

**RULES AND REGULATIONS
OF
NUMBER ONE CONDOMINIUM ASSOCIATION
PALM GREENS AT VILLA DEL RAY, INC.**

5801 VIA DELRAY
DELRAY BEACH, FLORIDA 33484

PALM GREENS

AT VILLA DEL RAY

REVISED

2018

EMERGENCY TELEPHONE NUMBERS

SHERIFF – POLICE – PARAMEDIC – FIRE

CALL 911

NON-EMERGENCY TELEPHONE NUMBERS

FIRE.....616-7000

SHERIFF.....688-3000

POLICE.....243-7800

HOSPITALS

DELRAY COMMUNITY.....498-4440

BETHESDA COMMUNITY DELRAY.....278-7733

BOYNTON.....737-7733

BOCA RATON COMMUNITY.....395-7100

FLORIDA POWER & LIGHT.....734-7100

NUMBER ONE CONDOMINIUM ASSOCIATION

OFFICE.....498-1330

AFTER 4PM & WEEKENDS.....498-1330

SOLID WASTE AUTHORITY.....1-866-639-2467

FOREWARD

The Rules and Regulations published herein shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times obey these Rules and Regulations and shall see that they are faithfully observed by their families, guests, invitees, servants, tenants and all persons over whom they exercise control and supervision.

*Unit owners must advise tenants, relatives and guests of all
Rules and Regulations pertaining to use and care of premises
and recreation areas (i.e. Trash, Pool, Tennis, Parking, Etc.)*

Common areas are the concern of Number One Condominium Association Board of Directors and the Property Manager. Any necessary work to be done on common areas for the good and welfare of the Condominium residents is determined by the Board of Directors and /or the Property Manager.

All guests are, in fact, guests of every owner of this complex. The Association has established rules and regulations to which all owners and tenants must adhere, and therefore, all guests must also comply.

Violation of Rules and Regulations may be subject to fines, court actions and legal costs.

THE FAILURE OF THE ASSOCIATION TO PREVIOUSLY ENFORCE ANY
CONVENANTS, RESTRICTIONS, OR OTHER PROVISIONS OF THE CONDOMINIUM
ACT, DECLARATION, BY-LAWS OR RULES AND REGULATIONS WHICH MAY
HAVE BEEN ADOPTED FROM TIME TO TIME SHALL NOT CONSTITUTE A
WAIVER OF THE RIGHT TO DO SO THEREAFTER.

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1. SALES AND LEASES

A. SALES

1. Owners who wish to sell a unit shall obtain a sale application from the Association office. When properly completed the application shall be submitted to the Board of Directors for approval, together with a \$100.00 service fee.

2. The resale of a unit to a corporation or a partnership is prohibited.

3. The prospective buyer must appear personally before the Board of Directors, or a member thereof, before approval is granted for a sale. This interview will be arranged for a mutually agreeable date and time.

4. Units within the Association jurisdiction, may through inheritance, be owned by a person under 55 years of age, including a minor; however, occupancy is limited to adults over 18 years of age according to the limitations expressed in the Declaration of Condominium and By-laws of the Number One Condominium Association.

B. LEASES

1. Owners who wish to lease a unit shall obtain a lease application from the Association office. When properly completed the application shall be submitted to the Board of Directors of the Association for approval together with a \$100.00 service fee.

2. No more than one (1) couple may be named as tenants on a lease, and occupancy must be by the couple so named.

3. Units may be rented for a term of no less the four (4) months, but only once during any twelve (12) month period. In determining this, the term of the lease, not the date of the lease shall be used. The unit owner must furnish the lessee and/or guests with a copy of the Rules and Regulations.

4. The term of any lease shall not exceed one (1) year.

5. The leasing of a unit to a corporation or partnership is prohibited.

6. A new owner may not lease their condo until two years after date of purchase.

2. GUESTS

A. All rules and regulations for Unit Owners are applicable to all guests. Unit owners are responsible for their guest's behavior and decorum.

B. Temporary houseguests (immediate family members or any others) may not visit for more than thirty (30) days per calendar year in the aggregate. Immediate family members are as follows: parents, children (over 18), grandchildren, brothers and sisters of the unit owner(s). No more than six (6) guests, including minors, are permitted to visit at any one time.

C. In the absence of the unit owner(s), immediate family guests may occupy the unit for not more than thirty (30) days per calendar year in the aggregate.

D. All live-in permanent guests must be over eighteen (18) years of age and be in residence only when the unit owner is in residence. Only permanent guests over fifty-five (55) years of age may reside in a unit when the unit owner is not in residence.

E. Roller skates, scooters, tricycles, bicycles, skate boards or similar toys are strictly prohibited. Riding of these wheeled toys and ball playing in the parking areas are prohibited. The parking areas are not to be used as playgrounds.

3. ABSENCE FROM RESIDENCE

Each unit owner who plans to leave his unit for an extended time shall, prior to departure:

A. Remove all furniture and other objects from the exterior of the building.
Unless this rule is complied with, the Association will have all items removed with no responsibility therefore, and any cost thereof will be the responsibility of the unit owner.

B. *Notify the Association office of their dates of departure and return, and furnish an address and telephone number where they may be reached in case of emergency. In the event an owner leaves a car on the premises while away and does not notify the office who has the key for it, any towing will be at the expense of the vehicle owner in case of emergency, or maintenance requirement, which would require removal of the vehicle.*

C. Pursuant to its right of access to a unit due to an emergency during the owners absence, a key to the front door of all units must be deposited with the Condominium office. The unit owner should arrange for a **housesitter** to perform periodic checks during his/her absence. The Association must be informed of the name, address and phone number of the housesitter.

D. Shut off main water valve and water to the dishwasher, washing machine, ice maker, toilets and hot water heater. Make sure to leave water in the toilets.

4. USE AND OCCUPANCY

A. No trash cans, or other articles shall be placed on balconies, walkways or stairways, nor shall linens, cloths, clothing, curtains, rugs, mops, or any kind of other articles be shaken or hung from any of the windows or doors or be exposed on any part of the common elements. Fire exits shall not be obstructed in any manner, and the common elements shall be kept free and clear of rubbish, debris and other unsightly materials.

B. No unit owner shall allow anything whatsoever to fall from the windows or doors of his unit, nor shall he sweep or throw from the unit any dirt or other substance onto the balcony, walkway or stairway or onto any other part of the common elements.

C. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the unit or condominium property by any unit owner or occupant.

D. No awning, canopy, shutter, addition, alteration or other projection shall be attached to or placed upon the outside walls or roof of a condominium building without the written consent of the Board of Directors of the Association.

E. Objectionable material, such as aluminum foil, bedsheets, etc., shall not be used on inside or outside of windows or doors, when visible from the outside.

F. No inflammable, combustible, explosive fluid, chemical or substance, shall be kept in any unit, nor on common grounds except as required for normal household use. Such articles shall be kept in a unit only for the time necessary for immediate use.

G. 1) The care, maintenance and landscaping of privacy courts including those privacy courts which have been enclosed by adding on to the beams by any unit owner past or present will cause any and all beams to be the responsibility of the present unit owner. Any plantings in and around said privacy courts including foundation shrubbery are the responsibility of the unit owners for whom those areas are reserved. Failure by the unit owners to comply after notice in writing shall result in a charge by the Condominium to be levied and paid for by the unit owner at the same rate as contractors charge for this work.

2) Any rain gutters and downspouts, or any other connections associated with said rain gutters that have been installed by any unit owners past or present will be the responsibility of the present unit owner, and any damage to any part of the building resulting from said installation or improper maintenance shall be the responsibility of the present unit owner.

H. A unit is to be used as a single family private dwelling and for no other purpose. Individual rooms may not be rented. Business of any kind may not be conducted in or from any unit.

I. Smoke alarms must be in working order and must be installed in all units.

J. No more than four (4) adult persons of one immediate family may occupy a unit on a permanent basis, within the provisions of paragraph "D", section 2, "GUESTS", page 2 of these Rules and Regulations.

5. TRASH

A. Unit owners will only use the trash bags supplied by the Condominium office.

B. All trash will be picked up by the contract collector on the days designated, currently Wednesday and Saturday of each week. Trash bags will be placed at the appropriate "T" for pick up.

C. Trash is permitted to be placed on the "T" after 5 PM on the evening before the day of pick-up. No garbage should be put out in supermarket bags. Recycle remains the same.

D. No unit owner is permitted to deposit refuse or trash in any dumpster on the premises.

E. Yellow recycling bins shall be hidden from view except for the evening before and on the day of collection.

F. Items such as furniture and florescent tubes will not be removed by the collector. If you have problems with this type of removal, call the Condominium office for assistance. Call Solid Waste Authority (1-866-639-2467) for information regarding pick up days.

G. Empty cartons must be flattened or collector will not remove them.

H. One roll of trash bags will be provided to each unit by the Condominium Office. **This will be an annual supply.** If additional trash bags are required, the unit owner will provide them, of similar type and color, at his/her expense

6. VEHICLES AND PARKING

A. All unit owners shall park only in the space designated by the Association and marked for their exclusive use. Guest spots may not be assigned for the exclusive use of any unit owner. Only head-in parking is permitted.

B. Unit owners with more than one (1) vehicle shall park the additional car in a guest spot. No dead storage will be permitted in courts. Such vehicles will be towed away at owner's expense.

C. Parking is permitted only for usually accepted passenger vehicles. Any vehicle designated for commercial purposes, house trailers, boat trailers, recreational vehicles, commercial or windowless vans or any vehicle with commercial lettering shall not be parked in any court.

D. Unit owners shall not store or park boats, boat carriers, or dead storage vehicles in courts. They may obtain approval to park in the "long-term parking area" from the Recreation Condominium.

E. The parking facilities shall be used in accordance with the Rules and Regulations of the Association. A vehicle which cannot operate on its own power shall remain on the Condominium property for no more than twenty-four (24) hours. Repairs or maintenance of vehicles shall not be done in the parking areas.

F. TOWING

1) The Association has contracted with a local towing company to remove vehicles in violation of the Rules and Regulations and the By-laws of the Association.

2) Illegally parked vehicles, or those not removed for maintenance purposes, will be towed at the owners' expense.

G. All cars of unit owners and lessees to be parked in their court must have an ID registered sticker which will be obtained at the Condo office and shall be affixed to the rear bumper on drivers side and parked head in.

Absence of ID stickers and improper parking will result in tow-away of vehicles at the expense of the owner. Cars of unit owners parked during the summer vacations shall be parked only in the correct numbered spot of the unit owner. The office must be told where the car key may be obtained in case of emergency.

H. Guests parked overnight must have a guest parking sticker obtained from our Condo office. Said stickers are to be affixed to the inside rear window on the driver's side.

7. PAYMENT OF MAINTENANCE

A. Checks for monthly maintenance shall be made payable to "Number One Condominium Association – Palm Greens," placed in the pre-addressed envelopes, and mailed or brought to the office of the Association with proper payment receipt.

B. Payments of regular monthly maintenance shall be made the first day of each month (or in advance), and in the event that such payments are ten (10) or more days late, they are subject to a \$25.00 late fee, and at the end of thirty (30) days, will be subject to legal means of collection, including lien, foreclosure, acceleration of all maintenance due for the balance of the year, attorney fees and court costs according to our documents.

C. All checks to Condo I must be drawn on a U.S. bank or the unit owner will be responsible for the per check charges from our bank.

8. ALTERATIONS AND ADDITIONS

A. All proposed outside alterations and /or additions to any structure shall first require the approval of the Board of Directors and with such terms and conditions as they may require.

B. Permission must be obtained from the Association for removal or relocation of sprinkler heads and plantings. The unit owner will be charged for such service.

C. Request for installation of plantings other than those originally provided, must be submitted in writing to the Board of Directors for approval, including a drawing to indicate placement and detailing the type of foliage to be planted. Such approved plantings must be maintained by the unit owner. Unit owners may be directed to remove any plantings not approved by the Board of Directors, who reserve the right to remove such plantings if not removed in a reasonable time. Plantings in limited common areas shall be maintained by the unit owner.

D. Permission must be obtained for the painting of stairs, walkways, patios and balconies. When permission is granted the unit owner becomes responsible for all maintenance and/or damage even if caused by sub-contractors.

E. Permission must be obtained from the Board of Directors for any interior structural changes which will affect any interior common elements.

F. The installation of floor tiles in upper story units must include insulation to reduce noise.

9. PETS

No dogs, cats, or any other animals are permitted with the exception of “seeing eye” dogs.

10. GENERAL RULES

A. No unit owner or resident shall direct, supervise, or in any manner attempt any control over the employees of the Association or sub-contractors. Any Association employee accepting remuneration during his normal working hours will be subject to dismissal.

B. Domestic help and service personnel of the unit owners may not gather or lounge on the common elements.

C. No unit owner shall make or permit any disturbing noises in his unit, by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or conveniences of the other unit owners. No unit owner shall play upon or suffer to be played upon any musical instrument or operate or suffer to be operated a phonograph, television, radio or sound amplifier in his unit in such manner as to disturb or annoy other occupants of the condominium.

D. No radio or television installation or other wiring shall be made without the written consent of the Association. No lighting fixture, antenna, or aerial shall be erected or installed on any roof or exterior wall of any condominium building. Any said light fixture, antenna or aerial is liable for removal without notice and at the cost of the unit owner for whose benefit the installation was made.

E. Complaints concerning that which is not socially acceptable in dress, conduct and speech, or infractions of any Rules and Regulations should be promptly reported in a signed statement to the Association Manager who will proceed against the responsible member to cure the offense and/or refer the matter to the Board of Directors for action. In all instances the manager will file a report with the Board. It is intended in this rule that if a problem of conduct is so imperative as to require immediate action, the manager is authorized to act to correct or halt it and to report fully such action to the Board as soon as possible. In the absence or unavailability of the manager a member of the Board should be contacted in emergency situations of this nature.

F. No unit owner is to tamper with the lighting or the sprinkler system. All requests must be made to the Condominium office. Any violation shall result in a charge for parts and labor to the violator.

G. Unit owners will not be permitted to request employees to transport any unit owners anywhere at any time, except in case of emergency.

H. Unit owners must observe posted speed limits, STOP, and parking signs within Palm Greens at Villa del Ray.

11. SECURITY SYSTEMS

A. The installation of any security system in any unit must not be attached to, or in any way interfere with, any common elements or limited common elements.

B. The unit owner must provide the Association with a copy of the proper alarm code to their unit in case of emergency. The Association is not liable for any misuse of this code and every unit owner that installs a security must sign a GENERAL RELEASE OF ALL CLAIMS.

C. The security outdoor sign shall be placed by the main wall of the building to the right of the door, as close to the door as possible, but no more than 18 inches from the wall. Permission of the Board must be obtained for any other placement. The same rule applies to the rear of the building. Decals shall be placed only in the lower panel of the windows.

12. CONCLUSION

A. Each unit owner is entitled to one (1) copy of the revised booklet of Rules and Regulations. This booklet, like the Condominium Documents, must be transferred to the purchaser of any and all units.

B. Replacement of this booklet or additional booklets may be obtained for a service charge of one dollar (\$1.00) for the edification and /or information of a renter if the booklet is not provided by the unit owner.

C. In the event an owner, family member, lessee, invitee, guest or servant fails to observe these Rules and Regulations then the Association has the right to impose any applicable fines on the owner.

D. A fee of \$35.00 will be charged to any unit owner who misplaces their mailbox keys and need a new mailbox lock.

E. Pressure cleaning of the patios rendered by the Condo will have a fee attached to it determined by the Property Manager.