

*Number 2 Condominium Association
Palm Greens at Villa Del Ray, Inc.
5801 Via Delray
Delray Beach, Florida 33484
Telephone (561) 498.1051*



**RULES
AND
REGULATIONS**

REVISED 2017

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RULES AND REGULATIONS

In every community, there must be certain standards of conduct established in order to protect the rights of all individuals in the community and assure that the basic right to pursue happiness is not impaired. The rules allow each Unit Owner to know what is expected of them, their family members, guests, lessees or any other authorized occupants of the units. The Board of Directors, in an effort to make Palm Greens Condominium 2 a highly desirable place to live and protect the value of the Units, would like the buildings treated as private homes for happy, congenial and responsible people.

Non-enforcement of a rule or regulation does not constitute a waiver of the right to enforce that rule or regulation at a later date.

Family members, unless defined differently, means parents, step-parents, siblings, children, step-children, grandparents, and domestic partners of any of the foregoing.

The definitions used in these rules shall have the same meaning as defined in the Declaration of the Condominium, as amended and reinstated May 16, 2016, unless the context clearly suggests otherwise or the Florida Condominium Act (Chapter 718) as either may be amended from time to time. Where appropriate, the relevant section of the Governing Documents will be cited. (A= Articles of Incorporation, B= By-Laws and D= Declaration)

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1. ABSENCE FROM UNIT (D7.2 (k) (l))

- A) Owners, lessees or authorized occupants must notify the Association office of any consecutive absence for seven (7) days or more.
- B) Absentee Owners are required to periodically, but no less than monthly, have their units inspected for maintenance issues. If any maintenance issues are discovered, they must be reported to the Association office.
- C) Owners of each Unit are required to provide a working key of the exterior door of his or her unit to the Association office. Failure to provide a working key will result in the Unit Owners being responsible for any damage caused by forced entry, in case of an emergency. The Association also reserves the right to seek injunctive relief to require a key be provided for the safety of the building and the other residents of that building.
- D) Owners must leave his or her (and house sitter, when appropriate) emergency contact information at the Association office. Unit Owners must notify the Association office of any change of contact information including address and telephone number.
- E) Owners absent during hurricane season must remove all furniture and other free-standing items from all porches, patios and verandas. (See Hurricane Preparedness # 9)
- F) If a Unit is closed or left unattended for more than twenty-four (24) hours, all inside valves and spigots must be turned off. If the valves and spigots are not shut off and damage occurs, the Owner will be responsible for all the costs associated with the repair.

2. ADDITIONS, ALTERATIONS, REPAIRS AND REPLACEMENTS (D3.5) (D7.1, 7.2(a)-(l), D8 D9.2)

- A) Unit Owners shall not make any structural additions, alterations, modifications, repairs, replacements or changes to the Common Elements, Limited Common Elements or structural components of the Building, or engage in Unit remodeling work, without the prior written approval of the Board. (see Article 9 of the Declaration).
- B) If work requires a permit, the permit must be obtained prior to the commencement of the work and a copy provided to the Association office.
- C) Unit Owners shall not cause or permit anything to be placed on the outside of the Building; nor affixed to or placed upon the exterior walls of a Unit or the roof; nor exposed on or at any window, door, screened porch, terrace or balcony, visible from the exterior of a Unit, including but not Limited to: signs, nameplates, descriptive designs, lettering, advertisements, shutters, awnings, glass, screens, curtains, blinds, draperies, shades, reflective film, or any item(s), without the prior written consent of the Board of Directors. No radio or television installation or other electronic equipment will be permitted in any Unit, which interferes with radio or television reception of another Unit. Notwithstanding the foregoing, there are exceptions:
 - 1) The Association will not refuse the request of Unit Owners for a reasonable accommodation for the attachment on the mantel or frame of the door of the Unit Owners of a religious object not to exceed 3 inches wide, 6 inches high and 1.5 inches deep.
 - 2) The Unit Owners may install a satellite dish within the boundaries of the Unit Balcony in accordance with the Federal Over the Air Device guidelines. Such dishes may not exceed one meter (39, 37 inches) in diameter and may not be mounted on the Common Element or Limited Common

Element walls or roofs and may not overhang the balcony.

- D) Patios may not be installed on the Common Elements or Limited Common Elements.

3. ASSESSMENTS (D10 (b)(D11)(D12)(B7.3))

Monthly maintenance fees are due on the first (1st) of each month and must be received in the Associations office no later than the tenth (10th) of the month. If received after the tenth (10th) of the month, there will be a late fee assessed, after thirty (30) days interest will be charged at the highest rate permitted by Florida Law. If the Assessment is not paid by the last day of the month, the file may be turned over to collections and the Unit Owner will be responsible for the attorney's fees and costs.

4. BARBECUES

- A) Use and storage of Barbeque grills must be in accordance with The Florida Fire Prevention Code.
- B) Barbeques, or other similar devices used for cooking shall not be used on any balcony, under overhanging portions and must be at least 10 feet away from any building when being used.
- C) Barbeques must be stored on open patio's or in the garbage enclosure with the valve on the propane tank tightly secured.
- D) Barbeques must be either electric or propane. Propane may not be stored inside a unit unless a Hurricane Warning has been issued for the area of Palm Beach County where the condominium is located.

5. DISRUPTIVE AND NUISANCE BEHAVIOR (D16.7) (D16.8)

- A) No activity or behavior shall be allowed which is a source of annoyance to residents or occupants of Units, or which interferes with the peaceful possession or proper use of the Condominium property by its residents or occupants.
- B) In second floor Units, all rooms and hallways, other than kitchens and bathrooms, shall either be carpeted with a good grade of carpeting and padding, or hard flooring and tile on sound-proofing material, after receiving the written approval of the Board.

6. EXTERIORS (D9.1)

- A) Other than approved foliage, within eighteen (18) inches of the outside wall, Unit Owners may not make any additions, alterations, or improvements to Common or Limited Common Elements. All planting within the eighteen (18) inches must be approved by the Board. Foliage not approved may be removed by the Association.
- B) Approaches to all units must be completely free of any objects that might impede rapid ingress and egress to Units.
- C) Placing of exterior numbering, lettering, or signs is prohibited. The only exception is one (1) security sign which may be placed on the front door, immediately next to the front door, or displayed from a Unit window. (See Additions, Alterations, Repairs and Replacement (2 C1))
- D) Personal belongings, including but not limited to laundry and towels, may not be placed on the patio, porch or balcony, railings and exterior walls. Railings and exterior walls must be free of all encumbrances.
- E) Furniture and other items must not be left unattended outside

of the Unit on the Common or Limited Common Elements, including but not Limited to walkways, passages, front or rear lawns, or in the recreational areas.

- F) Patios may not be installed on the Common Elements or Limited Common Elements. (See Additions, Alterations, Repairs and Replacement 2D)
- G) Motor and/or engine repair(s), and oil changes cannot be performed in the parking areas. Only emergency repairs such as changing a car battery or changing a flat tire may be performed in the parking areas.

7. GARBAGE AND RECYCLABLES

- A) Garbage cans and recycle bins must be stored in the designated garbage enclosure.
- B) The Solid Waste Authority (SWA) recycle rules must be complied with.
- C) Garbage containers and recycle bins may be placed outside in the designated area on the day prior to pick up, no earlier than 4:00pm. Empty containers and bins must be removed by noon or after collection the day of pick up.
- D) Sunken garbage disposal units or subterranean structures for the storage of garbage are prohibited.
- E) Trash and garbage may only be placed outside in a garbage can with a cover.

8. HOUSE GUESTS (D16.1- D16.4)

- A) Guest restrictions are detailed in Article 16.4 of The Declaration of Condominium. There are two types of guests: those

who stay at the Condominium WITH the Unit Owners present and those staying in the Unit WITHOUT the Unit Owners present. Only family members may visit for more than thirty (30) consecutive days.

- B) Family members, who stay for more than thirty (30) consecutive days are considered tenants. The Association Office must be notified and the individual(s) must fill out an application and shall be subject to orientation with the Board of Directors.
- C) A person under 55 years of age must have an individual 55 years of age or older residing in the unit while they are visiting.
- D) House guests must comply with all rules and regulations stated herein.
- E) Appropriate passes and permits must be obtained for all house guests.
- F) If an Owner will not be present when guests are at the Unit, written permission from the Unit Owner (in this instance the term Unit Owners only references recorded Owners of the Condominium Unit) must be submitted to the Associations Office prior to guest(s) arrival.

9. HURRICANE PREPAREDNESS (D 7.5)

- A) If a Unit will be vacant for more than forty-eight (48) hours during hurricane season (June 1 to November 30), all moveable objects on the patio or veranda must be placed inside the Unit prior to departure.
- B) Absentee Owners must comply with all provisions under Item 1. Absence from Unit
- C) Owners, guests or lessees must prepare their Unit, their motor

vehicles, and their personal belongings in a manner intended to protect their property and the Condominium buildings when a Tropical Storm or Hurricane Watch or Warning is issued for the area of Palm Beach County where the Condominium is located.

- D) If the Unit is occupied, all hurricane shutters on the exterior of the Unit must remain fully operational, even when there is no tropical storm or hurricane watch/warning issued for the area covering the Condominium. If a Unit Owner(s) is out of town when a tropical storm/hurricane watch/warning is issued, the Owner is responsible for having someone to close and secure Owner(s) shutters. The Association is not obligated to close the shutters of the Unit to protect the Condominium building.
- E) Deployment of hurricane shutters shall only be allowed from June 1 to November 30 each year to coincide with the duration of the Atlantic Hurricane Season, as set forth by the National Oceanic and Atmospheric Administration website.
- F) Generators may be used in accordance with Palm Beach County Fire Code, only when a Hurricane Warning is issued for the area of Palm Beach County where the condominium is located.
 - 1) Portable combustion engines shall not be located within ten (10) feet of the building while being used.
 - 2) Once a hurricane warning has been issued, only 10 gallons of gasoline are permitted in a unit. Within 48 hours after the storm and power is restored, the gasoline must be removed from the unit.
 - 3) Generators cannot be connected to electric units, they may only be connected to one appliance at a time.
- G) If Unit windows are secured with plywood, it is the Unit Owners responsibility to repair all changes made to the Common and Limited Common Elements within seven(7) days after the hurricane.

10. IDENTIFICATION CARDS AND PASSES

- A) All Owners or Lessees must have officially issued Palm Greens 2 identification card(s).
- B) All Owners and Lessees must have appropriate parking permits on their vehicles. Owners and Lessees with overnight guests must obtain the appropriate parking permits and passes, with the dates of arrival and departure. Late night or weekend guests may obtain their parking permit the following work day.

11. LEASES (D 16.10)

- A) An Owner may not lease a Unit for a twelve (12) month period from the date the title is acquired.
- B) Written permission of the Board of Directors must be obtained before a Unit is leased.
- C) Application for leases will not be approved if all financial obligations are not current
- D) Subletting is strictly prohibited.
- E) Units cannot be leased more than once in a twelve (12) consecutive month period.
- F) Only the persons approved on the lease application may live in the Unit.
- G) Owners are responsible for any damage caused by and/or any fines assessed against lessees. Lessees who violate the provisions of the Governing documents or the Rules and Regulations are subject to eviction.
- H) When a Unit is leased, Lessees shall have all use rights in the Association's property and those Common Elements otherwise readily available for use generally by Unit Owner and the Unit

Owner shall not have such rights, except as a guest, unless such rights are waived in writing by the Lessee.

- I) Lessees are required to have an orientation with the Board of Directors, unless it is a renewal for the same unit.
- J) Move-in times are between the hours of 8:00am to 8:00pm.

12. PARKING / VEHICLES (D 16.11)

- A) Only passenger automobiles, motorcycles, scooters, mopeds, station wagons, sports utility vehicles, passenger vans (passenger vans must have windows on all body panels) and pick-up trucks, up to one-half ton capacity, may park on Association property. (see D16.11(b))
- B) Scooters, mopeds or modified bicycles must be parked outside in designated areas. Bicycles may be stored within Units.
- C) Vehicles, including those listed in A, showing or displaying commercial, charitable, or institutional markings, signs, displays or otherwise indicating a commercial or other non-personal use or a vehicle used for commercial purposes shall not be permitted to park overnight on Association property.
- D) All permitted vehicles parking on Association property overnight must be registered with the Association and display the appropriate parking permit or pass.
- E) Owners(s) must park in their assigned spot which is marked in white.
- F) Guest parking spaces, which are marked in yellow, may not be used as permanent parking, and are not assigned.
- G) Vehicles may not be parked backed into any parking space.
- H) Vehicles which are not parked in accordance with the provi-

sions of the Declaration, or these rules, are subject to being towed at the vehicle Owner's expense.

13. PETS (D 16.5)

- A) Except for fish, in tanks no greater than five (5) gallons, animals, pets, or wildlife of any kind shall not be kept in any Unit or on any property of the Association.
- B) Grandfathered pets (those pets on the Association's property prior to 2009) may not be replaced upon their death or disappearance.
- C) Owners must immediately remove solid waste left by their pets and dispose of it in their own waste receptacles using a sealed plastic bag.
- D) Whenever a Grandfathered pet is outside, it must be on a leash or hand carried. The leash may not be longer than six (6) feet in length.
- E) Grandfathered pets on the Association property may not be kept, bred or maintained for any commercial purposes. Grandfathered pets causing or creating a nuisance or unreasonable disturbances, including, but not limited to, noise or odors which disturb other residents, lunging at or biting people or other pets, or urinating or defecating inside the hallways or outside of the Condominium building without being cleaned by the pet's Owners, shall be permanently removed from the Association property subject to these restrictions, upon three (3) days written notice from the Board of Directors.

14. RECREATIONAL FACILITIES

- A) The following rules must be adhered to at all times at the satellite facilities:
- 1) Everyone in the pool/tennis area must have proper Condominium 2 issued I.D or a guest pass.
 - 2) Showers must be taken before entering the pool or hot tub.
 - 3) Diving, running or jumping is not permitted.
 - 4) Floatables', such as rafts, balls, rings, scuba gear, flippers and masks are not permitted.
 - 5) Children in diapers are not allowed in the pool.
 - 6) Changing diapers must be done in restrooms. Diapers must be properly disposed of in the waste receptacles
 - 7) For their safety, children under twelve (12) years of age must be accompanied by an adult.
 - 8) Food and drink is not permitted in the pool area.
 - 9) Smoking, or vaping, including the use of electronic or E-cigarettes, is not permitted in the pool or pool area.
 - 10) Persons wearing bandages or with any skin affliction are not permitted in the pool.
 - 11) Spiked shoes, bicycles and metal toys are not permitted in the pool area.
 - 12) Chairs and chaise lounges may not be reserved.
 - 13) Pool furniture must be at least five (5) feet from the edge of the pool.
 - 14) Bathing attire is required in the pool and hot tub.

15) All property in the pool area, including chairs, chaise lounges, tables, landscaping, and fence(s), are the property of the Association and cannot be removed from the pool area.

B) All other posted rules must be complied with.

C) The Association may suspend use of the pool or tennis to any individual who does not abide by the rules or who damages the property; such suspensions will be handled in the manner outlined in Chapter 718 of Florida Statutes.

15. SALES AND TRANSFERS (D17)

A) The following transfers shall be subject to written approval by the Board of Directors:

1) All sales.

2) All leases.

3) Units must be owned for no less than one (1) year before leasing. (See item 11 Leases)

4) All transfers by gifts.

5) All transfers by devise or inheritance.

6) All transfers from mortgages who have obtained title by foreclosure or Deed in lieu of foreclosure.

7) There shall be no limitations upon sale, lease or occupancy of any Unit or the enjoyment of any property within the Community based upon race, sex, color, religion, national origin, disability, sexual orientation, age, marital status, or gender identity or expression. The Association may make reasonable accommodations, including reasonable waiver of

the covenants and restrictions of the Condominium Documents, or permit reasonable modifications in the Community when necessary to afford handicapped or disabled individuals the opportunity to enjoy the Community premises, or to comply with the other legal requirements. The Community is Housing for an Older Persons Community, and is exempt from familial status requirements.

16. TRAFFIC REGULATIONS

- A) All posted traffic signs, and state laws must be complied with.
- B) Bicyclist must ride in the street, not on sidewalks, in the same direction as traffic.

17. UNITS (D 16.1, 16.2, 16.12, 16.13, 16.14, 16.15)

- A) Each Unit shall be used as a single family residence.
- B) Any change in occupancy shall be submitted in writing to the Board of Directors.
- C) The maximum number of people who may reside in a Unit is two per bedroom. (Bedroom is defined as a room with a built in closet as provided in the original configuration of the unit).
- D) Occupancy shall not be permitted by individuals under eighteen (18). Occupancy shall not be permitted between eighteen (18) and fifty-four (54) years of age, unless at least one individual age fifty-five (55) years or older also occupies the unit.
- E) The only exception to D is where occupancy by individuals between eighteen (18) and fifty-four (54) years of age is the spouse or children of a deceased Condominium Parcel Owner and lived in the Unit prior to the persons demise.

- F) In second floor Units, all rooms and hallways, other than kitchens and bathrooms, shall either be carpeted with a good grade of carpeting and padding, or hard flooring and tile on sound-proofing material after receiving the written approval of the Board of Directors.
- G) Units shall not be used for business purposes that cause noise, odor, traffic or debris inconsistent with residential housing.
- H) All units must have at least one (1) operative smoke alarm.
- I) A Unit Owner and/or his or her family may only own two (2) units (unless owned prior to May 16, 2016).

18. FINES AND PENALTIES

- A) The Board of Directors shall reserve the right to impose a fine(s) against a Unit Owner(s) or Unit(s) for violations of the rules set herein and Section 718 of Florida State Law, Federal Law or applicable county/city ordinances, as may be amended from time to time.
- B) The Board of Directors shall reserve the right to suspend the rights of the Unit Owner(s), his/her Lessee(s), or guest to use of any portions(s) of the Common Elements on Association Property in accordance with the rules and regulations set herein and Section 718 of Florida State Law, Federal Law or applicable county/city ordinances, as may be amended from time to time.

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