
3. Recreational vehicles, motor homes, trailers, campers, commercial vehicles, boats, or canoes, on or off trailers, are prohibited from parking or being stored unless approval is given by the Board.
4. All vehicles must be registered and in running condition.
5. Loud mufflers, tire burn-outs, racing of engines, horn blowing, or any unnecessary noise and disturbances are prohibited.
6. There shall be no staying or sleeping overnight in any vehicle at any time.
7. Commercial vehicles may be in the parking lot ONLY while servicing a unit or building. Except for emergencies, time is not to exceed 10 hours, and shall be from 8:00 AM-6:00 PM, unless approved by the Board.
8. No major mechanical repair, alterations, body, and/or painting work shall be performed on any vehicle while parked on the property.
9. Any vehicles occupying an unauthorized space or improperly parked will be removed at the vehicle's owner's expense. Illegal vehicles will be towed at the owner's expense.
10. Vehicle washing shall be done at the maintenance shed only, located on 110 Saleesa Drive. At no time are community residents permitted to wash their vehicles or use a 3rd party mobile detailing firm on community property – other than at the maintenance shed.
11. No garage shall be used or converted for business or pleasure activities. The garage is not to be utilized for any purpose that prevents the parking of a vehicle within said garage.
12. Moving and storage PODS are permitted, only with the approval of the Board.
13. If a moving truck is required, it should be scheduled for the day of the actual move. If the truck is required prior to a move date, Board approval is required. If a moving truck is approved for overnight, the truck should be parked in the areas near the dumpster. The above provisions are not intended to deny parking, for reasonable and necessary periods, vehicles which are in the process of providing services to residents of the association.
14. Residents must park vehicles in the direction of the flow of traffic.
15. Handicap parking spaces are designated for those vehicles with a handicap permit only.
16. There is a designated spot for USPS in front of the mailboxes. No one should park in this space.
17. Car rental businesses (like Turo) are not permitted to operate on Community property.

Playground

1. All persons using the playground do so at their own risk. NO LIABILITY IS ASSUMED BY THE ASSOCIATION

2. The playground is for the use of residents and their visiting guests.
3. Children are the direct responsibility of their parents or guardians.
4. The playground equipment is for age 12 and under. The playground see-saw is for age 2 yrs. to 4 yrs.

Club House

1. The large social room is available for community residents to rent on weekends only – no Holidays (pool area is excluded). Contact the management representative to reserve and rent.
2. Please refer to the Club House rental rules for other restrictions.

Pool

1. All persons using the pool do so at their own risk; NO LIABILITY IS ASSUMED BY THE ASSOCIATION.
2. The pool is for the use of residents and their visiting guests – limit 4 guests per household.
3. Infants and children of diaper age must wear swimmies.
4. Pool furniture must be protected from oils, creams, etc., by a towel.
5. Swimsuits are required in the pool. Cut-off jeans/shorts are not permitted in the pool.
6. Food and Drink: a. Food and drink are not allowed within (four) 4 ft. of the pool. b. Glass containers are not allowed in the pool area.
7. The lifesaving poles and rings should only be used in emergency situations.
8. No playing of radios, TV, MP Players, I-Pods, beyond a reasonable noise level.
9. Persons under the age of 13 must be accompanied by an adult.
10. Pool area furniture is not to be removed from the pool area. Intended use only – sitting or lying down.
11. Ocean salt, sand, and tar are to be removed before entering the pool and pool area.
12. Shower before entering the pool.
13. State law requires gates to the pool be closed at all times.
14. Electronic Card replacements are available for purchase. Please contact the Management company.
15. Pool cleaning, maintenance and certifications are maintained by a professional pool cleaning company.
16. The pool is open from dawn to dusk.
17. Pets are prohibited in the pool area.
18. No bicycles, skateboards, scooters, electric bikes, electric scooters or similar equipment are allowed in the pool area.

19. No smoking permitted in the pool area. The smoking section area is located at the tables located in the clubhouse lanai area.
20. No jumping or diving off the pool planters.
21. No climbing on or over the pool gate.
22. Pool suitable toys only, i.e., Nerf-type only. Regulation footballs or baseballs are not permitted. Skim or boogie boards represent a hazard and are not permitted, unless they are used solely as a flotation device.

Workout Room

1. Use at your own risk.
2. NO LIABILITY IS ASSUMED BY THE ASSOCIATION.
3. Persons receiving medical treatment should consult with their physician before using the equipment.
4. Persons under the age of 16 years must be accompanied by an adult.
5. No food or drinks other than water are allowed in the workout area.
6. Proper attire is required, including appropriate shoes and shirts. Persons under the influence of alcohol or drugs are prohibited.
7. Notify management of any injuries.
8. Report broken or malfunctioning equipment to management.
9. Wipe equipment after each use.
10. NO animals in the building.
11. No horse play or rough housing in the workout room.
12. All equipment is to be used as designed. Dropping dumbbells or weights on the floor is not permitted. Free weights must remain in the designated room.
13. Users shall respect others and use equipment for no more than 30 minutes if there are others waiting.
14. Management has the right to restrict or deny the use of the facility to anyone violating these rules of use.
15. Window blinds in all Clubhouse and Fitness rooms should not be raised. Adjusting the slats is permissible.

Pets

1. Owners may only have two pets per unit.
2. The weight restrictions for pets are 45 pounds per pet adult weight.

3. Owners must furnish copies of veterinarian records showing pets have received and are up to date on all necessary vaccinations.
4. Only Dogs and Cats are permitted in addition to small household pets.
5. All pets must be registered with the Board of Directors/management representative prior to bringing on the property. Guests with pets must receive prior approval by the Association.
6. Pets must be non-aggressive breeds; no Pit Bulls, American Staffordshire Terriers, Pit Bull cross breeds, Rottweiler's, or similar breeds.
7. Cats MUST be contained in the unit in the interior of the owner's unit
8. CATS AND DOGS MAY NOT BE ALLOWED TO ROAM FREELY ON THE OUTSIDE OF UNITS. THERE IS NO OPEN AREA FOR DOGS AND/OR CATS TO EXERCISE IN SOMERSET. If any animal is allowed to roam without a leash, animal control may be called, and the pet may be banned from condominium property.
9. Pets may not be tied or leashed anywhere on the property (except for the use of a leash in walking the pet).
10. All solid pet waste is to be picked up by the owner immediately, properly disposed of in a plastic tie bag and placed in the provided containers or in the compactor.
11. Pets are NOT allowed in the pool area or club house.
12. Pets SHALL NOT be left unattended on a patio/balcony or outside the units for any extended period of time when the unit owner is not present in the unit.
13. No pets will be permitted for any renter/tenant or non-owner residents. Any existing renter/tenant or nonowner resident with pet(s) will be grandfathered providing an existing pet was registered with the Property Management Company on or before December 30, 2013, and weighs less than 45 pounds adult weight per pet. (Unless a larger pet was registered prior to 5-31-12)

Violations of Rules and Regulations

1. Initially, the offending resident shall be advised of the violation in writing by the Property Manager.
2. A violation may, at the discretion of the Board of Directors, result in remedial measures as prescribed in the "SOMERSET Declaration of Condominium," as provided herewith.
3. The Association is responsible for the enforcement of the Rules and Regulations. The Board is empowered to levy monetary penalties as per Florida Statute 718 against a unit owner.
4. If there are three or more violations by a renter/tenant, the Association reserves the right to deny the renewal lease.
5. Noise nuisance by pets will not be tolerated and subject to a violation.

Extended Absence from Unit

1. Advise the Association of contemplated absence period.

2. Shut off the hot water heater at the breaker box.
3. Shut off main water to the unit
4. Bring in patio/balcony furniture from a non-enclosed patio/balcony.
5. Arrange for someone to install hurricane shutters should the need arise.
6. Air conditioning MUST be kept on to avoid mold. Set at 80 degrees or lower.
7. Arrange for someone to perform periodic (bi-monthly) inspections of the unit.

Waste Management

1. All trash is to be placed inside the dumpster. Use a plastic or paper bag for all garbage. The dumpster doors must be closed after each use. DO NOT place items in the dumpster that are not general waste. If you choose to recycle, or have larger items for disposal, please use SWA located at 14185 Military Drive, or such other replacement location.

AC and Common Drain Lines

1. Each unit owner is responsible for ongoing maintenance of the AC drain line. It is recommended that the AC drain line be checked, cleaned, and cleared of any blockage by a 3rd party at least every 6 months.
2. See Governing documents, Declaration of Condominium Maintenance and Repairs for full disclosure.

Electric Vehicles & Power Consumption

1. All residents must register their electric vehicle with the Association. Prior to installing an electric vehicle charging station, the vehicle owner must submit a request via an Architectural Change Form for Board approval. The electrician must be licensed and insured. The owner must comply with all requirements stated in 718.113, as amended from time to time.
2. Any unit owner with an electric vehicle must install an electric outlet in the garage that is dedicated and separate from the outlets available in the unit and garage. The existing garage electrical outlets are common elements that are paid for by the Association. The unit owner is responsible for the cost of the separate outlet, the electricity, and the ongoing expense. Once work is completed, unit owner must provide affidavit of compliance - signed by the electrician.

Flat Roof Access

1. All flat roof hatch access will be locked.
2. All vendors who want to access the flat roof will need to come to the office to sign out the roof access key and submit before and after photos to management.
3. A unit owner must submit an architectural change form for AC unit replacements.

Balcony Railings

1. Residents may not remove the balcony railing to accommodate access for furniture delivery. The Association cannot assume the liability for this safety concern.