

**PROMENADE CONDOMINIUM ASSOCIATION
RULES AND REGULATIONS
REVISED 5/18/21**

The Rules and Regulations hereinafter enumerated as to the condominium property, the common elements, the condominium units, and the condominium in general shall apply to and be binding upon all unit owners. The unit owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, workers, care-givers, contractors, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision.

Violations of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other unit owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Association and the By-Laws of the Association.

The Association may remedy violations by fine, injunction or other legal means and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorney's fees against any person violating the Rules and Regulations, or the Declaration of Condominium and any of the Exhibits attached thereto. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors.

1. EMERGENCY ENTRY AND KEYS:

- a. In case of any emergency, regardless whether the owner is present or not, the Board of Directors of the Association, or any other person authorized by it, or any designated member of Management shall have the right to enter such dwelling for the purpose of remedying or abating the cause of such emergency.
- b. All unit owners MUST deposit a key or keys to their apartments with the Management Office in the event of an emergency. This includes elevator access keys to all penthouse levels. THIS IS MANDATED BY THE STATUTES OF THE STATE OF FLORIDA.
- c. The security code for the alarms must be left with the Office in case an alarm goes off or a unit must be entered. If not with the Office, there must be a friend/neighbor who can either give this information to Management or come turn the alarm off in the event of an emergency.

- d. Automobile keys for cars left unattended over ten (10) days must be left with the Management Office or with a friend/neighbor who has access to the keys.
-
- 2. **FACILITIES:** The facilities of the Condominium are for the exclusive use of the unit owners, their approved lessees and guests accompanied by a unit owner. Any damage to the buildings, recreational facilities or other common areas or equipment caused by any unit owner or any guest shall be replaced or repaired at the expense of the unit owner.
-
- 3. **NOISE:**
 - a. Unless expressly permitted IN WRITING by the Association, no floor covering shall be installed in the unit, other than carpeting, wood, ceramic tile, marble or other floor covering installed by the Developer. If any one of the aforementioned is installed in a unit, floor covering must be set upon SOUND PROOFING or CORK BED approved by the Condominium Association.
 - b. Unit owners shall not make or permit any disturbing noises in the building or surrounding areas by themselves, their family, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. Unit owners shall not play or allow to be played any musical instrument or operate or allow another to operate a television set, radio or stereo equipment in the premises if the same shall disturb or annoy other occupants of the buildings or surrounding areas between the hours of 11:00 p.m. and 9:00 a.m.
 - c. Repeated reports to Management of noise by an owner due to walking across floors and/or the moving of furniture and deemed unreasonable by the Board will result in the owner being required to carpet 80% of the floor in order to deaden the noise. Unit owners and their guests should keep noise levels to a minimum when entering or leaving lobbies.
-
- 4. **OBSTRUCTIONS:** Sidewalks, entrances, driveways, passages, patios, elevators, vestibules, and all common elements shall be kept open and shall not be obstructed in any manner. Nothing shall be placed in the hallways outside of the individual apartment entrances unless approved by both parties on the floor.
-
- 5. **CHILDREN:** Children shall not play in the public halls, stairways or lobbies or interfere with the operation of the elevators. Children must be supervised at all times.
-
- 6. **EXTERIOR APPEARANCE:**

- a. The exterior of the condominium and all other areas appurtenant to the condominium shall not be painted, decorated or modified by any unit owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
- b. No awnings, window guards, light reflective material, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the condominium, except those that have been approved by the Association.
- c. Installation of drapes or curtains visible from the exterior of the unit shall have white or off-white, blackout type liners used.

7. BALCONIES:

- a. No balconies may be enclosed or screened without the prior written consent of the Board of Directors of the Association.
- b. Plants, pots, receptacles and other movable objects must not be kept on ledges of the balconies or terraces.
- c. Nothing shall be hung, shaken or poured from windows, doors, balconies or terraces.
- d. No cooking shall be permitted on any balconies or terraces of any unit.

8. STORAGE AREAS: Unit owners are responsible to see that nothing is placed in the storage areas which would create a fire hazard, infestation or spoilage.

9. BICYCLES/SHOPPING CARTS: Must be placed or stored in the designated storage area, in automobile or apartment. If stored, either in the storage area or racks in the parking areas, they must be tagged with owner's name and apartment number. Nothing may be kept in parking spaces, halls, lobbies or vestibules.

10. ATTIRE:

- a. Unit owners, their lessees, their families and guests shall not appear in the lobbies or common rooms except in appropriate attire. Towels DO NOT constitute a cover-up.
- b. Shoes must be worn in all building common areas including the lobbies, elevators, stairways and parking areas.

- c. Except in the outdoor recreational areas, people in bathing suits MUST wear shirts, jacket tops or robes and footwear AT ALL TIMES when in transit through common areas.
- 11. **PLUMBING:** Water leak detectors are not to be removed or disabled. When the 9v battery is low, the leak detector unit will beep one time every 10 seconds. A leak detector device shall be placed behind the refrigerator, next to the hot water heater, and in the air conditioning unit closet on the floor. These devices are the responsibility of the unit owner to maintain and replace. **It is imperative that every unit owner has leak detector alarms (and maintains them) to keep flood damage from spreading to other units.**
- 12. **TRASH CHUTES:** **All waste shall be securely wrapped in plastic garbage bags** and sent down the trash chute between 8:00 a.m. and 10:00 p.m. Large items that are not recyclables should NOT be placed down the trash chute or placed on the trash room floor, but rather management should be contacted for the owner to obtain access to the ground level trash room at the rear of the building.
- 13. **RECYCLING:** Newspapers should be neatly stacked and placed in the bin on the trash room floor. Glass recyclables, aluminum cans, and plastic bottles carrying the proper recycle insignia should be rinsed clean, dried, and placed in the designated container.
- 14. **ROOF:** Unit owners, their lessees, and their guests are not permitted on the roof for ANY purpose whatsoever. Owners are responsible to let management know when contractors or air conditioning companies are going to work on the roof.
- 15. **SOLICITATION:** There shall be no solicitation by any person anywhere in the building for any cause, charity or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.
- 16. **EMPLOYEES:**
 - a. No unit owner shall direct, supervise or in any manner attempt to assert any control over the employees of the association and/or any management firm or any association contractor.
 - b. Repairs or improvements made by a unit owner which are her/his responsibility shall not be requested of the manager or any other employee of the management company during working hours.
- 17. **COMMERCIAL PROHIBITION:** No unit may be occupied or used for any commercial or business purpose.

18. **COMMON FACILITIES:** Unit owners are requested to cooperate with management in the use of common facilities where more than one organized activity is scheduled for the same time.
19. **HURRICANE PREPARATIONS:** Each unit owner or lessee who plans to be absent from her/his unit during the hurricane season must prepare her/his unit before departure by:

- a. Removing all furniture and plants from the patio or balcony.
- b. Designating a responsible firm or individual to care for her/his unit during her/his absence and notifying the Association/Management Office of same.

20. GUESTS:

- a. Unit owner shall notify the Management Office, IN ADVANCE BY WRITTEN NOTICE, of the arrival and departure dates of guests who have permission to occupy the unit in her/his absence.
- b. Unit owners should have such guests check in at the management office upon arrival in order that service can be extended to them in case of any unforeseen occurrence.
- c. Guests must obtain an EXTENDED STAY parking pass from the Management Office and display it on their vehicle dashboard while on the premises.
- d. Guests staying longer than thirty (30) days will be considered lessees and must fill out an application and be interviewed by the Board.

21. SELLING/LEASING Section 18 (B) of Declaration

- a. **ALL UNIT OWNERS OFFERING A UNIT FOR SALE OR LEASE MUST NOTIFY THE MANAGEMENT OFFICE PRIOR TO THE UNIT BEING SHOWN.**
- b. An application form must be secured from the Office and completed in its entirety, and returned to the Office at least thirty days (30) days in advance of closing or leasing. If not received PRIOR to 30 days, the required interview for potential residence will not be granted.

- c. Applications shall include a non-refundable processing fee of \$250.00 made out to Promenade III, International background fees \$275.00 per person whichever applies, to pay for a background check of all occupants.
- d. If using a real estate agent, the agent's name and contact number must be given to the Office.
- e. No realtor lock boxes are allowed.
- f. An executed copy of the purchase agreement or lease agreement must accompany all purchase or lease applications.
- g. All sales and rentals are subject to approval by the condominium screening committee or Board of Directors. Approval shall not be unreasonably withheld provided all terms and conditions are complied with. **The name(s) on the lease is/are the only person(s) to live in the apartment.**
- h. All units shall be used as residences only and not for any other purpose.
- i. As stated in the Declaration of Promenade Condo Association Documents Section 18 (B):
"No Condominium Unit shall be leased or rented without the prior written approval of the Board of Directors, which approval shall not be reasonably withheld. The Board of Directors shall have the right to require that a substantially uniform of lease be used. Any and all lease agreements between an Owner and a lessee of a Unit shall be in writing, shall provide for a term of not less than three (3) months and must provide that the lease shall be subject, in all respects, to the terms and provisions of Promenade Condo Assoc, No. 3 Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association. In addition, no Unit may be leased more than one (1) time in any twelve (12) month period. Further no Unit may be leased for more than twenty-four (24) months in any consecutive thirty-six (36) month period.
- j. It is strictly prohibited for a lessee to either sublet her/his unit or have guests stay in her/his unit in her/his absence.
- k. Any action contrary to these regulations shall be cause for legal action and eviction by the association at the expense of the unit owner.

22. MOVING IN/OUT AND DELIVERIES:

- a. Moving in or out **MUST** be arranged through the Management Office so that the elevators can be padded and the floors protected. Any damage to the elevators will be charged to the offending owner.
- b. **NO MOVING VANS or BOX TYPE TRUCKS** are allowed in the Courtyard **AT ANY TIME**.
- c. Any owner or tenant moving in or out of the Promenade buildings shall be required to post a security deposit with Management in the amount of \$1000.00. If there is any damage by the movers, that amount will be deducted from this deposit, and the balance will be returned. If there is no damage, the entire amount will be refunded in full after inspection by Management.
- d. All moves or deliveries **MUST** be made in all Promenades no earlier than 9:00 a.m. and completed by 5:00 p.m. **MONDAY THROUGH FRIDAY**. No moves or deliveries can be made on Saturday, Sunday or Holidays, unless special permission is given by the Board of Directors.
- e. **NO work** is to be done in the apartment on Saturday, Sunday or Holidays.

23. RULES GOVERNING OUTSIDE CONTRACTORS: Primarily these rules apply to renovation contractors and their sub-contractors. However, the conduct of all outside vendors including furniture and appliance moving and delivery will also be governed by this policy. Exceptions to the policy are **EMERGENCIES**, which can rise from time to time related to plumbing, electrical and air conditioning systems.

- a. **DEPOSIT:** The unit owner will deposit with the Property Manager a check in the amount of \$1000.00 as security against damage incurred by any contractor or vendor. The Damage Deposit is to be provided **PRIOR** to work beginning, and will be returned in full within thirty (30) days after the work is completed and there has been no damage to the building or elevators. Should damage exceed the deposit amount, the unit owner will be responsible for the full amount of the damage.
- b. **RENOVATION PLAN APPROVAL:** PRIOR TO ANY PLANNED RENOVATION BY AN EXISTING OWNER OR NEW OWNER PRIOR TO MOVING IN, A CONSTRUCTION PLAN AND A REQUEST FOR REVIEW FOR ARCHITECTURAL MODIFICATION FORM **MUST BE SUBMITTED TO THE BOARD OF DIRECTORS FOR APPROVAL**.
- c. **BUILDING ACCESS:** **NO ENTRY** is to be made into the building before 9:00 a.m., and all vendors must leave the premises **NO LATER** than 5:00 p.m. **NO work** is to be done in the apartment on Saturday, Sunday or Holidays.

ABSOLUTELY NO ONE BUT THE UNIT OWNER(S) IS/ARE TO HAVE A MEDECO KEY TO THE BUILDING.

Daily entry is to be made by contacting either the residing unit owner or the Property Manager. If it is determined by the Board that this requirement has been violated, and in their opinion the security of the building has been compromised, at the Board's sole discretion, said locks shall be changed at the expense of the owner.

- d. **CERTIFICATION OF CONTRACTOR:** All contractors involved with renovations must be able to provide a Certificate of Liability Insurance, Workman's Compensation Insurance and a license to do business in Palm Beach County.
 - e. **CONSTRUCTION WASTE:** Construction waste MUST be disposed of by the contractor – not in the trash chutes, apartment toilets or sinks. All construction waste must be removed from the unit by hand trucks or dolly supplied by the contractor. Under no circumstances are building luggage carriers or other building equipment to be used. A contractor is expected to arrive on site prepared to do all work with his own equipment.
 - f. **CONSTRUCTION CLEANUP:** Each contractor MUST clean up DAILY. No common areas are to be left without being cleaned, vacuumed, etc. each day. Under no circumstances are building personnel to be expected to clean up after a contractor. Should cleanup be required, the unit owner will be responsible for all costs.
- CONTRACTOR PARKING:** No contractor or subcontractor is to park in any owner's parking space under ANY circumstances. All contractors MUST PARK THEIR VEHICLES IN DEFINED PARKING SPACES THAT THE UNIT OWNER WILL SHOW THEM, UNLESS THEY ARE IN THE PROCESS OF LOADING OR UNLOADING, WITH THE EXCEPTION OF MOVING COMPANIES. No building driveway or access door may be blocked by the contractor's vehicle. Under NO CIRCUMSTANCES, are trucks OVER 16 FEET in length allowed in the court yard. g.

h. DURATION OF UNIT RENOVATION WORK:

- (1) No renovation work is to exceed three (3) months duration from start to finish in any calendar year or consecutive twelve month period. Property Manager is to be advised IN WRITING of the official start date and NO work is to proceed prior to that date. The time frame in days is defined as

62 consecutive working days and does not include Saturdays, Sundays or Holidays. If additional time is required, subject to the type of renovation being made, a request can be made to the Board of Directors, IN WRITING, requesting an extension.

(2) If a construction project exceeds the planned time limitation, the Board of Directors has the authority to stop the work being done

SUMMARY: These regulations governing the conduct of outside contractors were prepared so that both unit owners and outside contractors have a clear understanding of Violations could result in a cessation of all work and a fine until violations are rectified. how major unit renovations and moving and major deliveries are to be handled. Promenade is a residential condominium and unit owners should have a reasonable expectation that they can go on with their lives with as little inconvenience as possible while construction is on-going. It should be clear that the unit owner has the responsibility to ensure that all persons contracted by the owner abide by these policies.

24. PARKING: PROMENADES I, II, III

- a. Each unit-owned vehicle for Promenade I, II and III MUST display a Promenade parking sticker and park ONLY in the parking space assigned to that unit.
- b. Guest vehicles are to be parked in GUEST PARKING spaces only within the interior courtyard or in other Guest Parking Spaces for that particular Promenade and MUST DISPLAY A CURRENT PARKING PASS ON THEIR VEHICLE'S DASHBOARD ON THE DRIVER'S SIDE.
- c. During the summer season, unit owner's second and/or guest vehicles may be parked in "known" vacated parking spaces WITH PERMISSION IN WRITING from that respective owner to be given to Management.
- d. Parking is forbidden in the inner courtyard in any other unit owner's space unless as noted in c above.
- e. An owner who has a caregiver should instruct her/his caregiver to PARK IN THE DEFINED PARKING SPACES that the owner will indicate.
- e. No motorcycles are allowed in the courtyard.
- f. No covering of vehicles is permitted at any time.

- g. All cars are to be parked head in only.
- h. Under no circumstances, other than to avoid an accident, can any privately owned or commercial vehicle make a left turn upon entering the Promenade courtyards. The interior courtyards are ONE WAY at all times. This includes cars parked nearest the archway.

PROMENADE I:

Unit owner's second car is to be parked in a Guest Parking Space and must display a Promenade parking sticker.

PROMENADES II & III:

Unit owner's second car **MUST BE PARKED IN THE OUTSIDE GUEST PARKING LOTS, NOT IN THE COURTYARD.**

If there is a first violation, the car will be ticketed, and if there is a second violation, the car will be TOWED FROM THE LOT. It will then be the owner's responsibility (financial and otherwise) to retrieve the car from the towing company.

Automobile registration on all cars must be up-to-date in order to be parked on the property.

26. USE OF SWIMMING POOL: USE POOL AND DECK AT YOUR OWN RISK

- a. SHOWER before entering pool and after using suntan lotion. (This keeps the filter system clean)
- b. Persons with sores, bandages, etc. ARE NOT ALLOWED in the pool.
- c. Children under 3 and those not toilet trained ARE NOT ALLOWED in the pool.
- d. No food and only drinks in plastic or metal containers are allowed at the tables in the pool area.
- e. Children and adults must not be noisy in the pool to the point of annoying others. Children must be accompanied by an adult AT ALL TIMES.

- f. Towels, shoes, etc. must not be left on unoccupied chair or chaises to "reserve" them, except when in the pool or on the pool deck. Otherwise, owners may remove the articles and use the chairs or chaises.
- g. Before leaving the pool, kindly close all umbrellas and return all chaise lounge and chairs to original locations.

h. NOT ALLOWED:

1. No pets allowed in pool areas.

- 2. No ball playing or running in or around the pool.

3. NO DIVING INTO POOL.

- 4. No one younger than 14 years of age allowed in spa.

- i. Unit owner(s) is/are responsible for their visitors to make sure that they read the posted rules and regulations for the pool area.

- j. When the storm alarm sounds, exit pool or spa AT ONCE.

27. USE OF THE CLUBHOUSE:

- a. The Promenade Clubhouse MUST BE RESERVED for use of private parties and gatherings. Call the Office (395-7732) for reservation. The club can only be reserved by a Promenade resident who MUST be present at all times during the rented use and be responsible for her/his guests.
- b. Clubhouse is to be left clean after use. All appliances, lights and air conditioners must be turned off prior to leaving.
- c. There is a \$75.00 usage fee and a \$150.00 refundable fee for private parties to offset any damages.
- d. No liquor may be served.

28. MISCELLANEOUS:

- a. No unit owner, her/his lessees or guests are allowed to bring a pet or pets on to the Association's property. This includes the apartment, terraces or balconies.
- b. Smoking in elevators is forbidden by Florida State Law and the Documents of this Condominium. Smoking is also forbidden in the common areas of the Association.
- c. Owners must notify the Office when they leave for the summer and when they return. In the event of use of apartment by anyone other than owners, the Office must be notified.
- d. **BUYER is required to pay Capital Contribution of \$4000.00 at closing to Promenade HOA.**

The foregoing Rules and Regulations are subject to amendments as provided in the Declaration of Condominium of Promenade at Boca Pointe Condominium and the By-Laws of the Associations. They are designed to make living for all unit owners pleasant and comfortable. The restrictions imposed are for the mutual benefit of all.

GENERAL INFORMATION

1. VIOLATIONS:

- a. Violations should be reported to the Management Office.
- b. Violations will be called to the attention of the violating owner by the Board of Directors IN WRITING, and the Board of Directors will also notify the appropriate committee if a fine is to be levied.
- c. If an owner disagrees or does not correct the violation by the deadline set by the Association, she/he WILL BE GIVEN WRITTEN NOTICE BY CERTIFIED MAIL to appear in fourteen (14) days before a grievance committee.

- d. After appearing before the grievance committee, if the violation is upheld, the owner(s) will be fined one hundred dollars (\$100.00) a day not to exceed one thousand dollars (\$1,000.00). Repeat violations are subject to further fines.
 - e. The owner(s) is/are responsible for the actions of her/his/their guests and lessees, as well as for her/his/their compliance with all Rules and Regulations of the Association
2. **COMPLAINTS AND SUGGESTIONS:** All complaints, suggestions or recommendations are to be put IN WRITING and delivered to the Management Office. A charge for delinquent payments (\$25.00) will be assessed against all owners whose payments are late by ten (10) days or more. If legal procedures are required, unit owners will be liable for same.