

**PALM BEACH TRACE, A CONDOMINIUM**  
**RULES AND REGULATIONS**

**1. AUTHORITY**

A. All unit owners in addition to any other obligation, duty, right and limitation Imposed upon them by this Declaration, the Articles of Incorporation and the By-Laws of the Association and the Condominium Act shall be subject to and agree to abide by the following restrictive covenants, which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees.

B. These Rules and Regulations will be reviewed periodically by the Board of PALM BEACH TRACE CONDOMINIUM ASSOCIATION, INC. and amended as necessary to better serve the membership.

**2. ENFORCEMENT**

A. Complaints should be reported, in writing, to the Board or to an officer of the Association.

B. Minor infractions will be called to the attention of the person or persons involved by an officer of the Association. Repeated infractions and violations of a more serious nature will be referred to the Board for action.

C. Disagreements concerning complaints will be presented to the Board for adjudicated and appropriate action, with enforcement by civil legal process, if necessary.

**3. SINGLE-FAMILY RESIDENCE/CHILDREN**

A. No unit shall be used for any purpose other than a single-family residence or dwelling.

B. There are no restrictions with regard to children in residency, except children will conduct themselves in accordance with the rules and regulations under parental or guardian supervision.

C. Any child under the age of fourteen (14) years must be accompanied by an adult while at the pool or Recreation Building.

**4. BICYCLES/MOTORCYCLES**

Bicycles and other similar vehicles may be operated on the premises, but must be kept in assigned areas when not in use. Bicycles may not be kept on entryways.

## **5 DESTRUCTION OF PROPERTY**

A. Owners will be responsible for destruction, damage or defacement of buildings, facilities, and equipment caused through their own act(s) and/or the acts, of their lessees or guests.

B. Unit owners, their families, guests, invitees or lessees shall be liable to the Association for defacing, marring or otherwise causing damage to the common elements or limited common elements where the repair of said damage is the obligation of the Association.

## **6. SIGNS**

No unit owner shall cause any signs of any nature whatsoever to be posted or affixed to any of the common elements, limited common elements or in his respective unit, if such sign may be seen from any portion of the common elements; except for name plates which shall be uniform in size and design and approved by the Board of Directors.

## **7. SAFETY**

No one shall permit any activity or keep anything in a condominium unit, storage area or the common elements which would be a fire or health hazard or in any way tend to increase insurance rates. This section has particular reference to barbecuing outdoors or on screened porches.

## **8 EXTERIOR APPEARANCE**

To maintain a uniform and pleasing appearance of the exterior of the buildings, the following shall apply:

A. No owner, tenant, or other occupant of a condominium unit may paint or otherwise change the appearance of any exterior wall, door, window, balcony, or any *exterior* surface.

B. No occupant may place any sunscreen, blind, storm shutter or awning on *any* exterior opening without first securing written approval of the Board prior to installation. No occupant may erect any exterior lights or signet place any signs or symbols in windows: erect or attach any structures or fixtures within the common elements.

C. Occupants are not to erect, construct or maintain any wire devices, antennas or other equipment or structures on the exterior of the buildings or on or in any of the common elements, except with the written consent of the Board of the Association.

D. No clothing, bedding or other similar items shall be dried or aired in any outdoor area or within the unit or any limited common element if same can be seen from the common elements.

E. No draperies, shades, awnings, or the like shall be used except as shall have been installed or approved by the governing board and no signs of any kind shall be placed in or on windows, doors, terraces, facades, or other exterior surfaces of the buildings. All draperies visible from the exterior of the building shall be of white or off-white color or shall have white or off-white linings.

9 INTERIOR APPEARANCE

A. All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owner's units, whether inside or outside owners unit and shall promptly pay for all utilities which are separately metered to the unit. The stairs and entryways shall be kept in a clean and slightly, manner by the unit owners having the right of exclusive use thereof.

B. No occupant may make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or to the common elements or any of the fore going without prior written consent of the Board.

10. SOLICITATION

There shall be no solicitation by any person anywhere in the buildings or the common elements for any cause whatsoever unless invited by the unit owner to be solicited, or specifically authorized by the Board.

11. NOISE

All occupants of units shall exercise extreme care about making noises or the use of musical instruments, radios, television's and amplifiers that may tend to disturb other occupants. Designated "quiet" hours are 11:00 P.M. to 9:00 A.M.

12. PETS

A) Unit owners shall be permitted to keep one (1) domestic animal only if such animal does not disturb or annoy other unit owners and weigh less than 25 pounds. Unit owners keeping domestic animals shall abide by municipal sanitary regulations and shall be responsible for any inconvenience or damage caused by such animals. All dogs and cats

shall be kept on leashes when not confined to the owner's unit and will be walked only in areas designated from time to time by the Directors for such purposes.

A. If, in the sole judgment of the Board, it is determined that a pet is causing excessive disturbance and annoyance to other occupants, the owner will be asked to dispose of the pet.

B. Lessees or guests of owners will not be permitted to bring pets onto the premises unless approved by the Board of Directors.

D. Pets will not be allowed in the swimming pool area.

### **13. LEASING/RENTING**

A. Unit owners may not rent or lease their unit for less than four (4) weeks to any one tenant, nor rent or lease their unit to more than four (4) adult occupants during any rental period.

B. Copies of all rent and lease agreements must be made available to the Board for its records prior to occupancy by the tenant(s).

C. All lease agreements must be specifically made subject to the Declaration of Condominium.

### **14. OCCUPANCY**

No owner, Lessee, or other occupant of a condominium unit shall use the unit for other than single family residence purposes, except for model apartments maintained by the Developer in accordance with the Declaration of Condominium.

### **15. SWIMMING POOL AND RECREATION BUILDING**

A. Owners, their families, lessees, and guests using the swimming pool do so at their own risk. The swimming pool is for the occasional use of guests; abuses subject to action by the Board.

B. Persons using the swimming pool are requested to read and obey the posted rules for use of the swimming pool and deck area.

C. Glass containers are prohibited in the swimming pool area.

D. No pets of any kind are permitted in the swimming pool or pool area. Owners will be held responsible for any damages or repairs necessary. .

E. Any child under the age of fourteen (14) years must be accompanied by an adult while at the pool or recreation building.

F. The Recreation Building is intended for the use of unit owners and their invitees and lessees. All unit owners, their invitees and lessees agree to abide by all rules and regulations pertaining to the Recreation Building.

#### **16. GARBAGE/REFUSE**

All garbage and refuse from the units shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Board will direct. All disposals shall be used in accordance with instructions given to the owners by the Directors. Refuse, newspapers and bagged garbage shall be deposited only in areas provided for such purposes.

#### **17. VISITORS**

The unit owners, their guests and invitees agree to use the common elements only in accordance with such reasonable Rules and Regulations as are promulgated from time to time by the Directors of the Association for the use thereof.

#### **18. ACCESS**

The Association will retain a pass key to the premises. No unit owner shall alter any lock or install a new lock or a knocker on any door without the written consent of the Board. In the event such consent is given, the unit owner shall provide the Association with a key for the use of the Association pursuant to its statutory right to access to the premises.

#### **19. FACILITIES/GENERAL**

A. The facilities of the condominium are for the exclusive use of members of the Association, lessees, their house guests, and guests accompanied by a member or lessee. No guest or relative of a member or lessee may use the facilities unless in actual residence or accompanied by a member or lessee.

B. These rules and regulations shall apply equally to owners, their families, guests and lessees.

#### **20. PENALTIES AND FINES**

Pursuant to Section 4 of the By-Laws, the Association shall have, through its Board of Directors, the right to assess fines and penalties for the violation of these Rules and Regulations.

#### **21. FOOD AND BEVERAGES**

A. Food and beverages may be consumed in the common elements at the personal discretion of the owners.

B. Owners are responsible for leaving the common elements used in a clean condition. Frequent violators may have this privilege revoked by the Board.

C. Outdoor cooking is restricted to areas designated for that purpose and located on the ground level.

D. No glass containers may be used in the common elements.

## **22. VEHICLE & PARKING**

No trucks (except pickups used primarily as personal transportation) or commercial vehicles (except during the period of approved construction), campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on the common elements unless approved by the Board of Directors. This prohibition of parking shall not, apply to temporary parking of trucks and commercial vehicles, such as for pickup, delivery and other commercial services. Automobiles shall be parked only on the parking spaces established for such purpose. Inoperable vehicles are not permitted to be stored or parked on the common elements. If the vehicle is not removed within 72 hours of notice to owner, said vehicle will be removed at the owner's expense.