

# **JANSEL COURT CONDOMINIUM (JCC) RULES & REGULATIONS**

09-18-2025

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## **RULES AND REGULATIONS**

### **1 – INTRODUCTION**

Jansel Court Condominium (hereafter “JCC”) is a condominium property, and as such, Rules and Regulations for the common good of Residents exist to support the safety, health, and security of the individuals. These rules also protect property and end nuisances that are contrary to standards of good conduct.

The following Rules and Regulations are designed to make living at JCC pleasant and comfortable for everyone. In living together, each of us not only has certain rights but also certain obligations to other Owners and/or Residents. We must remember the restrictions we impose upon ourselves are for our mutual benefit and comfort. Our community is only as good as we contribute to its success. Graciousness is a very delicate balance of consideration for others and being tolerant.

### **1.1 – LAWS, BYLAWS, RESOLUTIONS AND RULES**

Following is the list of the laws, bylaws, resolutions, and rules that apply to JCC.

1. The Laws of the Bahamas
2. The Bahamas Condo Act, known as the “Law of Property and Conveyancing (Condominium) Act.”
3. JCC Bylaws and the 1975 Bylaws Amendments
4. JCC AGM Resolutions
5. JCC Board Resolutions
6. JCC Rules and Regulations
7. JCC Policies & Procedures

These are in chronological order and the higher-level law or resolution in the hierarchy supersedes the lower ones, meaning, for example, that the Bahamas Condo Act supersedes the JCC Bylaws.

**If necessary, the Board of Directors may by resolution amend these Rules and Regulations from time to time and notice of any such change shall be given in writing to the Owners.**

### **1.2 DEFINITIONS**

**Owner** – A person or persons who own a JCC Unit. Corporation-owned units must register a primary resident with JCC.

**Board** – The Board of Directors consisting of seven (7) elected administrators.

**Tenant/Lessee** – A person who is renting a Unit from an Owner. All Tenants must register with JCC. Tenancy begins once JCC approves a rental application.

**Guest** – A person, other than an Owner or Tenant, living in a Unit, and paying no compensation of any type to the Owner or agent. All Guests must register with JCC. A registered guest is allowed to be on the premises without the accompaniment of the owner or tenant.

**Resident** – Owners, Tenants and Guests occupying a JCC Unit.

**Visitor** – A person visiting a Unit while the Owner, Tenant, or Guest (who is registered with JCC) is present in the Unit. The Resident must authorize all residents. Visitors include servants, agents, and employees of the Resident.

**Registration** – The process of approval of the application to buy a Unit, to lease a Unit to a Tenant, and to register a Guest as defined here.

**Unit** – The condominium apartment owned by one or more Owners.

**Administration Fees and/or Service Charges** – Fees invoiced by HHT to address and/or remediate to specific non-common event(s), situation(s), Bylaw and/or Rules and Regulation infringement(s) for which specific Unit Owner(s) is/are responsible for and are not part of the common fees assumed by all owners.

**Legal Fees** – Fees charged to JCC by the JCC Attorneys for addressing, advising, and/or taking legal actions on the behalf of JCC.

**Prevailing Hourly Rate** – Employee hourly rate plus 40% for fringe benefits and administration costs.

### **1.3 COMMON AREAS**

**a) EXCLUSIVE COMMON AREAS** . The swimming pool and the surrounding deck, the laundry and the community room are for the exclusive use of the Residents. JCC oversees the operational management and oversight of the areas.

**b) GENERAL COMMON AREAS** consist of are the garden, the walkways, the stairways, and the lobbies. JCC oversees the operational management and oversight of the areas.

**c) SINGLE USE AREAS.** The balconies are for the exclusive use of the unit owners. It is the OWNER RESPONSIBILITY to upkeep this area.

## **2 – UNIT SALE**

### **2.1 – SALE OF JCC UNITS**

All Unit sales transactions must be following the JCC Condominium Declaration and all applicable Laws.

#### **Listing**

a. When Owners list their Unit for sale or lease, they must provide JCC office with the name of the listing agent.

b. An open house for the purpose of showing the Unit is prohibited.

c. No for sale sign may be displayed on the premises.

d. If you wish to advertise your unit on the JCC website, you can obtain the instructions for doing so from the JCC office. The instructions are also available on the JCC website.

e. The seller must give the prospective purchaser a copy of the condominium documents, By-laws, Rules, and Regulations, before a purchase approval application is submitted to JCC.

### **Sale/Purchase transaction**

- a. All Purchases of JCC Units must be pre-approved in writing by the JCC Board of Directors.
- b. The JCC office will provide a prospective new Owner with the Purchase Approval Procedure and Application form which is also available on the JCC web site (Janselcourt.net/Governing Documents). It should be filled out and signed by the proposed new Owner(s), then must be sent by the present Owner(s) to the JCC Office for approval by the Board of Directors.
- c. A processing fee must accompany the application. This fee is not refundable.
- d. If the ownership is to be in the name of more than one person, documents will be required for all people. All Residents who will occupy the Unit must submit all required documents. No applications will be approved without these.
- e. The approved purchaser must supply the JCC office with a true copy of the deed as recorded in the Bahamas Registry of Records and or confirmed letter from Attorney within thirty (30) day of closing. (Proof of Ownership)

### **Occupancy**

- a. No potential purchaser may occupy the Unit prior to the approval of the Board of Directors and closing.
- b. New Residents, before occupying Units resulting from resale, lease, or rental, must notify the JCC Office upon arrival.

## **3 – UNIT RENTAL**

### **3.1 – RENTAL OF JCC UNITS**

- a. All JCC Unit rentals must be pre-approved in writing by the JCC Board of Directors.
- b. The JCC office will provide prospective Lessees with the Rental Approval Procedure and Application form which is also available on the JCC web site (Janselcourt.net/Governing Documents). It should be filled out and signed by the proposed new Lessee(s), then must be forwarded by the present Owner(s) or agent to the JCC Officer for approval by the Board of Directors allowing a minimum of one week to verify and check references.
- c. A processing fee must accompany the application. This fee is not refundable.
- d. No for lease sign may be displayed on the premises.
- e. If you wish to advertise your unit on the JCC website, you can obtain the instructions for doing so from the JCC office. The instructions are also available on the JCC website.

- f. If the Unit is to be occupied by more than one person, documents are required for each person. All Residents who will occupy the Unit must submit all required documents. No applications will be approved without these.
- g. A copy of the lease must be filed with the application for approval.
- h. JCC will provide the Lessee(s) with a copy of the JCC Rule and Regulations that he/she must sign.
- i. No potential Lessee is to occupy any Unit prior to approval of the JCC Board of Directors.
- j. No Unit may be sub-leased by a Lessee without the expressed written approval of the Board.
- k. JCC prohibits dual usage of JCC property and public areas by Unit Owners and Tenants.
- l. Owners/Lessees are financially responsible for any damage caused by themselves, their children, or their Guests.
- m. Any Owner leasing Unit without approval from the Board of Directors is subject to legal action.
- n. All Lessees are subject to and must abide by all the terms and conditions of the Bahamas Condo Act, the JCC Bylaws and the JCC Rules and Regulations and are subject and liable to corrective and legal actions taken by JCC. Unit Owners stay responsible for all corrective and legal actions taken by JCC and the actual damages assessed because of the actions of Lessees of their Units.

#### **4 – OWNERS PRIVILEGES**

##### **4.1 – THE JCC BOARD OF DIRECTORS**

The Owners elect the JCC Board of Directors annually by secret ballot to manage JCC's affairs according to its Laws and Bylaws. Service on the Board is strictly voluntary, and Board members receive no compensation for their services. When not taking part in Board activities, each Board member is entitled to the same access to the facilities and privacy as all Owners.

The Board's responsibilities encompass overseeing the premises, formulating budgets, establishing Rules and Regulations, recruiting personnel, and entering into agreements with service providers, including attorneys, accountants, engineers, and contractors. In other words, the Board deals with short and long-term policy issues, such as legal disputes and governing policies. The Board is also responsible for the fiscal affairs of JCC, including the determination of and collection of all maintenance and other fees and the expenditure of those fees for all necessary services.

Volunteerism is encouraged. There is always a need for Residents to become involved in the operation of a condominium, particularly those who have ability in the areas of law, management, accounting, plumbing, engineering, electrical and construction.

## **5 – OWNERS OBLIGATIONS**

### **5.1– OWNERS RECORDS**

To properly administer JCC, the JCC administration must keep up to date records on each Unit and its Residents. The Owner's Profile form and the Tenant's Profile form can be obtained from the JCC office, they are also available on the JCC website (Janselcourt.net/Governing Documents). It is therefore important as well as an obligation for all Owners and Tenants to supply this information to the JCC office promptly when changes happen.

### **5.2 – OWNERS & JCC UNIT RESPONSIBILITIES**

At JCC, like in most condominium complexes, **the Owners are responsible for:**

1. Whatever is found, in terms of improvements, fixtures and content, in the Unit space inside the gypsum board walls, the gypsum board ceiling and the concrete floor,
2. the inside and outside doors, windows, and frames,
3. all cabinets, including kitchen and bathrooms cabinets,
4. the inside and outside air conditioning Unit components,
5. the hot water \*heater,
6. the plumbing and plumbing accessories on the Unit side of the gypsum walls and the concrete floor, and the main water supply shut-off valve, \*\*
7. the electrical fixtures including the circuit breaker panel,
8. the AC units,
9. any other appliances and improvements specific to their Unit,
10. any private balcony flooring, screens, shutters, personal fixtures, and other balcony items,
11. any Owners' or Residents' vehicle, and any item found or stored on the property,
12. any damage to neighboring units resulting from the water leakage of their water heater and other plumbing accessories.

**Note:** *Conventional water heaters must be replaced every 12 years and must be fitted with a drain pan with an external drain. Tankless water heaters must be replaced every 20 years.*

**JCC is responsible for** what the Residents are not responsible for, basically:

1. what is found outside the Unit space behind the gypsum board walls, the gypsum board ceiling and the concrete floor, including: the original inside walls frames and gypsum boards, and the original concrete floor and ceiling,
2. the common plumbing risers and drains inside the walls and original Unit plumbing connections,
3. the electricity wires to the Unit fuse box and,
4. the common areas and grounds as defined in the JCC Bylaws.

All the above are to ensure that each Owner fully understands where his responsibilities start and where they end, as to its condominium Unit at JCC.

As per JCC Bylaws, every Owner(s) shall promptly perform any maintenance or repair work within his/her own unit which if omitted would affect the property in its entirety or in a part belonging to other Owners and shall be expressly liable for any damage or liability which may result from his failure to do so.

### **5.3 – INSURANCE OF OWNERS UNITS**

JCC insurance covers the obligations and liabilities for which it is responsible. It is strongly suggested that Unit Owners contract insurance covering:

- **Personal Property:** Personal belongings, such as furniture, electronics, and clothing.
- **Unit Improvements & Betterments:** Any upgrades made by you or a previous owner to your unit beyond the original building standard finishes.
- **Personal Liability:** Protection if you cause bodily injury or property damage to someone else.

### **5.4 – PROPERTY DAMAGE RESPONSIBILITY**

a. Owners shall be liable for all damages to the building and/or common elements caused by any member of their family, Guests, Lessees, housekeeper, contractors or by personnel delivering or receiving furniture or other articles to or from the building.

b. Owners, Lessees, Guests, Visitors, and contractors shall not damage, destroy or remove any part of the building equipment or furnishings, including all outside furnishings. The owner responsible shall pay the cost of restoring the area or property affected and such replacement or restoration must be to the satisfaction of the Board of Directors.

### **5.5 DEFACING OF PROPERTY**

Signs, notices, advertisements, or any alteration of exterior surfaces must not be placed, inscribed, or exposed to any window, door, other exterior part of a unit or on the common elements. Specifically excluded from this rule are seasonal installations which must not be installed prior to November 25<sup>th</sup> and must be removed by January 10<sup>th</sup>.

### **5.6 – OCCUPANCY**

a) A unit shall be used and occupied exclusively for residential purposes. No trade, noxious or offensive activity shall be executed within any condominium unit, nor shall anything be done there or thereon which may be or become an annoyance to the neighborhood or other Residents.

**b) Maximum occupants per Unit:**

Studio	-Two (2) persons
One-bedroom Units	Two (2) persons
Two-bedroom Units	Four (4) persons

c) NO UNIT MAY BE USED AS A BUSINESS OFFICE OR FOR ANY OTHER COMMERCIAL USE.

**5.7 – ABSENCE OF RESIDENTS**

*At the Annual General Meeting it was resolved that owners of units not equipped with a main water supply shut-off valve be bound to install one before March 1<sup>st</sup>, 2020.*

a) It is strongly recommended that all Owners and Tenants turn off the main water supply valve in their unit when leaving for four (4) days or more to prevent water damage in their Unit or nearby Units.

b) Owners/Residents who do not turn off their main water supply valve during their absence of four (4) days or more may be held responsible for damages that would have been avoided if the shut-off valve had been turned -off.

c. All Residents who plan to be absent four (4) or more days from their Units during hurricane season (June 1st to November 30th) **must** follow the HURRICANE AND TROPICAL STORMS section of this document.

d. The JCC Office must be informed in writing if the Unit is to be serviced during the Resident’s absence including the name of the service company and what service is expected. If an Owner asked that a JCC employee go with, in the Unit, the service company representatives he hired, then the prevailing JCC hourly rate will apply. JCC will not assume any liability for damages.

**6 – RESIDENTS AND GUESTS OBLIGATIONS & BEHAVIOR**

Owners are responsible for any violation of the Rules and Regulations by any of their immediate family, Visitors, contractors, Lessees, and/or Guests. It is, therefore, the Owner’s responsibility to know that the above-mentioned are fully acquainted with all the Rules and Regulations.

**6.1 – GUESTS**

a. All Guests, time of arrival and the length of stay must be registered with JCC office prior to the Unit occupancy by the Guests.

b. Owners must inform their Guests of the Rules and Regulations, with special attention to those about the attire and conduct in and use of common areas, and prohibitions of pets and nuisances. Owners shall advise their Guests that their stay will be terminated if the Rules and Regulations are violated; the Owner will be liable to JCC for any attorney fees and costs, which

may be incurred by enforcing these Rules and Regulations against Residents or Guests.

## **6.2 – ATTIRE**

- a. Residents or Visitors entering or using the lobby or community areas shall wear proper street clothing.
- b. Footwear must be always worn when JCC Residents or Visitors are outside their Units. Bare feet will not be allowed at any time in common areas other than the pool area.
- c. People wearing wet bathing suits are not allowed in the lobby areas or elevators.

## **6.3 – PETS**

- a. The maintenance, keeping, boarding, and/or raising of any animal on the JCC property or in a Unit is Prohibited.
- b. Feeding birds or any animal is prohibited on the JCC grounds and from Unit balconies.

## **6.4 – SMOKING**

- a. Smoking is only allowed within the walls of your Unit or outside the building.
- b. JCC is a smoke free building. Smoking is prohibited in all interior common areas including elevators.
- c. Cigarette and cigar butts must be discarded appropriately and must not be tossed over the balcony.

## **6.5 – NUISANCES**

- a. No Resident or Visitor shall make or permit any disturbing noises in the building or the common property by himself, his family, employees, visitors, and licensed vendors, nor do or permit anything by such people that will interfere with the rights, comforts or convenience of other Unit Residents.
- b. Residents or Visitors must not work or have work performed that can be heard by neighbors except between the hours of 8:00am to 5:00pm on weekdays, and between 9:00am to 4:00pm on Saturdays. Work cannot be performed on Sundays and Public Holidays.
- c. No improper, offensive, or unlawful use shall be made of any Unit, balconies, and parking areas or of the common areas; and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction on JCC must be observed.
- d. NO UNIT MAY BE USED AS A BUSINESS OFFICE OR FOR ANY OTHER COMMERCIAL USE.

## **6.6 – BEHAVIOR**

- a. It is forbidden to throw any item from Unit balconies or walkways.
- b. All disposable drink containers, trash, cigarette and cigar butts and refuse must be disposed of in receptacles provided or Unit trash.
- c. Noise emanating from Units shall be controlled so that other families are not disturbed at any time. Loud talking, noisy parties and activities and pounding floors or walls disturb other people. A city ordinance prohibits excessive noise.
- d. It is Residents responsibility to keep dignity, respect for others and the property, and general civility. Residents must keep their windows clean, replace broken glass, replace damaged screens, and paint door, door frame and bars in windows when needed.

## **6.7 – JCC PERSONNEL**

- a. It is forbidden for JCC personnel to provide personal services to anyone, including JCC Residents (Owners, Tenants and Guests occupying a JCC Unit), for free or pay during their normal and overtime contract working hours. JCC personnel cannot accept pay or gratuities from anyone during their normal and overtime contract working hours. This does not prevent JCC personnel from providing a helping hand to JCC Residents as a gracious gesture.
- b. JCC personnel must avoid situations where they find themselves in conflict of interest.

## **7 – UNIT MAINTENANCE, ALTERATIONS & UPGRADE**

### **7.1 – UNIT MAINTENANCE**

- a. Residents are expected to keep their Units in good order. Failure of air conditioners and of kitchen and bathroom appliances can cause great damage, not only to the Resident's Unit, but to other Units and common areas as well. Owners are responsible for such damage and should insure themselves against these risks.
- b. The Electrical and Plumbing Maintenance of the Owners Unit must be conducted through professionals licensed by The Grand Bahama Porst Authority.

### **7.2 - TOILETS, SINKS AND BASINS**

Prevent pipe clogging and damaging the water treatment plant.

**Toilets** - Avoid flushing items that don't dissolve in water such as wipes, feminine hygiene products, diapers, hair, oils and food scraps.

**Sinks and Basins** – avoid pouring grease or oils and throwing table left over down the drain. Use a strainer or filter and regularly clean it to remove hair and debris.

### **7.3 – ANTENNAS /SATELLITE DISH**

With the rise of alternative technologies like cable and fiber optic internet, antennas and satellite dishes have become obsolete. Their installation is no longer authorized.

### **7.4 – AC UNITS**

For the installation of a new AC Unit or the replacement of an existing unit, please refer to the Unit Alterations and Upgrades Guide. Owners may obtain an Alterations and Upgrades Guide from the JCC office. The Guide is also available on the JCC website.

### **7.5 – SERVICES REQUESTED BY OWNERS**

a. For the convenience of Owners, especially for those living away for extended periods of time, upon written request or by email, limited services can be made available through the JCC Office for such purposes as: hurricane preparations, extermination, inspection of water heaters and pipes... Such service is provided between the hours of 8:00 am – 4:00 pm and prevailing hourly rates will apply.

b. All services performed by JCC employees must be approved by the JCC Board of Directors. Records of services performed, showing the nature of the work, Unit number and the charges will be kept by the JCC Office.

c. JCC personnel have been instructed not to accept any requests for personal services other than through orders by the Board of Directors. There will be no deviation from this procedure.

d. JCC will not accept responsibility for any material supplied or for the quality or reliability of the work performed or any damage. Any criticism of a building employee's work or conduct should be reported to the JCC Board of Directors in writing. No Owner or Guest should direct or reprimand any JCC employee or any tradesman working under the direction of the JCC Maintenance Manager.

### **7.6 – ALTERATIONS AND UPGRADES APPROVAL**

a. Any Owner who plans to make alterations or upgrades to his/her Unit must first obtain JCC Board of Directors approval before starting any work. Owners may obtain a Unit Alterations and Upgrades Approval Form from the JCC office. This form is also available on the JCC web site ([Janselcourt.net/Governing Documents](http://Janselcourt.net/Governing Documents))

b. As per the JCC DECLARATION OF CONDOMINIUM, no unit Owner(s) shall be allowed or entitled to sub-divide his/her unit.

c. Once received, the JCC Board of Directors will review the plans to ensure it meets the JCC standards and conformity requirements and issue the requisite approval within 30 days of the submission of the application. Except that all non-conformant items found by JCC will be

communicated to the Owner(s) within the above-mentioned period who may amend his application to meet the requirements and re-submit the application for approval by JCC.

- d. Once approved, the requesters will be allowed to go ahead with the approved alterations/updates.
- e. It should be noted that approval of any work does not prevent later adoption of different standards that were considered necessary to keep or improve the overall architectural standards, safety, and harmony.
- f. Any work completed with the approval of the Board prior to the issuance of a new or amended standard shall not be constituted as setting a precedent and will require the Board approval before any alteration or upgrade are made to said project or modification.
- g. Any work or act in violation of the JCC standards is subject to a citation by the Board of Directors and may require corrective action to bring the violation into immediate or future compliance with these standards.

## **8 – ACCESS & SECURITY**

### **8.1 – RIGHT OF ENTRY INTO UNITS IN EMERGENCIES**

The Bahamas LAW OF PROPERTY AND CONVEYANCING (CONDOMINIUM) ACT at SCHEDULE (Section 15 (4)) BYELAWS Article 8: “A unit owner shall –

*“(a) permit the body corporate and its agents, at all reasonable times on notice (except in case of emergency when no notice shall be required), to enter his unit for the purpose of inspecting the same and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the unit and capable of being used in connection with the enjoyment of any other unit or common property, or for the purpose of maintaining, repairing or renewing common property, or for the purpose of ensuring that these byelaws are being observed;”*

In compliance with the above act and to ease entrance to a Unit (in case of emergency) when the Residents are not present, KEYS MUST BE LEFT with the JCC OFFICE to avoid forcible entry, which would be at the Owner’s expense.

- a. In case of any emergency, originating in or threatening any Unit, regardless of whether the Owner is present at the time of such emergency, the JCC Maintenance Manager, officers of the JCC Board of Directors, or any other person(s) so authorized by the JCC Board of Directors, shall have the right to enter such Unit for purpose of emergency or abating the cause of such emergency. Such right of entry shall be immediate. The Owner of each Unit, to ease such entry, shall always have necessary keys on deposit with the JCC Office. JCC will not be responsible for loss or damage resulting from entry if emergency access is needed.

- b. JCC requires a duplicate key to all Units for use only in an emergency. Unit Owners shall not alter their Unit entrance door lock or install a new lock without supplying the office with a duplicate key. Emergency keys must be signed up when taken and signed in upon return.
- c. Keys deposited with the JCC Office will only be surrendered to service or maintenance personnel for emergency purposes only.
- d. JCC WILL NOT under any circumstances give keys to Real Estate Agents. Owners must supply keys to all the people they authorize to view or occupy their Unit.
- e. Owners/Tenants are to contact a locksmith in case of lockout or misplacement of keys as the JCC Office will not be called out to open doors/supply a key.
- f. If Unit keys are not available or do not work in such case of emergency, JCC can call in a locksmith to open the doors. The locksmith costs will be charged to the Unit Owner

## **8.2 – SECURITY AND SAFETY**

- a. JCC M maintains a security service for safety and protection. The standard of efficiency depends on the cooperation of the Unit Residents. Security personnel are tasked with safeguarding JCC residents and property. They should not be criticized for questioning unidentified visitors. They are at JCC Residents' service for emergencies and to report accidents, fires, etc. Please report to the security guard or the JCC Office about anything that is out of order, or any action of a suspicious nature.
- b. Unit Residents expecting Guests, Visitors, workers, or movers should notify the Office in advance. Except in cases of emergency, workers, or maintenance personnel (other than regular JCC employees) will not be permitted to have access to the building before 8:00am and after 4:30 pm on weekdays and, before 9:00am and 4:00pm on Saturdays, and at no time on Sundays and Public Holidays.
- c. Exterior doors and gates should remain securely always locked.
- e. The security office is not for personal talk and congregation at any time.

## **8.3 – FIRE EXTINGUISHERS**

Fire extinguishers are strategically found on every floor for safety purposes. Tampering with fire related facilities by any Resident will result in legal action.

## **8.4 – CONTRACTORS AND SERVICE PERSONNEL**

- a. Residents must inform the JCC Office in writing if they engage an external service provider for Unit or surveillance maintenance.

- b. All domestic and service personnel must be cleared up through the Office. They must identify themselves and sign the visitors' book when they arrive and leave in and out with the Office.
- c. Service personnel are allowed from 8:00 am to 4:30 pm Monday to Friday and 9:00 am to 4:00 pm on Saturday, except for emergency repairs. Service personnel shall not be granted admittance on Sundays and Public Holidays, except in cases of emergency.
- d. Residents will be responsible for any loss or damage caused by their domestic or service personnel. It is the Owner's responsibility to inform the Service Company or contractor of the JCC Rules and Regulations.
- e. All contractors, service and delivery people must remove their trash, any old appliances, carpeting, etc. Construction materials are not to be disposed of through trash chutes or left on the premises. Should any contractor be found in violation of this rule, all associated expenses and repairs will be charged to the Owners. In addition, the contractor will be restricted from doing any more business at the JCC. The Owner will be responsible for the conduct of the contractor and financially responsible for any un-recovered costs from the contractor.
- f. For their own protection and that of JCC, it is recommended that Owners:
  - contact the Grand Bahamas Port Authority's Building & Zoning Department to secure License information on their contractor prior to service;
  - require that their contractor has at least \$250,000 in public and general liability insurance before commencing any contract worth \$5,00 or more.

## **8.5 – DELIVERIES**

- a. If residents are not home during delivery, goods, and packages (excluding heavy or bulky items) will be accepted, kept in the JCC office during normal hours, when possible. Residents will be notified of their arrival. JCC will not be responsible for any loss or damage to such property. Standard care and monitoring will be provided to them while in JCC custody.
- b. Staff are not allowed to deliver packages. Any package not picked up within 7 days of delivery date will be charged a rate for storage. Packages not collected within 30 days of delivery will be discarded.
- c. Owners must notify the JCC Office in advance of any significantly large delivery.
- d. No C.O.D. deliveries will be accepted.

## **8.6 – SOLICITATION**

- a. Solicitations should be at once reported to the JCC Office or Security guard, outside office hours.
- b. No JCC resident, visitor, or personnel is permitted, either directly or indirectly, to solicit the sale or rental of services, goods, wares, merchandise, real estate, or units within the common areas or on the bulletin board without written approval from the JCC Board of Directors.
- c. No Unit Resident or any other person may conduct business on JCC property. This provision prohibits anyone from soliciting funds or selling goods on JCC property.

## **9 – USE OF COMMON PROPERTY & FACILITIES**

JCC common property and facilities are for the exclusive use of JCC Residents ONLY

### **9.1 – COVERED AND OPEN PARKINGS**

- a. All Residents must register their vehicle at the JCC Office and show proof of insurance to obtain a parking sticker. Non-registered vehicles may be towed away at Resident/Owner expense.
- b. NO Resident may park in a space that is already allocated (i.e., covered parking) without the written consent of the Owner of that space.
- c. Parking spaces can be leased by an Owner, Lessee, or between Unit Owners. A copy of the said lease must be filed with the JCC OFFICE.
- d. The parking area is reserved for vehicles only; trailers and boats are prohibited.
- e. Commercial vehicles, buses, and trucks (except pickups and handy vans) are not allowed in the parking area.
- f. No vehicle repairs allowed on site.
- g. JCC is not responsible for any damage caused to a vehicle on the property.
- h. Unlicensed and uninsured vehicles are prohibited and may be towed at the expense of the resident or owner.
- i. Abandoned, crashed, and non-operational vehicles are prohibited and may be removed at the expense of the Resident/Owner.

j. Car washing is allowed exclusively in designated areas found at the southeastern and southwestern corners of the building.

k. Improperly parked vehicles will be towed at the expense of the resident or owner.

**9.2 – LAUNDRY ROOM** The laundry room is solely for the exclusive use of the residents.

a. Tokens for use in the machines must be bought from JCC.

b. Do not overload machines.

c. Take clothes out of the machine at once after the cycle ends.

d. Clean lint trap of dryer after each use and dispose of lint in receptacles provided.

e. Discard all laundry detergent trash in receptacles provided.

f. Vandalism is prohibited and will result in legal consequences.

g. Report all non-functioning machines to the JCC Office at once.

**9.3 – SWIMMING POOL**

a. Swimming pool hours are 8:00am to 10:00pm.

b. Children under sixteen (16) must be accompanied by an adult entering the pool.

c. Not-toilet trained children must always wear a swim diaper covered with rubber pants in the pool to protect against fouling. If the pool becomes fouled and demands cleaning, draining, and refilling, the Resident(s) involved are financially responsible for all costs related to its occurrence.

d. It is against the Board of Health and is forbidden for anyone with a communicable disease, skin, nasal, ear or other bandaged infections to enter the pool.

e. Proper swimming attire is always mandatory. Cut-offs pants, dungarees, t-shirts, and street clothes are not allowed. Residents and Visitors in swimming attire must always wear foot covering and body covering inside the building and elevators.

f. For the safety of all swimmers and to protect the rights of all residents, the Board of Directors must approve SWIMMING LESSONS. The Swimming Lessons application form is

available at the JCC Office. It can also be found on the JCC website. The application must be submitted for approval to the JCC Office at least ten (10) working days before the beginning of the lessons. NO lesson shall begin until written approval by the Board has been received.

- g. Chairs and patio furniture must not be removed from the pool area.
- h. BALL PLAYING is prohibited.
- i. DIVING is prohibited.
- j. GLASSWARE is prohibited.
- k. NUDITY of all ages is prohibited.
- l. Running, loud talking, screaming, shrieking, or yelling around the pool will not be tolerated.
- m. Radio at pool must be kept at a low volume.
- n. All disposable drink containers, trash and refuse must be disposed of in receptacles provided. Cigarette and cigar butts must be properly extinguished before disposal.

#### **9.4 – ELEVATORS**

- a. Children under seven (7) years of age are not allowed in the elevators alone at any time.
- b. Care must be taken to avoid damaging the interior of the elevator cab.
- c. ONLY the Southeastern elevator is to be used for transporting furniture and appliances.
- d. Owners will be responsible for ensuring that movers, contractors, and/or deliveries people adhere to the rules and regulations. Failure to comply will result in a fine.
- g. in case of fire **DO NOT USE THE ELEVATORS.**

#### **9.5 – TRASH DISPOSAL**

- a. ALL REFUSE MUST BE TIGHTLY SECURED IN PLASTIC GARBAGE BAGS in the interest of hygiene and to avoid infestation of roaches, maggots, etc.
- a. Do not place hangers, carpets, or any large bulky items in the chute.
- b. No garbage cans, supplies, or other articles shall be placed in the garbage room, on the walkways or staircase landings. Offenders will be FINED.

- c. All large cartons and cardboard boxes must be disassembled, flattened, and taken to a garbage dumpster.
- d. Do not shake or empty, dust cloths, mops, vacuum cleaner bags etc. down the chutes.
- e. Any volatile waste must be removed from the building and disposed of properly.
- f. Contractors and/or renovation waste are NOT allowed to be disposed of in trash chutes, garbage rooms or JCC dumpsters. Contractors and Owners must dispose of their own renovation debris. If the situation allows, Contractors can arrange with the JCC Office to have a dumpster outside of the building for their trash.
- g. No furniture, appliances, clothing, or any general household trash must be left in the garbage rooms as it is a fire and sanitation hazard.
- h. Residents are responsible for disposing heavy and bulky items such as mattresses, furniture, and appliances through local service providers.
- i. Parking areas are not to be used for any type of personal storage, as this could become an eyesore and a fire hazard.
- j. All cartons, boxes or packing materials resulting from moving or delivery of goods must be removed from the premises by movers or delivery company at once. Should any of the material be left on site it will be removed by the JCC staff at the expense of the Resident/Owner.

#### **9.6 – LOCKERS**

- a. ITEMS LEFT IN THE LOCKERS ARE LEFT AT OWNER’S RISK.
- b. Any items infested with rodents, termites, roaches, moths, etc. must not be kept in any locker.

#### **9.7 – BALCONIES WALKWAYS AND STAIRWAYS**

The JCC Condominium Declaration states in

Article 9. 4 *“No owner of a unit shall place or cause or suffer to be placed in the common areas, any furniture, packages or object of any kind, and shall not utilize any such areas for any purpose other than normal passage.”*

Article 9.6 *“Garments, rugs and the like shall not to be hunged from windows or balconies of any unit.”*

- a. **Barbecue** grills may not be used on balconies or inside the Unit. Barbecue grills can only be used on walkways with the back of the BBQ against the railing. Every effort must be made to

avoid causing unpleasant fumes to other Residents. Only propane and electric BBQ are acceptable, charcoal equipment is forbidden. BBQ equipment must not obstruct walkways and must be stored at once after having cooled down or the next morning if used in the evening.

b. Balconies can be painted the same color as the walkways or covered with ceramic tiles. Owners cannot install carpets on balconies, nor any other installation attached to walls, floor, or guard rails other than A/C units respecting JCC Alterations & Upgrade guidelines and standards.

c. Balconies shall not be used as a storage area. This would become eyesores for the neighborhood and affect the beauty of the building.

d. Balconies must remain open and unobstructed. Only the installation of roll-up storm shutters and Hurricane Resistant Grade sliding doors are acceptable.

#### **9.8 – PASSAGEWAYS**

a. The sidewalks, entrances, passages, elevators, vestibules, stairways, walkways, and halls must not be obstructed, encumbered, or used for any purpose other than access for entry and exit.

b. Baby carriages, strollers, bicycles, scooters, or any item that would obstruct access for entry and exit are NOT allowed to stand in hallways or walkways.

c. No one shall add to, alter, or decorate in any fashion with any ornaments and/or articles or other devices the hallways and any common property of JCC without written approval of the JCC Board of Directors.

#### **9.9 – RECREATION**

a. No one is allowed to use the common areas except for the purpose for which they are intended.

b. Roller skating, in-line skating, bicycle riding, skateboarding, running, ball playing of any kind and other forms of play are prohibited anywhere in the building and JCC property.

c. Running, jogging and fast walking is forbidden on the walkways at any time. Normal walking exercise is allowed between 8:00am to 10:00pm.

d. Children under the age of sixteen (16) will not be allowed in the pool area unless accompanied by an adult.

f. Children less than six (6) years of age must always be accompanied by a Resident or an adult when outside of their Unit.

g. Everybody must always wear footwear.

h. Parents and Residents shall be responsible for the conduct of their children. Owners are financially responsible for any damage caused by their children, Tenants, Visitors and Guests.

## **10 – HURRICANE AND TROPICAL STORMS**

### **10.1 – ABSENCE DURING HURRICANE SEASON**

ALL Residents who plan to be absent three (3) or more days from their Units during hurricane season (June 1st to November 30th) must comply with the following:

1. Remove ALL items from the balcony prior to leaving the building.
2. Close and lock ALL windows and outside Unit doors.
3. Close and secure ALL hurricane shutters.
4. Turn off the Unit main water supply valve.
5. Let the Office know of the departure and return date.

### **10.2 – TROPICAL STORM & HURRICANE PREPARATIONS**

**Procedures & preparations are less costly than learning through tragedy.**

**ALL RESIDENTS ARE TO COMMENCE WITH STORM PREPARATIONS WHEN THE NATIONAL HURRICANE CENTER ANNOUNCES A TROPICAL STORM WARNING OR A HURRICANE WATCH, AND/OR AS INSTRUCTED BY THE OFFICE AND/OR BOARD OF DIRECTORS.**

1. **TROPICAL STORM WATCH** (*sustained winds from 39-74 mph within 36 hours*): ALL Residents are to begin to remove ALL items from the balcony and secure hurricane shutters.
2. **TROPICAL STORM WARNING** (*storm conditions expected within 24 hours*): ALL hurricane shutters must have been secured, and ALL items must have been removed from the balcony.
3. **HURRICANE WATCH** (*a threat within 24-36 hours to storm impact of 74 mph or greater to prepare to evacuate*): ALL hurricane shutters must be secured, and ALL items must have been removed from balcony.
4. **HURRICANE WARNING** (*a hurricane threat within 0-24 hours or less to storm impact, winds 74 mph or greater*): ALL hurricane shutters must have been secured, and ALL items must have been removed from balcony and/or catwalk.
5. **EVACUATION** – When an evacuation is ordered EVERYONE is expected to leave the building. Employees and Residents are ALL expected to evacuate. Staff will leave the building. The building will be closed. There will be no emergency services during a storm and authorities will not be available to help you. JCC Residents should proceed to a predetermined shelter or other inland non-coastal area. ALL property should have been secured. Once hurricane force winds start, DO NOT enter the main lobby.

**ELEVATORS:** The elevators will be shut down during the Hurricane or Tropical Storm and turned back on after the storm has passed.\

### **10.3 – OWNERS AND RESIDENTS LIABILITIES**

- a. JCC staff may help a Resident during a **Tropical Storm Watch** to remove all items from the balcony and secure ALL hurricane shutters. A service fee, at the prevailing hourly rate, will be charged to the Resident.
- b. If a Resident does not follow the JCC hurricane preparation instructions, JCC management has the authority but not the obligation, during a **TROPICAL STORM WARNING** or **HURRICANE WATCH**, to enter the Unit to secure the hurricane shutters and balcony. JCC does not assume any liability for damages. **A Service fee of \$100 per Unit will be charged to the Resident.**
- c. Residents are financially responsible and liable for any damage to other Units, common property or personal injury caused by their windblown private property. While accepting no responsibility for oversights or nonperformance by Residents, the staff may visually survey the balconies externally for compliance with this requirement. Any potentially hazardous articles detected on balconies may be moved inside the Unit and a service fee will be charged. The JCC will not assume any liability for damages or for hazardous articles left on balconies.

### **10.4 – HURRICANE SHUTTERS**

- a. "Hurricane Shutters" shall mean any device, installation, equipment or appliance, which is permanently affixed or attached in an appropriate manner to any portion of the unit or the exterior of a building used, either directly or indirectly, as its main purpose or incidental to its main purpose, as protection against storm damage, water penetration by driven rain or rising water, wind damage or damage from physical objects or projectiles carried by wind or storm. Any such installation must be by the specifications approved by the JCC Board of Directors.
- b. The acceptable specifications for storm protection devices can be obtained from the JCC Office. A copy is also available on the JCC website.
- c. All hurricane shutters to be installed on any Unit shall be of a white color only. "Off whites" is not acceptable. The style and color restrictions are to ensure the continuity of the building appearance is not disrupted. The Owner will be responsible for keeping shutters in operating condition.
- d. These shutters shall be mounted directly over windows and doors only.
- e. The Unit Owner carries the onus of informing the bidding or installing contractor that they must contact the JCC Office prior to arriving on the job to ensure proper installations.

- g. Any improper installation will have to be corrected at the expense of the Unit Owner.
- h. Barricades such as but not limited to boards, plywood or sheet metal attached to the building structure are forbidden.
- g. Tape on windows must be removed as soon as the risk of Hurricane or Storm is gone or by November 30th at the latest. Any glue mark must be cleaned.

## **11 – ENFORCEMENT OF RULES AND REGULATIONS**

The JCC Condominium Declaration states at Article 9.2

*“No immoral, improper, offensive or unlawful use shall be made of any unit.”*

### **11.1 – REPORTING INCIDENTS**

- a) The witness of an incident in contravention of the JCC Bylaws or Rules and Regulations should file an incident report with the JCC Office. It must be specific, signed and include details of the violation. The person filing the report should be prepared to testify at the hearing or other proceedings that may be necessary.
- b) At the direction of the Board of Directors, the JCC Office will send a warning letter to the Unit Owner and Resident who have violated the JCC Bylaws or Rules & Regulations. The letter will specify the nature of the alleged violation, the action needed to remedy the violation and, a ten (10) calendar days grace period to remove the violation.
- c) If a violation continues beyond the grace period, or a second incident report is received, or the Board determines that the nature of the alleged act was a serious violation, a notice of violation which includes a notice of hearing may be sent to the Unit Owner or the report may be sent directly to the JCC’s attorney.

**NOTE:** Unit Owners are responsible for their conduct and that of family, Tenants, employees, or any person allowed to enter a Unit or JCC property.

### **11.2 – VIOLATIONS OF RULES AND REGULATIONS**

Residents should report any violations of the Rules and Regulations, misbehavior, nuisances and questionable or suspicious actions to the JCC Office. When a violation is seen it should be promptly directed at the JCC Office so proper action may be taken. Do not report violations to Board members. Violations serious enough to warrant the Board of Directors action should be presented in writing to the JCC Office. The names of those making the complaint(s) will not be disclosed to those people to whom the complaint refers, unless required by legal action.

An authorized JCC employee or the security guard, if in a position to personally observe infractions of the rules, will intercede.

**12– SUGGESTIONS AND COMPLAINTS.**

Suggestions and/or complaints must be addressed in writing to: The Board of Directors Jansel Court Condominium P.O. Box f- 42611, Freeport Grand Bahama , the Bahamas or via email: [janselcourt2014@gmail.com](mailto:janselcourt2014@gmail.com)

**ACKNOWLEDGEMENT**

**I have read the Jansel Court Condominium Association Rules & Regulations and agree to abide by them as attested to my signature below.**

Owner's Name \_\_\_\_\_ Unit No. \_\_\_\_\_  
BLOCK LETTERAS

Owner's signature \_\_\_\_\_ Date: \_\_\_\_\_

JCC Representative: \_\_\_\_\_