

**RULES AND REGULATIONS
OF THE
DELRAY BEACH CLUB RESIDENCES**
(Adopted March 21, 2022)

Pursuant to the authority vested in the Board of Directors of the DELRAY BEACH CLUB RESIDENCES ASSOCIATION, INC., the following revised rules and regulations have been adopted this 21st day of March, 2022. These rules and regulations are both in addition to, and complement, the requirements and obligations of owners set out in the Declaration of Condominium for the Association and various Florida statutes pertaining to the ownership and operation of condominiums.

Those rules and regulations that are already established in the Declaration of Condominium have been included here merely for the convenience of owners. Where there is any difference between the wording in this document and the wording in the Declaration of Condominium, the wording in the Declaration of Condominium shall apply.

1. RULE CHANGES. The Declaration of Condominium allows that reasonable rules and regulations concerning the use of the Association property may be made and amended from time to time by the Board.

2. RULE ENFORCEMENT

- A. Violations should be reported to the Association Manager, not to the Board of Directors or the Officers of the Association.
- B. Violations will be called to the attention of violating owners by the Manager who will also notify the Board of Directors.
- C. Disagreements concerning violations will be presented to the Manager to facilitate resolution.

3. ANIMALS. No animals shall be kept in a unit or allowed on Association property except for service animals and emotional support animals which have been approved in advance by the Board according to the process in force at the time. The approval process for service animals and emotional support animals and the rules that apply to these animals are constitute part of these Rules and Regulations of the Association and are available from the office.

4. OBSTRUCTIONS. Sidewalks, entrances, driveways, passages, elevators, vestibules, access to telephone and firefighting equipment, stairways, corridors, halls or other common elements must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed on Tower stairwell landings. Grocery and luggage carts shall not be left in elevators. Common Area and Unit Utility closets that contain A/C handlers and water heaters

shall not be used for storage. A/C handlers and water heaters must be kept clear for immediate access.

5. OWNERS' RESPONSIBILITY. The Owner or tenant is responsible for the conduct of all occupants, guests, visitors and invitees.

6. DESTRUCTION OF PROPERTY. Owners will be responsible for any damage, dirt, debris or destruction in elevators or common areas of the property caused by their dependents, guests or outside contractors hired to work within their unit.

7. EXTERIOR APPEARANCE. To maintain a uniform and pleasing appearance to the exterior of the buildings, no awning or projections (other than those prescribed) shall be attached to outside walls or balconies. This includes any type of screen or umbrella. Standard exterior colors shall not be altered. No air conditioners or fans, or any part of the system which is visible from the exterior of the building shall be installed or repainted without prior approval of the Board. No tiling of balconies is permitted, nor is any carpeting or any other full or partial covering that will retain water and cause prolonged wetness of the balcony surface. If any existing carpeting or tiling on a balcony has to be removed by the Association for the purposes of building inspection, maintenance or repairs the cost of removal is entirely the responsibility of the owner.

8. INTERIOR ALTERATIONS TO UNITS. Any alteration and/or major renovations require a completed application, which must include any necessary building permits, and Board approval prior to commencing work. Please complete the required Architectural Review Committee (ARC) Approval Form available from the office.

Unit owners are reminded that when submitting construction requests for Board approval, there is a "blackout period" from November 15 through April 30, when no construction can take place. It is incumbent upon the owner to communicate these restrictions to contractors so that work can be scheduled and completed within the allowable calendar timeframe. All alterations and construction are permitted only from May 1 through November 14, Monday through Friday, 8:00 a.m. to 5:00 p.m. All commercial vehicles must exit the property no later than 5:00 p.m.

9. CLEANLINESS. Owners shall not allow anything to fall or be thrown from the windows, doors, balconies or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the building from the balconies, windows, or to the interior of the building from hallway doors.

10. BALCONIES AND TERRACES. No bathing suits, towels or clothing shall be hung from the balconies or terraces. No mops shall be shaken from balconies or windows. No loose articles shall be left on balconies during the hurricane season, unless the balcony is enclosed by hurricane shutters. Balconies are not be used for storage. Townhouse front door railings are to be kept clean and free of any items (e.g. towels, decorations or plants).

11. TOWER HALLWAYS. Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed or stored in the halls or on the stairway landings.

12. DELIVERIES. Deliveries may be made only from 8:00 AM to 5:00 PM, Mondays through Fridays, excluding holidays, except for small packages and flowers which may be delivered seven (7) days a week. All deliveries of large items must be scheduled ahead by residents with the Office and/or Security Gate. Laundry, dry cleaning and other small items may be received at the office if the owner is temporarily absent. Registered and/or certified mail, UPS and other parcel delivery services will be delivered directly to unit owners. However, owners may make arrangements with the office to receive packages only if they will be away from their unit for up to a maximum of 7 days. Owners must understand that the Association as well as its employees will not be responsible for any damage or disappearance of any deliveries for any owner. All parties delivering items to such employees and all parties intended as recipients of items so delivered assume all risks of disappearance, loss or damage to such items.

13. RIGHT OF ENTRY.

- a. In case of emergency originating in or threatening any unit, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the Manager shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergencies and such right of entry shall be immediate. To facilitate entry in the event of an emergency, the owners of each unit must deposit, under the control of the Association, a key to such unit; front and back doors or combination code for entrance. Those owners having dead bolt locks which can be opened only from inside their apartments are advised to leave them unlocked during absences. (Failure to do so could result in forced entry in the event of an emergency.)
- b. The giving of keys or personal codes to domestic help or service personnel for use of opening lobby doors or elevators is forbidden. The Police Department strongly recommends that duplicate apartment keys not be furnished to domestic help.

14. BICYCLES, SKATEBOARDS AND CARTS.

- a. Bicycles must be placed or stored in the area designated by the Manager. All bicycles stored in the designated area must also be registered with the Office.
- b. Bicycles and skateboards may be ridden on association property only to go between where they are stored and the city property.)
- c. The Association owned luggage and shopping carts must also be returned to the storage areas designated by the Manager.

15. PLUMBING. Toilets, garbage disposals, drains and other plumbing shall not be used for any purpose other than those for which they are constructed. No sweepings, rubbish, rags or other foreign substances shall be thrown therein. Total costs of all maintenance, repairs and replacement connected with any such misuse shall be paid by the owner.

16. TRASH CHUTES. Under the City's recycling program, newspapers and certain plastics, aluminum and glass containers are to be placed in special containers in the trash rooms. All other refuse (except that which sink disposals are designed to handle) shall be securely bagged (double-bagging is strongly recommended) and sent down the trash chute in a container not exceeding the width of the chute. Absolutely no loose garbage or cardboard cartons may be placed in the trash chute. The trash chute may be used only between 8:00 AM and 10:00 PM.

17. TRASH DISPOSAL & RECYCLING. See Attachment 1 - **Trash Disposal, Pick-Up and Recycling Rules.**

18. TOWNHOUSE TRASH PICKUP. All townhouse trash and recycling must be outside by 8:30 AM, Monday through Friday, excluding holidays, for pickup by the maintenance staff. No trash is to be put out the evening before for morning pickup.

19. ROOF. Owners and/or unauthorized persons are not permitted to enter any of the roofs at any time, without the prior approval of the Manager. Only licensed contractors and air conditioning service companies are permitted on the roofs, except in an emergency.

20. SOLICITATION. There shall be no solicitation by any person and/or owner anywhere on the Association property for any purpose.

21. SWIMMING POOL and PATIO. Owners and their guests using the swimming pool and the patio beside the Intracoastal Waterway do so at their own risk.

- A. Refer to sign posted near the pool entrance for swimming pool rules, and the sign posted near the patio for patio rules, both of which constitute part of these rules and regulations of the Association.
- B. When entering a building lobby and elevator, persons must be reasonably dry so as not to drip water in any part of the building, and are required to wear footwear and a cover over their bathing suits while in the building.
- C. The emergency telephone is located at the office and Security. (FL Statute, Ch. 10D-5.76).

22. OPEN DOORS. No owner of a tower unit shall allow doors to the common or limited common elements, other than balconies, to remain open for any purpose other than for immediate ingress or egress. For security reasons, the Fire Doors shall be closed and locked to prevent opening from the outside only at all times.

23. PARKING.

- a. Each owner parking space may only be used by the owner thereof or by another owner designated by the owner and shall be used only for the parking of motor

vehicles. Only registered cars, motorcycles and bicycles are to be parked or stored in the parking garage. No personal items are to be stored in the garage such as, but not limited to, beach chairs, umbrellas, etc. Under no circumstances may parking spaces be rented out. If an owner chooses to allow another unit owner to utilize his or her parking space for an extended period (more than 24 hours), the Manager must be advised and a set of keys to the vehicle left with Security.

- b. In case a vehicle has to be moved in an emergency, a set of keys for every vehicle kept on the property must be left with Security. Parking Deck spaces marked "Guest" must not be occupied by owners. Violator's vehicles will be towed at owner's expense.

24. VEHICLE REPAIR & WASHING. Except in an emergency, no vehicle maintenance or repairs shall be performed on the Association property. No vehicle shall be washed, polished or waxed on the property except in the specific areas designated by the Board of Directors for such activity.

25. VEHICLE SPEED. Maximum speed anywhere on the property is 5 MPH.

26. FOOD, BEVERAGES AND COOKING OUTSIDE UNITS. Consumption of food and beverages outside of units is confined to adjoining balconies, terraces and patios, the area inside the pool fence (except within 4 feet of the edge of the pool), and the community patio beside the intracoastal waterway. Townhouse owners may use propane gas cylinder barbecue grills in their parking spaces. For the safety of our neighbors and all the members of the Association, propane canisters cannot exceed 20 lb. Only one propane gas canister, cylinder or tank of any size, up to 20 lb. is permitted to be used and stored in and/or around each the Townhouses. All cooking on the Tower balconies is prohibited.

27. HURRICANE GUIDELINES AND PREPARATIONS. Hurricane shutters are to be open from Dec. 1 until May 30th. For all units that are not occupied, hurricane shutters must be closed & secured from June 1st through Nov. 30th. Please contact the office for the most recent guidelines on hurricane preparation.

28. FLOOR COVERINGS. All tile and wood floors must be installed over sound barrier equal to the highest rating available. Check with the office for the current highest rating. Owners of all units, towers and townhouses, are required to cover 80% of floors (including tile and wood floors) in the bedrooms, living room and dining room with carpet laid over padding.

29. RADIOS AND TELEVISION. All radios and televisions be kept moderately tuned at all times. Television, radios, or speaker units used on balconies and at the patio must not disturb others.

30. PEST CONTROL. Notify management immediately upon appearance of any kind of insect or vermin. The Association has a contract with a pest control company that provides a monthly pest control treatment for the whole property and includes a free pest control treatment for the interior of any condominiums or townhouses that request it each month.

Owners are strongly encouraged to take advantage of this free service by scheduling these treatments through the Manager.

31. USE OF CONDOMINIUMS OR TOWNHOUSES.

Each Unit shall be used as a single family residence only, except as otherwise expressly provided in the Declaration of Condominium. "Single family" shall be deemed to include up to two (2) natural persons, who may be, but are not required to be, related by blood, marriage or adoption, living together as a single housekeeping Unit, and their parents, grandparents, children, step-children, sons- and daughters-in-law, mother-in-law, fathers-in-law, brothers, sisters, grandchildren and great grandchildren, and all of their spouses or domestic partners.

Under no circumstances may any Unit be used for any business purpose which would cause a level of noise, odor, traffic, debris or other activity inconsistent with residential use.

A guest shall be considered any occupant who is not a Unit Owner or approved tenant. There shall be no time limitation on guest occupancy provided the guest occupies the Unit with the Owner or approved tenant or the guest is a member of the Owner's or approved tenant's family, as defined above. However, any guest, excluding family members as defined above, who occupies a Unit in excess of fifteen (15) days cumulatively in any calendar year, shall be subject to the restrictions applicable to leasing and screened as a tenant under Sections 16.6 and 17 of the Declaration of Condominium.

Guest occupancy in the absence of the Unit Owner or approved tenant by persons other than members of the Unit Owner's or approved tenant's family, as defined above, is subject to such further restrictions, fees and charges as the Board may set from time to time. Prior to any occupancy of the Unit by any guest, the Owner or approved tenant must provide notice to the Association of the name or names of the intended guests, any familial relationship to the Owner or approved tenant, the anticipated date of arrival, and the anticipated date of departure. All persons claiming to be guests must produce a valid form of identification prior to taking occupancy.

Owners wishing to have their units occupied by family members in the owner's absence must inform the Property Manager one week in advance in writing or by email. The owner must provide the first and last date of the visit, visitor's name, address, phone number, make of car and license plate number. Upon arrival at Delray Beach Club ~~Apartments~~ Residences, the visitor must register at the Gatehouse and obtain a Visitors Pass to be displayed in the windshield. Occupancy by other than immediate family while the owner is absent is not permitted, except by formal lease.

32. AUTOMATED ENTRY AND EXIT GATES. Bicycle and pedestrian traffic and guests' vehicles must use the Main Gatehouse entrance. Owners are encouraged to use the north and south automated gates to reduce wear and tear on the parking deck. All commercial vehicles except US Mail vehicles must use the north and south automated gates.

33. SALES AND LEASING.

A. LEASING

A Unit shall not be leased without the prior written approval of the Association, which approval shall not be unreasonably withheld. The Association may disapprove any lease of a Unit on any reasonable grounds, including, but not limited to, the bases for good cause set forth in Section 17.3 of the Declaration of Condominium.

No Unit may be leased more than once in a twelve (12) month period, said twelve (12) month period to be measured from the commencement of the lease prior to the most recent prior lease of the Unit. No Unit Owner may lease his or her Unit during the first twenty-four (24) months of Ownership, measured from the date of recordation of the most recent instrument conveying any interest in title to the Unit, except transfers by devise or inheritance to members of the family, as defined in the Declaration of Condominium, of a deceased Unit Owner, or Units acquired by the Association, or transfers to add a member of the Owner's family, as defined hereinabove, to the title for estate planning purposes.

No lease may be for a term of less than three (3) months nor more than twelve (12) months. Only an entire Unit may be leased and it is strictly prohibited for an Owner to lease out rooms or portions of a Unit. The advertising or listing of Units for occupancy through exchanges or swaps or other online or print forums, including, but not limited to, AirBnB, is strictly prohibited. A Unit shall be considered leased any time it is occupied by a tenant. The Association shall have the right to require that a substantially uniform form of lease or an Association approved lease addendum, be used. The lease shall include a provision granting the Association authority and standing to evict any lessee of a Unit Owner who is in breach or violation of the Declaration or the Rules and Regulations of the Association.

For additional details on the leasing procedure please see Section 16 of the Declaration of Condominium

B. SALE OR TRANSFER OF TITLE:

The following transfers shall be subject to prior written approval of the Board of Directors and any transfer undertaken without prior written approval of the Board of Directors shall be void:

- (a) All sales of Units except judicial sales conducted pursuant to a judgment of foreclosure held by an Institutional First Mortgagee encumbering a Unit or public sales conducted by the Palm Beach County Tax Collector resulting from the failure to pay real property taxes, subject to the limitations of applicable law.
- (b) All transfers by lease.
- (c) All transfers by gift.

- (d) All transfers by devise or inheritance.
- (e) Any other transfer of title to or possession of a Unit.
- (f) All transfers subject to approval shall require, as a condition of approval, the payment to the Association of a transfer fee not to exceed the maximum amount permitted by the Act.
- (g) All transfers by lease may be conditioned upon the posting of a security deposit with the Association not to exceed the maximum amount permitted by the Act

Current Owner Remaining after Selling of Unit: Current owners who sell their units may remain in the unit, with Board approval, for a period no longer than one year. The policy of a new owner not being allowed to rent or lease the unit for two (2) years would still be in effect, except that instead of the two year period being from the date of ownership, it would be from the date the current owner vacates the property. In the case of a Unit that is sold with the sale allowing an existing tenant to remain, the existing tenant's lease may not be renewed when it expires, and the new owner is not permitted to re-rent the unit for a period of two years after the expiry of the existing tenant's lease.

For additional details on the procedures for a transfer of title please see Section 17 of the Declaration of Condominium.

34. EMPLOYEES AND CONTRACTORS OF THE ASSOCIATION.

No Owner, resident or guest may request special or personal services from an Association employee or Contractor/Vendor while the employee or Contractor/Vendor is on duty nor may any Owner, resident or guest not specifically authorized by the Board of Directors direct any Association employee or Contractor/Vendor in his or her job functions. Association employees are required to report any such incident to their supervisor.

All requests for service must be made through the Manager's Office.

35. CONDUCT.

No Owner, resident or guest may be verbally or physically abusive or otherwise engage in conduct that is threatening or harassing to any other Owner, resident or guest, or to any Association Board member, officer, or employee, or employee or employees of Contractors or Vendors, which includes, without limitation, communications which are based upon race, color, religion, sex, pregnancy, national origin, age, handicap, marital status, or sexual orientation.

Any Owner, resident or guest observing a violation may report the violation in writing to the Association Manager, but may not attempt to intervene or undertake enforcement on his or her own.

36. VISITORS. If a resident makes arrangements for a visitor for any reason (e.g. guest, personal service, contractor, taxi, etc.), the security guard must be informed to permit entry.

Attached please find the most recent Rules and Regulations for Contractors, Furniture Movers and Vendors which constitute a part of these overall rules and regulations.

37. COMPLIANCE WITH DOCUMENTS. All owners lessees, guests and visitors are bound by and subject to the terms, conditions, covenants, restrictions and limitations contained in the Declaration of Condominium, the Articles of Incorporation, and the By-Laws of the Association.

38. AIR CONDITIONING UNITS/COMPRESSORS. When it is necessary to replace a unit on the roof, the unit must be mounted on a hurricane stand that meets the current Florida Building Code. All air conditioner compressors on the roof must be labeled to identify the unit. Owners are responsible for ensuring that the condensation drain lines of their air conditioning units are kept clear, to provide for proper drainage from the roof, by scheduling their own annual inspection.

39. PROHIBITED VEHICLES/EQUIPMENT.

Only passenger automobiles, station wagons, sport utility vehicles, pick-up trucks up to one-half ton load capacity having single rear axles, motorcycles and passenger vans may park on the Condominium Property.

Vehicles not permitted on Condominium Property include commercial vehicles of any type, including, without limitation, any vehicle, including permitted vehicles, showing or displaying any commercial, charitable or institutional (e.g., church or school) markings, signs, displays or otherwise indicating a commercial or other non-personal use or a vehicle used for commercial purposes.

For a comprehensive list of the types of vehicles not permitted on Condominium Property please see Section 16.11 of the Declaration of Condominium.

The Board may allow otherwise prohibited vehicles to park on the Condominium Property provided such vehicles are parked during working hours and are only on the Property because they are providing a service to either the Association or to a resident.

40. PORTABLE GENERATORS. According to current City Code, the use and operation of a portable electrical generator is not allowed anywhere on Association property.

41. GUEST ROOMS. See most recent "Guest Room Reservation Rules & Regulations & Rates" available from the Office.

42. TOWNHOUSE PATIO DIVIDERS. No plants or other vegetation may be allowed to grow on the dividers or on the building.

43. FLYING OBJECTS ("DRONES") Owners, lessees and guests are not permitted to fly radio controlled objects ("drones" or toys) over Association property without the permission of management, which would only be granted for very specific purposes, e.g. real estate marketing.

44. SMOKING

Smoking on the Condominium Property, including all portions of the Common Elements, Limited Common Elements, and on all portions of the Association Property, is strictly prohibited, except for the interior of the Owner's Unit and the patio or balcony attached to the Unit and those areas on the Common Elements or Association designated for smoking, if any.

Smoking shall mean inhaling, exhaling, burning, carrying or possessing any lighted tobacco or other products or materials used in a device for such purpose, including not limited to cigarettes, cigars, pipes, bongs and any other lighted tobacco or other product or material, any lighted tobacco or other products or materials, whether legal or illegal in the State of Florida, except as prescribed by a physician or other person lawfully authorized to do so. The use of "electronic" or "vapor" cigarettes, cigars, pipes or similar apparatus are likewise defined as smoking and likewise prohibited.

Under no circumstances should the odor from such activity be intrusive or cause unpleasantness for any fellow resident. Any complaints should be reported to the Manager.

45. LATE PAYMENTS OF AMOUNTS OWING TO THE ASSOCIATION

The association reserves the right to suspend designated common area use rights and services for any owner who is 60 days or more delinquent in paying a fee, fine, or other monetary obligation due to the association until such owner's account is paid in full. Any such suspension will also apply to the owner's family and guests. The common elements and services so designated are the pool, the ICW patio, the deeded access area to the beach, the use by the owner and the owner's family of guest parking spaces for owner's vehicles only, and the ability to use the automated key-fob entry system. This same process will apply to any owners using a prearranged special payment schedule who are more than 30 days overdue in one of the payments required by that schedule

If an owner is late in paying the quarterly or special assessment by more than 30 days twice in any rolling 12 month period, or has a check for these payments returned for insufficient funds twice in any rolling 12 month period, the owner will be required to pay the remaining quarterly assessments, and special assessment if applicable, for that calendar year, to a maximum of two quarterly payments, immediately upon notice that they are required to do so.

Attachment 1 - Trash Disposal, Pick-Up and Recycling Rules:

We would like to remind everyone of the guidelines established by THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY for the disposal of trash and recyclable items.

Garbage Days are Tuesday and Friday. Recycling day is Monday. Bulk trash (larger items, landscape debris, household items, etc.) are picked up Wednesday.

- A. The trash room bin (yellow) is for recycling of newspapers, magazines, brown paper grocery bags, etc. A full list of acceptable items can be found posted on the wall behind the bin.

Your cooperation please: Cardboard boxes need to be broken down and flattened, and if necessary be cut to no more than 3 feet x 3 feet. (Not breaking down and flattening cardboard boxes slows down the work of emptying the trash room, and makes it difficult for other owners to dispose of their cardboard boxes.)

- B. The trash room bin (blue) is for aluminum cans, and foil, glass bottles and jars, drink boxes, milk and juice cartons and plastic containers # 1 to 7. A full list of acceptable items can be found posted on the wall behind the bin.

Note that plastic bags do not go into the blue bin. These are part of your regular trash, and are not recyclable.

Your cooperation please: Make sure to empty any food or beverage containers before placing them in recycling

Townhouse residents: Please sort your trash in accordance with the above criteria. If your trash is unusually dense, heavy or contains sharp objects, please use 2 trash bags.

Hi-rise residents: To avoid insect and rodent infestation, and to reduce unpleasant odors in the trash room and chutes, please do not put any loose garbage in the chutes and make sure to place only clean items in recycling bins. Trash being put into the chutes should be double-bagged to avoid any possibility of breakage as a result of the drop.

We appreciate your attention to the above.

Management

RULES AND REGULATIONS OF THE DELRAY BEACH CLUB RESIDENCES

This form is to be returned with your application

(I)(We) have read these Rules and Regulations, understand them, and agree to abide by them.

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Unit _____