

**COURT OF DELRAY CONDOMINIUM ASSOCIATION**  
**2220 South Ocean Boulevard**  
**Delray Beach, Florida 33483**

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**RULES AND REGULATIONS**

Adopted on September 27, 2023

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Many of us who came from private homes surrounded by ample grounds will find apartment living a new experience requiring some “getting used to.” The Rules and Regulations set forth herein are for the guidance of all owners, their tenants, families and guests.

The building staff and Property Manager have been instructed to enforce these rules without deviation. Directions to the Manager can be given only by the President of the Association or others designated by the Board. Your understanding and cooperation will be appreciated by all resident.

**GENERAL:**

01. The apartment owner is responsible for the proper conduct of his/her tenant(s), members of his/her/her family, guests, invitees and contracted help. In the event that any owner or tenant, guest, occupant, licensee, or invitee of the unit owner commits a violation of these Rules and Regulations or any other provision of the Association’s governing documents, then the Association shall have the right to fine or suspend the right of the applicable party to use the common elements, common facilities, or any other association property, in accordance with the Condominium Act, as amended from time to time. In the event that any of these rules or regulations cause disagreement, the board of directors will be the final arbiter in settling the dispute.
02. This building is well constructed but is not soundproof. Reasonable consideration of your neighbors is, important at all times. Owners and occupants are expected to keep sound levels within the confines of their apartments so as not to disturb their neighbors. Particular care must be exercised between the hours of 10:00 P.M. and 8:00 A.M. No owner shall make or permit disturbing noise or allow for any other nuisance or disturbance in the building or on the grounds by himself/herself, tenants, guests, invitees, servants, family or visitors.
03. Apartments are for residential purposes only and for use of the owner, his/her tenant(s), immediate family and social guests. Occupancy by anyone other than the Owner, an approved lessee or an immediate family member of the Owner for more than fourteen (14) consecutive days while the Owner is not also residing

there, will require the same procedure as a lessee under Article XXVI of the Declaration, including but not limited to, a written application and application fee, a background check and subject to WRITTEN approval by the Board of Directors. For purposes of these Rules & Regulations, "immediate family" shall be defined as parents, children, spouses, siblings, grandchildren or grandparents.

04. Children under the age of 16 are permitted in recreational areas, only while in the company of owner(s), tenant(s) or adult members of their immediate family.
05. Proper attire is expected at all times in lobbies, elevators, and common areas. Except in the pool area, all persons must wear shoes or sandals and a covering over ~~bathing suits~~ and upper part of the body.
06. Persons with dripping bathing suits or wet feet are not permitted in buildings until reasonably dry so as to not create any wet or slippery surface in the building.
07. No pets of any kind are permitted within apartments or on the grounds of Court of Delray. To the extent that any pet is permitted under applicable law, the owner of the pet shall comply with all applicable rules and regulations related to said pet, as may be adopted and amended by the Board of Directors from time to time. The rules are intended to assure the health, well-being, and safety of all residents, and to reduce potential property damage caused by the pet, for which the pet owner will be liable.

If a unit owner or resident (or proposed unit owner or resident) suffers from a handicap or disability such that they seek a waiver of the Association's no-pet restriction as a reasonable accommodation, they must follow the following procedure BEFORE bringing the pet into the Unit or upon Association property;

a. The unit owner or resident must submit to the Association a written request to keep a pet in their Unit as a reasonable accommodation for a handicap/disability. The request must be sent to the Association via certified mail, return receipt requested or such other method that provides for verified delivery, such as Fedex or UPS, or a written signed receipt for hand delivery. The written request must contain all of the following information:

- i) The name of the unit owner/resident suffering from the handicap/disability;
- ii) The address of the Unit where the pet will be kept;
- iii) A description of the pet by species, breed, color, weight, pet name, and any license or registration information obtained from any governmental authority; and
- iv) Veterinary records confirming the pet has received all necessary vaccinations.

- b. The unit owner must further submit reliable information that reasonably supports that the person has a disability and reliable information that reasonably supports the person's need for the particular emotional support animal being requested, which may include information provided in Florida Statute 760.27, as amended from time to time.
- c. If the unit owner or resident fails to provide all of the requested information/documentation, the Board may deny the request for accommodation.
- d. If the unit owner or resident dies who was approved to have a pet as a reasonable accommodation, the pet must be removed from the Unit within thirty (30) days, unless otherwise approved by the Association or otherwise required by law.
- e. In the event that an approved emotional support animal dies, and the owner/resident wants to have a new one for that or any other reason, the owner/resident must re-apply to the Association and obtain the approval BEFORE bringing the pet into the Unit or upon Association property.
- f. Unit owners and residents with approved pets under the above rules, agree to defend, indemnify and hold the Association and its officers and directors harmless for any and all damage or injury caused by their pet.

- 08. The installation of aerials or antennas of any kind is not permitted outside of apartments, unless required by law.
- 09. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed to the exterior of the building or to any part of the common areas without prior written consent of the Board of Directors.
- 10. Common areas such as stairwells, halls, lobbies, etc., are to be used only for the purposes intended and not for ~~articles~~ personal belongings, garbage, etc. belonging to apartment owners. For sanitary reasons, all garbage and refuse that cannot be disposed of by electric disposal shall be tied, stapled or bagged in such a way as to fall freely in the chute without spilling contents on the way down. No bottles or other recyclable items, as well as no construction debris may be thrown down the chute. Refuse larger than the chute should be taken to the trash room. The use of chutes after 10:00 P.M. or before 8:00 A.M. should be avoided to prevent disturbance of other residents. No debris, cooking oil, grease of any kind or liquids of any kind that could have an adverse effect on our pipes are to be poured down any drains inside an apartment or common area of the building. Any liquids containing adhesive, grout, or cement MUST be removed from the premises at the end of each work day. Contractors are forbidden to wash or rinse out their tools or buckets anywhere on the property. Failure to do

so carries a penalty and the job will be stopped. Pet waste must be properly bagged in plastic bags and tied and only dropped in the appropriate maintenance room container.

11. To facilitate entry in the event of an emergency, the owner of each apartment shall deposit, under control of the Association, a key to such apartment. Further, if additional locks are installed on apartment doors, the owner shall issue a duplicate key to the Management. If the owner fails to provide a key to the Association, any expenses incurred as a result of an emergency entry shall be the responsibility of the owner.
12. **VERY IMPORTANT.** When guests leave after 9:00 P.M., it is the responsibility of the host apartment owner to see that the front or side doors are locked after them. After this hour, all entrance doors to the building must be kept locked for the protection of ~~us~~ all residents.
13. Outside shades, awnings, window guards or anything which fastens to the outside walls of buildings are not permitted. Please review the Declaration of Condominium for rules pertaining to any work being contemplated to the interior of an apartment.
14. No notices should be placed anywhere on the common area of the property without obtaining advance approval of the Board of Directors or Property Manager.
15. Fishing from seawalls is not permitted to avoid danger to others from discarded hooks and lines and to prevent the attraction of rodents, etc.
16. Apartment doors must be kept closed at all times except for ingress and egress.
17. To avoid sewer stoppage and consequent expense and inconvenience to all, owners are requested not to put tea bags, cloth, cellophane bags, grease, wipes of any kind or other such items in sinks or toilets.
18. To prevent water damage to your own or other apartments, close all windows and balcony doors when leaving the apartment. Florida wind and rain storms occur with little warning.
19. The Property Manager and the building superintendent must be informed regarding the employment or contracting of any construction contractor, furniture delivery person, ~~servant~~ domestic helper, aide, etc. in order to establish identification. For domestic helpers and aides, if the visits are on a scheduled repetitive basis, then the schedule should be provided to the property manager and the building superintendent should be informed in advance before the initial visit and notification does not need to be repeated unless the schedule changes.

While it is strongly recommended that the owner or tenant be home when such outside vendors are being utilized, there may be rare instances where you request the building superintendent to unlock your apartment and let them in. This should be on limited occasions and must be arranged in advance with the superintendent. The superintendent cannot always be expected to drop what they are working on for this service, so waiting time may occur.

20. The Police Department strongly recommends that duplicate keys NOT be furnished to domestic help or contractors of any kind.
21. All requests for service or assistance regarding common area matters and reports of common area equipment failures must be made to the Property Manager. (See section "Maintenance Personnel" re: assistance on personal matters).
22. Owners shall not store anything in their apartments or in storage areas that can create a fire hazard.
23. No children under 18 years are permitted to occupy an apartment unless a parent or owner is in residence at the same time.
24. No solicitors of any type will be permitted in the building except by individual appointment with an owner.
25. An apartment may be sold, leased or occupied by a guest without the owner being present for over 2 weeks only under conditions specified in the Declarations of Condominium. When contemplating a sale, lease or use by a guest without the owner being present for over 2 weeks, please read carefully the Declaration of Condominium.
26. The maintenance personnel and Property Manager must be informed if your apartment will be left unoccupied for more than one week. An approximate date of return should also be provided.
27. The closets in the hallways are shared elements, to be used only by the owners/tenants on that particular floor. Owners/tenants must not utilize more than an even proportion of the closet so as to prevent any other owners/tenants on that floor from having a fair and equal use of the closet. Nothing flammable such as paint, paper, cardboard, flammable liquids, etc may be stored in the closet as it violates fire regulations.
28. All bicycles stored in the bicycle room must have a tag identifying the owner of the bicycle. Any bicycle stored in the bicycle room for more than three (3) months without an identification tag or inflated tires, will be subject to removal by the Association and placed in a separate room. (Please ask the building staff for an identification tag if one is needed). If the bicycle is locked to another object the lock may be cut to allow it to be moved. Anyone not occupying their

apartment for 3 consecutive months must bring the bicycle up to their apartment to store. Though the Association will make reasonable attempts to determine and notify the owner of the bicycle, any bicycle that has been removed from the bicycle room and is not claimed by the owner for one month shall be deemed abandoned and discarded by the Association. The owner of the bicycle, and not the building staff, shall be responsible for inflating the tires before it can be returned to the bicycle room. No oversized bicycles or tricycles as determined by the board of directors, may be stored in the bicycle room.

29. If Smoking of cigarettes, cigars, vaping devices, pipes, or any similar item in an apartment causes an odor in another apartment or common area as determined by the board of directors, it is the responsibility of the owner of the unit emitting the smoke to mitigate the odor at their own cost.
30. Please review the rules in the Declaration of Condominium re: insurance to be maintained by owners and tenants for their respective apartments. Currently, those policies must include a minimum of \$300,000 liability coverage.
31. In addition to elevator rules described in the Declaration of Condominium, the following additional rules shall apply: (a) the west elevator shall never be used for deliveries or by contractors working in the building (b) any use of the elevators for deliveries or by contractors may only occur in the east elevator, only on weekdays between the hours of 8:30am and 4:30pm and only when our building superintendent is present and the elevator pads are up. If, for any reason, the pads are not up the delivery people or the contractor must wait until the pads have been put up. Unit owners or tenants may not have deliveries of any type nor movement of furniture, appliances or any other large items or debris occurring on any other times except those listed above.
32. All contractors and delivery people must use the south entrance upon entering our property and must enter the building through the maintenance room. All contractors and delivery men must sign in upon entry in the maintenance room.
33. For all move-ins, move-outs, deliveries of large items requiring use of the elevator or removal of large items requiring use of the elevator the following rules apply and must be adhered to:
  - A) Advance notice must be given to property manager and building superintendent as to the date and approximate time of the work.
  - B) Contracted party must use maintenance room for entry or exit and only use the East elevator for the work. In the case where items will not fit through the single maintenance room door, superintendent may provide permission for entry through double front door.
  - C) Pads must be up in elevator under all circumstances.

- D) The superintendent must be present at the start, finish and at his discretion as he deems necessary during the work.
- E) Mason board or an acceptable substitute hardboard must be used over the hallway carpeting from the elevator to the apartment for any items which cannot be carried into the apartment. This includes items on a dolly being wheeled into an apartment.

#### **BALCONIES:**

- 01. Brooms, mops, clothes should not be shaken or dusted from apartment windows, balconies or in halls, stairwells or chutes. Nothing should be swept or thrown from balconies or windows – cigarettes, cigars, water, paper, etc.
- 02. Balcony windows shall not be used for hanging garments, towels or other objects. Draping any such items over balcony windows is strictly prohibited.
- 03. Each apartment owner is responsible for damage caused by objects blown from balconies. During severe windstorms and hurricanes, ~~it is recommended that~~ all moveable objects must be removed from balconies.
- 04. Care should be exercised to prevent water from live plants from dripping to lower balconies.
- 05. No storage of or use of any type of grille is permitted on the balconies.

#### **POOL AND RECREATIONAL AREAS:**

- 01. For purposes of these Rules, except where otherwise stated, the “Recreational Areas” shall be defined as the: (1) social room; (2) pool area; (3) fitness room; (4) gazebo; and (5) Saunas.
- 02. The swimming pool may be used between the hours of dawn to dusk (defined as sunrise and sunset in Delray Beach).
- 03. Friends, guests, and children under the age of 16 are permitted in the pool and other recreational areas only while in the company of the owner or tenant host or a member of their immediate family. Other than for immediate family, no owner or tenant shall have more than four (4) guests permitted the use of the pool at one time without the permission of the Board of Directors .
- 04. Playing of radios, TVs, phones or other devices emitting sound or audio is prohibited in all outside recreational areas, unless the sound is inaudible to others. The Board of Directors may make exceptions in writing for special occasions

concerning Association activities.

05. Floats, rafts, pads, balloons, toys, scuba equipment, athletic equipment (such as balls or frisbees) and other paraphernalia are not permitted in the pool or the pool area if they interfere in any way with the use and enjoyment of others. Small buoyant life saving devices may be used only if worn on the person.
06. A shower must be taken immediately before entering the pool. Suntan lotions and oils must be removed by ~~soap and~~ shower before entering the pool as required by the Health Department. All beach apparatus such as chairs, toys etc must be cleaned either with the hose along the beach path or the hose by the carwash area. No sandy beach apparatus may be brought into the interior common areas of the building.
07. All umbrellas must be lowered and secured after use. The outdoor grille must be cleaned after use and the cover put on.
08. Lounges and chairs must be kept at least two (2) feet from the pool edge and placed back where you found them when you leave the pool area
09. No food or alcoholic beverages are permitted in the pool, pool area or fitness room at any time.
10. If the sun awning on the gazebo is lowered it must be rolled up and secured after its use.
11. **VERY IMPORTANT:** Glass containers of any kind are not permitted in the pool or the pool area.
12. (Health Department) Expectorating or cleaning nasal passages in the pool is not permitted.
13. (Health Department) For the protection of all, persons with skin rashes, sores, cuts, communicable diseases will not be permitted the use of the pool. All persons who are not reliably toilet trained must, at all times while in the pool, wear appropriate swimming attire designed to prevent pool contamination. Regular disposable diapers are not permitted. Any person causing contamination of the pool will be assessed for the cost of draining and re-treating the pool if necessary. The owner will be assessed if the contamination is caused by a tenant, guest, or visitor of the owner.
14. Beach tar or sand is to be removed before entering the pool area.
15. There is no lifeguard on duty at the pool. All persons using the pool or other recreational areas do so at their own risk.



16. Private individual or group lessons or classes of any kind, regardless of whether the services are paid for or not, are not permitted at any time in the pool or recreation areas.
17. All persons using the common area grille do so at their own risk. It is the user's responsibility to turn off the grille, clean it and replace the grill cover after use.
18. Smoking of cigarettes, cigars, vaping devices, pipes, or any similar item is banned in all common areas except in the gazebo, and only in the gazebo if there are no objections from others nearby.

#### **RECREATION ROOMS:**

01. Guests under the age of 16 are not permitted in the recreation rooms unless accompanied by an adult.
02. The recreation rooms or parts of them may be used by owners for parties when they are not in use for Association affairs, but the owner must obtain approval in advance.
03. Rooms must be reserved through the Property Manager, on a first-come first-served basis, and not more than one month in advance. They shall be used only for private, social purposes. No owner shall sponsor their use for or by any organization, regardless of purpose, including charitable fund raising. They cannot be open to the public for any occasion. Owners may not co-host with a non-owner. No charge can be made by any owner for service, food, beverages, etc.
04. The owner host will be responsible and bear the expense of setting up the room. Arrangements for cleanup are the responsibility of the host and such arrangements must be confirmed with the Property Manager beforehand. All food items which might attract rodents or insects must be cleared away immediately after the party. Final cleanup must be accomplished not later than 10:00 A.M., the next morning, at which time the room must be restored to its condition prior to the party. The owner host will be responsible to the Association for any and all damage to the room or common areas caused during the event, and said costs for the damage may be assessed and collected against the owner like a regular assessment. The Association assumes no responsibility or liability whatsoever and the owner host agrees to indemnify, defend and hold the Association harmless for any and all damage or injury occurring during the event, including attorney's fees and costs incurred by the Association.
05. Parties in recreation rooms must terminate no later than 11:00 P.M., except with approval of the Board of Directors for specific occasions involving the Condominium Association.

#### **PARKING:**

01. All covered carports are the property of the individual owners and should not be used by others without specific permission.
02. Hosts should instruct visitors to use ONLY the open guest parking spaces.
03. No automobile should be left parked at or near the front entrance of the building. The front and side entrances must be kept clear at all times.
04. ~~Autos~~ All vehicles must be parked straight and well inside the white lines. Cars are not permitted to be backed into carports. Every consideration for other owners' parking spaces should be observed.
05. As provided in the Declaration of Condominium, assigned parking spaces are to be used for passenger autos only.
06. No trucks, pick-up trucks (except pickup trucks with GVW under 6,000 lbs that do not store anything in the truck bed overnight), motorcycles, boats, trailers, campers, motor homes, recreational vehicles, buses, or commercial vehicles (defined as "any vehicles with advertising or personal lettering and/or signs displayed") may be parked anywhere on the COMMON PROPERTY or LIMITED COMMON PROPERTY at any time, except that: (1) commercial vehicles, vans, or trucks delivering goods or furnishing services to the ASSOCIATION or an APARTMENT may temporarily park on the COMMON PROPERTY only on Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m.; and (2) the Board of Directors, in its sole discretion, may otherwise grant a temporary exception for a prohibited vehicle of an owner, or a guest or visitor of an owner, but only if the Board is notified in advance and approved by the Board before the vehicle is parked at the CONDOMINIUM building.
07. All owner or tenant vehicles will require a pre-numbered identification sticker on the vehicle in the location determined by the Association. If a vehicle is replaced, the owner of the vehicle must notify the management company. The sticker must be removed from the old vehicle and a new sticker will be issued to the replacement vehicle.
08. If any owner or tenant has a daily or an overnight guest, they must provide a pass to be placed on the driver's side of the guest's dashboard indicating the apartment number and the length of the stay. If a guest will be staying in the Unit when you are not present, the building staff must be notified, and a pass must be provided for the vehicle. Approved tenants will be provided a parking pass. Any altered passes will be considered invalid. The building management will periodically check for unauthorized vehicles, and the vehicle will be subject to towing/booting at the vehicle owner's, or unit owner's expense. (See #10).

09. If any owner or tenant has two (2) vehicles, then one of the vehicles must be parked in the owner or tenant's designated parking spot. No owner or tenant shall park both of their vehicles in the guest spots at any one time.
10. **Remedy of Towing/Booting.** If an offending vehicle owner does not remove a vehicle in violation from the Property, the Association shall have the option and right to have the vehicle towed away or booted with the cost and fees, including attorneys' fees, if any, to be borne by the vehicle owner or violator. If the vehicle owner is a tenant or visitor/guest of the apartment owner or tenant, then the Association may assess the costs against the apartment owner. By this provision, each owner, tenant and vehicle owner provides the Association with the necessary consent to effect the towing or booting.
11. In the future, the Board of Directors may make available, install, or operate an electric vehicle charging station upon the common elements or association property and establish the charges or the manner of payments for the users of the electric vehicle charging station, as well as any time limits or other reasonable regulations, which may be adopted or amended by the Board from time to time. The Board may designate certain guest parking spots as "reserved for electric vehicle charging for vehicles of owners and tenants only".

#### **MAINTENANCE PERSONNEL:**

01. The Association has at least one maintenance employee on staff, who works Monday through Friday during the hours of 8:00 AM – 5:00 PM except for overtime on Association business as approved by the Board of Directors. Except for minor tasks (taking less than 10 minutes) and emergency situations, maintenance personnel should not perform personal tasks for apartment owners or tenants during the above hours. In the event that the Association gets charged any additional amounts (such as overtime pay) by its maintenance personnel for personal owner/tenant related tasks, the Association may, at the discretion of the board of directors, assess the costs to the responsible unit owner.
02. To the extent that an owner or tenant wishes to have the Association's maintenance personnel perform a personal task outside of the above hours, that shall be between the owner/tenant and the maintenance personnel. The Association assumes no responsibility or liability whatsoever and the owner/tenant agrees to indemnify, defend, and hold harmless the Association for any work, damage, injury, etc. related to or arising from personal work performed by the maintenance personnel.

#### **COLLECTION OF ASSESSMENTS:**

Please review the Declaration of Condominium re: collection of assessments.