

The President of Palm Beach – A Condominium, Inc.

PURCHASE APPLICATION

Please complete this application in its entirety to qualify for an interview with the Board of Directors, we must first receive the following:

1. Fully completed application with signatures from both the applicant and the unit owner in the designated areas.
2. Signed permission form to release a background check.
3. \$100 non-refundable application fee.
4. Copy of the executed contract.
5. 2 Bank Reference Letters.
6. 3 Personal Reference Letters.

Thank you,
Board of Directors
The President of Palm Beach- A Condominium Inc.

QUICKFACTS:

- Required cash down payment of not less than 30% of purchase price.
- Owners must occupy their unit for 1 year, prior to leasing.
- Units may be leased once annually, for a period of not less than 3 months and not more than 7 months.
- **The President is a no animal community.** NO EMOTION SUPPORT OR SERVICE ANIMAL SHALL BE PERMITTED ON THE PREMISES UNLESS AND UNTIL THE REQUESTING PARTY HAS PROVIDED THE PROPER DOCUMENTATION AND AN APPROVAL FROM THE ASSOCIATION HAS BEEN ISSUED. IF THIS HAS NOT OCCURRED, THE ANIMAL WILL NOT BE PERMITTED AT THE PROPERTY.

IN THE EVENT IT IS DETERMINED THAT ANY ANIMAL IS ON THE PREMISES WITHOUT APPROVAL, TENANT SHALL BE REQUIRED TO VACATE THE PREMISES UNTIL SUCH TIME AS THE ANIMAL HAS BEEN APPROVED AND/OR THE OWNER SHALL BE FINED \$100.00 PER DAY, UP TO \$1000.00

- Please Initial to confirm the understanding of these QuickFacts _____ / _____
Buyer / Realtor

2505 South Ocean Blvd. - Palm Beach – Florida 33480-5434
(561) 582-5373 – Fax (561) 582-0335
Presidentofpalmbeach@prescondo.net

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APPLICATION FOR APPROVAL OF PURCHASE OF UNIT NO.....

1. Applicant Name: _____ Phone: _____
Name: _____ Phone: _____
Address: _____

Hereby applies to the Board of Directors of The President of Palm Beach - A Condominium, Inc., for the approval to purchase UNIT NUMBER _____ in the building located at 2505 South Ocean Boulevard, Palm Beach, Florida 33480.

2. Name of Owner of Unit to be purchased:

Owner's Attorney: _____ Phone: _____
Attorney's Firm and Address: _____

3. Applicant's Attorney: _____ Phone: _____
Attorney's Firm and Address: _____

4. Broker: _____ Phone: _____

5. The Unit will be occupied by _____ persons in addition to Applicant, all of whom constitute members of the immediate family of Applicant. The names, ages and relationships to Applicant of such additional persons are:

Name: _____ Age: _____ Relationship: _____
Name: _____ Age: _____ Relationship: _____
Name: _____ Age: _____ Relationship: _____
Name: _____ Age: _____ Relationship: _____

6. (a) Will this be Applicant's main residence? Yes..... No.....
(b) Approximately how many months each year will Applicant occupy the Unit? _____

NOTE Unit must be occupied by the owner for 1 year from the date of deed transfer, before unit may be rented.

7. Will Applicant lease the Unit to others? Yes.....No.....
Will the Unit be leased every year? Yes.....No.....

8. The Applicant certifies the following:

(a) I have received, examined and fully understand the contents of
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the following documents (received from the Seller):

- (1) The Declaration of Condominium, with Amendments. Please initial here
- (2) The By-Laws, Amendments. Please initial here
- (3) The House Rules. Please initial here
- (4) Last year's Financial Statement of the Condominium Assoc.
- (5) Question & Answer Sheet

(b) I have been fully advised and agree to abide by all provisions of these Condominium documents and the policies of the Condominium Association as now in effect or hereafter promulgated by the Association, the Board of Directors or any of its Committees.

(c) I understand that **no animals are permitted on the premises** and agree not to maintain or harbor any pets in the Unit.

(d) I understand and agree specifically to abide by all provisions of the Condominium documents regarding the occupancy of the Unit, the restrictions on the number of occupants and guests.

(e) I understand and agree that any matter, controversy, dispute, or claim between the Condominium Association and me, or between any other Unit Owner and me relative to the affairs of the Association shall be settled by arbitration consistent with the laws of the State of Florida.

(f) I understand that Units in this building are to be used for residential purposes only and permission for the Units to be used for business purposes, or any purpose other than for single family residence will not be granted.

(g) I understand that the Unit can be rented only in accordance with the time limitations and other restrictions promulgated by the Board of Directors and then only with the prior written approval of the Board of Directors. The approval of this application is conditional upon full adherence to the rental rules of the Condominium documents.

(h) I understand that the prospective Lessees are required to submit to an interview by the Board of Directors and submit references for investigation and that Lessee must specifically agree to abide by the provisions of the Declaration, By-Laws and House Rules of the Condominium.

(i) I also understand that should I lease my Unit, I will nevertheless remain liable for the performance of all the undertakings and covenants in the Condominium

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documents and for the violations by my Lessees of any and all restrictions, rules, and regulations.

9. Applications to rent the Unit together with applicable fees, are required to be submitted to the Condominium Association at least thirty (30) days prior to the commencement of the lease.

10. Applicant understands that approval of this application is conditional upon receipt of a copy of a non-assignable contract for the purchase of the Unit setting forth the name of the purchaser (s), the full consideration and/or amount of sale.

11. All Applicants will give the following information:

(a) Employer or Business if self-employed:

(1) Name:Phone:

Address:

(2) Applicant's Position:

(3) Applicant's Business Address (if different from Employer address shown above)

(b) Estimated total annual income (from all sources) \$.....

(c) Financial References –

2 Bank Reference Letters required:

(1) Bank Name: Phone

Address:

(2) Two other bank or financial references:

Name:Phone:

Address:

Name:Phone:

Address:

(d) Three personal references (other than relatives) –

3 Reference Letters required:

(1) Name:.....Phone:.....

Address:.....

(2) Name:.....Phone:.....

Address:.....

(3) Name:.....Phone:.....

Address:.....

(4) Names of residents in the building known by the applicant:

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-
-
- (e) Memberships (Clubs, Professional Societies, etc.):
-
-
- (f) Do you own or rent at your present address? Own..... Rent.....
- (1) How long have you lived there?.....
- (2) Name and address of present landlord (if any):
-
- (3) Address of any additional residence owned or leased:
-
- (4) Previous addresses during past 5 years (including name and address of previous landlords, if any):
-
-

Vehicle(s) Expected to be on property:

Year _____ Make _____ Model _____ Color _____
License Plate Number _____ State (FL) of Registration _____

12. The applicant is required to submit to an interview by the Board of Directors.
13. Please attach a copy of the signed sale contract.

In order for you to comply with the provisions of the Federal Fair Credit Reporting Act, I authorize you to retain a reporting agency, which agency may obtain, furnish and use information on my credit, character, general reputation, personal characteristics or mode of living through correspondence or personal interviews with neighbors, friends, or associates, or others with whom I am acquainted or who may have knowledge concerning any such items if information.

All information obtained will remain confidential.

The undersigned agrees that The President of Palm Beach- A Condominium Inc, shall in no way be liable with respect to any matter concerning this application or concerning

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TO WHOM IT MAY CONCERN:

I HEREBY GIVE MY PERMISSION TO RELEASE A REQUEST FOR A BACKGROUND CHECK.

Applicant 1

NAME: _____

ADDRESS: _____

SOCIAL SECURITY #: _____

DATE OF BIRTH: _____

Signature – Applicant 1

Applicant 2

NAME: _____

ADDRESS: _____

SOCIAL SECURITY #: _____

DATE OF BIRTH: _____

Signature – Applicant 2

THANK YOU

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HOUSE RULES

1. *****UNIT RESALES AND LEASES*****
 - (a) As set forth in Article XII of the Declaration of Condominium and amendments thereto, any owner desirous of selling or leasing his unit must first obtain approval of the Board of Directors and all rules and regulations pertaining to sales or rentals will be strictly enforced.
 - (b) Such approval shall be requested by the submission of an application in prescribed form by the unit owner, setting forth such information concerning the prospective purchaser or lessee as the Board may require. Sales are to private individuals only – no corporate entity may purchase or rent.
 - (c) No application for sale or lease will be acted upon by the Board of Directors until the owner/purchaser/lessee completes the application form and pays to the Condominium a non-refundable processing fee of \$100.00
 - (d) Unit owners may lease their units, to one tenant only, for a single period of not less than three (3) months or more than seven (7) months, consecutively, within the one (1) year period measured from the commencement date of the most recent prior lease of the unit. **Only with the approval of the Board of Directors. Unit owners must notify the Board of Directors of the intent to lease their unit in advance.**
 - (e) **Prospective purchasers must be interviewed** by the Board of Directors by appointment, at the Condominium or agreed upon location, **before approval** will be issued for the sale of a unit.
 - (f) **Repeat lessees must submit a letter of recommendation from the owner of the prior rental, with the other documents required for approval before an interview with the Board of Directors is scheduled.**
 - (g) **Rental of Unit 209** - Rental is Available to Family and Guests of unit owner(s), if unit owner is in good standing.
 - (h) Daily Off-Season Rental (May 1 to Oct 31) \$100.00 per night.
 - a. \$100.00 Security Deposit Required
 - (i) Monthly Off-Season Rental (May 1 to Oct 31) \$3,500.00 per month.
 - a. \$1,500.00 Security Deposit Required
 - (j) Daily Seasonal Rental (Nov 1 – March 31) \$150.00 per night.
 - a. \$150.00 Security Deposit Required
 - (k) Monthly Seasonal Rental (Nov 1 – March 31) \$3,500.00 per month.
 - a. \$1,500.00 Security Deposit Required
 - (l) **\$80.00 will be deducted from security deposit for unit cleaning.**
2. **SECURITY** The security of our building makes it mandatory that unit owners and their guests or tenants adhere strictly to the following regulations:

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- (a) **Doors** to elevator lobbies, warehouse, storage rooms and emergency doors, **must be kept locked at all times**. The emergency doors are equipped with special locks which allow opening from the inside without unlocking; they re-lock automatically when the door is closed.
- (b) **Owners not in residence must identify and authorize**, in writing, contractors, domestic help or other employees working in their units. (Please see detailed rules for contractors in section 15 – Alterations & Construction)
Owners must authorize the issue of keys for the elevator lobby doors or elevators to persons working in their units. Office personnel will then issue keys which **must be returned to the office each day** they are issued.
- (c) Keys to storage rooms, **warehouse**, elevator lobby doors and elevators, **loaned by the office to owners for temporary use must be returned promptly after re-locking.**
- (d) The loss of elevator or lobby keys must be reported to the office. There will be a charge for replacement of such keys. Owners who lose their unit keys will have the locks changed and furnish duplicates of the new keys to the office.
- (e) Unit owners must ensure that all keys for their units, elevator lobby doors and elevators are returned to them by lessees, together with any copies that have been made, upon the expiration of the lease.
- (f) **Doormen are not allowed to leave the lobby** to deliver luggage, packages, etc., unless a reliable substitute remains there to ensure that the front and rear doors to the lobby are properly guarded. Owners who require special assistance must make arrangements with the office.
- (g) Propping open ground floor doors is not permitted. **Doors to the end elevator lobbies** may be latched open when necessary for deliveries but **must be closed immediately afterwards.**
- (h) Unit owners should familiarize themselves and their guests and tenants with the regulations for security. Residents are urged to immediately **report to the office or doorman, anything of an unusual or suspicious nature.**

3. ELEVATORS

- (a) All deliveries of large items and construction materials shall be made through the end elevators, between the hours of 9:00 A.M. and 4:30 P.M. on weekdays only. No contractors may work in the building on Saturday or Sunday. Advance notice must be given to the office so that a Condominium employee may install elevator pads in elevators to protect the glass and paneling. The unit owner will be responsible for any damage to the Condominium property by his contractor.
- (b) **PERSONS IN BATHING ATTIRE MAY NOT USE THE CENTER ELEVATOR OR CENTER ELEVATOR LOBBIES.**

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4. SERVICE AND PERSONNEL Unit owners, tenants and guests are not permitted to give orders or directions to employees. All requests for in-house service must be addressed with the office. A fee will be charged, depending on the service rendered. That fee will be billed with quarterly assessments.

5. OCCUPANCY and REGISTRATION

- (a) Management will maintain a roster of owners, their addresses off property, if any, and telephone numbers. **Please report changes to the office.**
- (b) Each unit owner and lessee must notify the President in advance of their arrival or the arrival of a house guest, or anyone permitted to use the unit. To include the visitor's name, relationship to the owner, number in the party and the make and model of the vehicle to be driven.
- (c) **Upon first arrival to the President all residents, lessees and guests are to inform the doorperson of their arrival.**
- (d) **In the absence of owner, only registered owner's family shall be permitted to occupy the unit.** Family shall be deemed to mean the owner of the unit, his or her spouse, parents, children, their spouses, grandchildren, brothers and sisters and their spouses.
- (e) **Unit owners or lessees must be in residence, in order for non-familial guests (as specified above) to occupy a unit at the President.**
- (f) Studio units are permitted two occupants, one-bedroom unit three occupants, and two-bedroom units five occupants, at any one time.

6. DOGS and PETS Unit owners, lessees, guests and visitors are not permitted to keep or bring a pet on to the premises including the pool or dock areas.

ESA and SERVICE ANIMALS: While emotional support and service animals are permitted on all parts of the Association property the Association requests that the Owner, Tenant or Guest be courteous of others and avoid areas or situations which may cause other owners, tenants, occupants and/or guests, discomfort or create unsanitary conditions.

A disabled/handicapped Owner, Tenant or Guest must notify the Association of the request for a reasonable accommodation to allow a service and/or support animal in this community and the common areas in the community and provide adequate documentation supporting the request in compliance with the Florida and federal Fair Housing Acts. This applies to Owners, Tenants, and/or Guests visiting or residing on the property.

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It is the Owners' responsibility to ensure that Owner(s), Tenant(s), and Guest(s), advise anyone who may require a reasonable accommodation to comply with the stated guidelines herein, prior to bringing an animal on the property, and to provide the Association with sufficient time **(No less than 30 days prior to taking possession)** to conduct a meaningful review of the request.

Should a request for a reasonable accommodation to the pet restriction be granted, the Association reserves the right, pursuant to Florida law addressing nuisances and/or safety and health concerns, to withdraw this approval at any time should the emotional support/service animal become a nuisance to, or a threat to the health and safety of others, which includes, but is not limited to: excessive barking; biting; aggressive behavior (including nipping and lunging); attacking persons or other animals; animal Owner's, Tenant's or Guest's failure to immediately and properly dispose of excrement or waste (so long as the disability permits it); failure to comply with all state and local ordinances and statutes related to the animal (including any required licenses or tags); not maintaining the animal on a maximum, non-retractable six foot hand held leash at all times when outside of the unit so long as the disability permits the use of a leash; insect/extermination problems; sanitation/odor problems; and/or Owner's, Tenant's or Guest's inability to control the animal. If the requesting party is unable to use a leash because of the disability, the handler must have control over the animal by voice control or some other reliable means. This requires the Owner, Tenant or Guest to ensure that the animal is properly controlled. The animal is not permitted on the property of any other owner or tenant. Additionally, the approval of the animal may be withdrawn if the requesting party is no longer disabled/handicapped. The animal may not be left unattended when out of the Owner's or Tenant's Unit and it may not be tied or tethered to any objects on the property. The Owner, Tenant or Guest must always maintain complete control over the leashed animal, when outside the unit. Should the animal become a nuisance to others, the Owner, Tenant or Guest will be asked to remove the animal from the premises and may be prohibited from bringing the animal back. Additionally, fines may be levied for failing to abide by these restrictions.

The Owner, Tenant or Guest is required to provide updated medical information concerning his/her disability/handicap (if the disability/handicap is not permanent); current and annual vaccination, immunization and veterinarian records for the animal; and to maintain all required Palm Beach County animal

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tag(s)/license(s). Owner, Tenant or Guest is solely responsible for any and all damage caused by the animal, whether to person or property.

To clarify, and in addition to those restrictions stated above, should an emotional support animal and/or service animal be approved, the animal must be walked on a non-retractable leash providing no more than six (6) feet of slack and may not be tied or tethered to any object on the property. The owner of the animal must immediately pick up and dispose of all animal waste and excrement. Owner, Tenant or Guest is responsible for supplying his/her own waste removal bags.

A violation of any of these reasonable restrictions is also grounds for immediate revocation of any approval requiring the immediate and permanent removal of the animal and/or the levying of fines.

An approval of an emotional support animal and/or service animal is limited to the requesting party and his/her needs. If the requesting party no longer resides in this community, is no longer visiting or temporarily vacates the property, for whatever reason, the emotional support/service animal is not permitted to remain. The approval of an emotional support/service animal does not apply to a residence generally, but rather, is only approved for a particular person. If that person is not in residence, the animal may not be in residence.

7. POOL AREA

- (a) In compliance with *Florida Department of Health Pool Code* a **shower must be taken**, and grease or oil-based suntan lotion removed **each time before entering the pool**. A towel should be placed on pool lounge or chair to avoid staining the plastic slats of the pool furniture. The shower enclosure or gazebo may not be used as a dressing room.
- (b) Use of the pool is restricted to the hours between 9:00 A.M. and dusk.
- (c) As a courtesy to others using the pool after you leave, lounges, chairs and tables should be returned to their original positions and the pool umbrellas should be closed to avoid wind damage. Make sure the guard rope across the pool is in place before leaving.
- (d) In compliance with *Florida Department of Health Pool Code* - No food or drink is permitted at poolside. Ball playing, running, shouting, jumping in pool and excessive noise is prohibited.
- (e) Any persons unable to swim should be properly supervised by a competent swimmer.
- (f) No diapers allowed in pool (children or adults), unless specifically made for use in water.
- (g) Use of the pool is strictly at the swimmer's risk and responsibility.
- (h) **Seating accommodation around the pool is available on a first-come first-served basis only. It is not permitted to make reservations for**

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persons not present. Furniture may not be removed from or taken to the pool area.

- (i) **No one may use the center elevator or center elevator lobbies while in bathing attire.** It is prohibited to enter any elevator or elevator lobby in bare feet or while wet enough to drip water on to the flooring, or to sit upon Condominium seats outside the pool area while in wet clothing.
- (j) A life ring is positioned prominently at the pool area for use in an emergency. A guard rope divides the deep end from the shallow end of the pool and it is dangerous to detach this if there are others in the water.
- (k) A telephone in the gazebo is connected to the front desk, for emergencies.

8. BEACH

- (a) The President Condominium residents have the right to use our private pathway to the beach along the side of the golf course. A shower for the use of residents has been installed on the beach at the end of the pathway. The water is metered and paid for by the President, so care must be taken to turn off the water after a shower is taken.
- (b) Beach chairs are provided in lockers at the side of the path near the beach end of the pathway. Please return chairs to the locker. **Do not leave chairs on the beach!**
- (c) The President is committed to keeping clean its part of the beach, **so be sure to carry away any trash or bottles when leaving.**
- (d) Special care should be taken to remove sand from shoes before entering the premises. **When returning from the beach in bathing attire, only the end elevators must be used.**

9. WINDOWS and PRIVATE BALCONIES

- (a) Exterior shades, awnings, screens, ventilators, air conditioning devices and other similar fixtures or appliances are not permitted on balconies.
- (b) Storm shutters are limited to the use of an approved type to conform with those already installed on the building. Approval by the Board of Directors is required before storm shutters are installed on unit windows and balconies. **(Only White Frame)**
- (c) The outside color of drapes or interior shades must be white.
- (d) Nothing shall be placed on balconies except for patio furniture and plants in waterproof containers.
- (e) Nothing may be hung or shaken outside the unit or balcony railings, nor shall anything be swept or thrown on to the walkways or grounds. **When cleaning balcony, no water (hosing) is to be used, that will drip to unit balconies below.**
- (f) Flower boxes must not be installed on balcony railings or walkways. All plantings on balconies must be in waterproof containers so that no

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water drips on your neighbor's balcony. No structures of any kind or screen or glass enclosures are permitted on balconies.

- (g) The feeding of animals, including birds, squirrels, iguanas or any other animals is prohibited on balconies.
- (h) Exterior screen doors may not be installed at unit doors on the catwalk.
- (i) With the exception of Board of Directors, announcements, no sign or notice of any kind may be exposed on any part of the building, nor shall anything be projected out of any window.
- (j) **Outdoor cooking on balconies or public areas is strictly forbidden.**

10. PUBLIC AREAS

- (a) **Passageways and stairways shall not be obstructed in any manner.** Bicycles, baby carriages or similar vehicles may not be left unoccupied in public areas. Bicycles are not permitted to be kept in the units. NO ball playing in garden or public areas. NO skating or skateboarding on catwalks or public areas.
- (b) Unit owners may not decorate or furnish any public area.
- (c) Clothing or other materials must not be hung up to dry on balconies or windows etc., to air dry in laundry room, items must be removed daily.
- (d) **The wearing of suitable covering in the public areas (shirt, shorts/pants, shoes) of the condominium is mandatory for all.**
- (e) **NO SLEEPING ON COMMON AREA FURNITURE.**

11. CARS and PARKING

- (a) The posted speed limit of 5 miles per hour on Condominium driveways must be strictly observed.
- (b) **The parking spaces within the property must be used only for parking of passenger automobiles, which includes Sport Utility Vehicles (SUV's) and passenger vans and motorcycles.**
- (c) Police regulations require all vehicles to come to a complete stop before entering the highway. As a reminder to drivers leaving the Condominium, a STOP sign has been painted on the pavement at both exits.
- (d) Parking spaces are to be used for **private vehicles only. Each resident is to use only that space assigned to his unit. Other private vehicles are to be parked in the guest parking areas.**
- (e) No parking or standing is permitted in driveways. No major auto servicing, refueling or repairs shall be performed on the premises. All unlicensed/registered vehicles shall be prohibited from the premises. Vehicles with no PPB Parking permit will be towed.

12. STORAGE

- (a) Bicycle storage is provided in the warehouse on the ground floor. Personal property may also be stored there on **a short-time temporary**
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basis (not more than 30 days) access to the warehouse can be arranged with the office. **All items must be tagged with the owner's name and unit number. The Board of Directors reserves the right to dispose of any untagged items.**

- (b) Luggage rooms on each floor on both sides of the center elevator are for storage of **luggage only. All items must be tagged with the owner's name and unit number. The Board of Directors reserves the right to dispose of any untagged items.**
- (c) Luggage is accepted in storage room at the owner's risk and **no responsibility is accepted by the Condominium for loss or damage.**
- (d) Grocery carts and luggage carts, located in storage areas adjacent to the north and south end elevators, are provided for the personal use of residents. The carts **must be returned promptly** to the cart storage rooms on the ground floor adjacent to the end elevators so that others may have the use of the carts. No cart may be taken through the center lobby.
- (e) Golf lockers, if available, will be assigned by the office to unit owners requiring them for golf equipment. Owners must provide their own padlocks. The Condominium is not responsible for loss or damage to anything stored in the lockers. Storage of perishables in the lockers is prohibited.

13. GARBAGE DISPOSAL/LAUNDRY ROOMS

- (a) Garbage must be enclosed in tied or sealed plastic bags. Bags are obtainable from the office at a nominal charge and are of a size that will fall freely down the chute. **To avoid blockage, no boxes, large objects or overfilled bags** may be deposited in the chute. Under no circumstances should lit cigarette butts or flammable materials be deposited in chutes.
- (b) The chute may not be used between the hours of 10:00 P.M. and 8:00 A.M.
- (c) **For recycling:** newspapers, glass bottles, metal cans and plastic containers are to be left on the lower shelf in laundry rooms. Cartons should be folded flat and left in the laundry room; they must not be dropped down the chute. Call the office for disposal of other articles. Care should be exercised to avoid dropping garbage in public areas.
- (d) Washers and Dryers in the laundry rooms are available on a first-come first-served basis. Care should be taken not to overload the machines as this causes malfunctions. Formica tabletops in the laundry rooms should be kept clean for folding laundry.

14. NOISE and DISTURBANCE

- (a) No unit owner or tenant shall make or permit any disturbing noise in the building or grounds. Nor allow anything to be done to interfere with the
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rights, comfort, or convenience of other residents. Noise of all kinds should be kept low, so as not to disturb neighbors. This applies to radio or television sound volume, especially with windows open.

- (b) Dishwashers and garbage disposal units must not be operated between the hours of 10:00 P.M. and 9:00 A.M.
- (c) To minimize transmissions of noise, at least three fourths of the floors of every room (except kitchen and bathrooms) shall be covered by rugs, carpets or other sound absorbing insulation. Such coverage shall be contiguous, so as to cover all walked upon areas. Owners having tiles installed in their units must ensure that the tiles are laid on sound-absorbing insulation according to building code.
- (d) Laundry must not be washed or dried after 9:00 P.M. and before 8:00 A.M.

15. ALTERATIONS AND CONSTRUCTION

- (a) The foregoing prohibition on work during season shall not apply to work performed by the Association on the common elements for the safety of its residents or as otherwise determined by the Board, from time to time.
- (b) No structural additions or alterations within units or any other part of the premises are permitted without prior written approval of the plans submitted to the Board of Directors, and the Town of Palm Beach. Certificates of insurance must be submitted by each contractor to the Board Of Directors before commencement of any alteration or construction on one's unit. Construction work must be scheduled only after May 1 and before November 1 between 8 A.M. – 4:30 P.M. Monday through Friday. **No work is permitted Saturday and Sunday.**
- (c) **Emergency repairs and repairs not involving structural work can be performed throughout the year WITH THE ABOVE MENTIONED APPROVALS. The hours for this type of work are: 8:00 A.M.– 4:30 P.M. Monday through Friday and Saturday from 8:00 A.M. until noon only.**
- (d) **24 hours notice must be given before deliveries are made to allow protective pads to be installed in the elevators. Deliveries must be made between 8:00 A.M.– 4:30 P.M. Monday through Friday and Saturday from 8:00 A.M. until noon only.**
- (e) The building is equipped with fire alarms and two emergency pulls on each catwalk adjacent to the laundry rooms. In the event of an alarm being sounded, everyone should leave the building, except when there is a test. Elevators should not be used at that time.

16. VIOLATIONS and RESPONSIBILITY

- (a) It is the responsibility of the unit owner to observe these rules and provide purchasers and lessees with a copy. **Owners are responsible for compliance by their lessees.**

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- (b) The Board of Directors require a security deposit of \$500, to cover any infraction of these rules or damage to condominium property (common areas) by a lessee, member of the lessee family, employee or guest. **Lessee cannot move in before a lease has been approved by the Board Of Directors and an interview is held with the prospective lessee.** Upon termination of a lease, the deposit will be returned to the issuer, less any deduction for fines, expenses and cost for repairing damage.
- (c) Should a violation continue after written notice, the owner shall be liable for all costs and expenses incurred, including attorney's fees and court costs.
- (d) The owner will also be subject to a fine for each infraction, the amount to be determined by the Board of Directors after affording an opportunity to the owner and/or lessee to be heard. Each fine will be \$100.00 per day until violation or infraction is corrected, up to a maximum of \$1,000.00.

17. DOCK FACILITIES (SEE ALSO DOCK RULES) Unit owners who own a boat may reserve a dock space if one is available, on the following conditions:

- (a) The boat must be 100 percent owned by an owner or owners of units in the condominium.
- (b) Proof of ownership must be filed with Association identifying the pleasure craft by name and serial number. No vessel other than that identified may be docked in the reserved space without prior approval of the Association.
- (c) The dock must be kept clear of all gear and equipment including but not limited to steps and dock boxes other than the ones provided by the The President.
- (d) A fee will be charged. The unit owner/owners is/are required to sign a Lease Agreement for Dockage. An annual non-refundable fee of \$1,200.00 will be charged. For a period of three months or less, the rate will be \$200.00 per month. A daily rate of \$50.00 per day will be charged, not to exceed \$1200.00 per year. The fee entitles the unit owner to a slip, water service and one outlet providing electric service if the need arises. There will be an additional charge of \$15.00 per month for each electrical line connected to a dock outlet(s). All fees and charges shall be subject to all applicable taxes and will be charged to the owner.
- (e) The condominium does not accept responsibility for boats or their contents while docked at The President of Palm Beach-A-Condominium Inc. Unit owners docking boats agree to indemnify, defend, save and hold harmless the association and any of its respective directors, officers, agents, members, and/or anyone acting under the association's direction from and against any and all loss, damage, liability, claims, demands, or suits of any nature whatsoever arising out of or in any way connected to the use of the vessel, or the association's facilities.
- (f) There shall be no "on-board" living, or overnight sleeping on the vessel.

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- (g) Boat owners shall, at all times, exercise care and prudence in the manner in which they use the docking facilities. The cost of any damages to the dock caused by an owner's boat shall be the responsibility of the boat owner.
- (h) A boat shall make minimum wake in the vicinity of the dock, proceeding at a speed no greater than is necessary to maintain steering and headway. Boats docking or departing should do so with minimum speed, noise and disturbance.
- (i) No maintenance of any kind will be performed at the dock.
- (j) The discharge of a marine head or holding tank is strictly forbidden.
- (k) Those unable to swim are to be accompanied by someone who can swim.
- (l) Fishing is permitted on the dock.
- (m) Noise will always be kept at a minimum. Shouting, loud conversations and loud music will not be permitted. The configuration of our building is such that noise is magnified and carried to all units.
- (n) The Board of Directors may, at any time, request that a person occupying dock space show evidence of ownership of the occupying vessel.
- (o) The use of docking facilities at the President is conditional and may be suspended or revoked at the discretion of the Board in the face of what it deems to be abuse of privilege.
- (p) The Board of Directors shall from time to time establish the rates for leasing of slips, and the qualifications for vessels. In addition, the Board of Directors shall from time-to-time review and recommend revisions of the dock rules.

18. AMENITIES PROVIDED BY THE PRESIDENT

- (a) There is twenty-four-hour doorman.
- (b) The heated swimming pool is open from 9:00 AM to dusk. (the office will provide a copy of the pool rules).
- (c) There is an easement for access to the beach, where we have beach chairs and a shower (see beach rules).
- (d) There is a dock for fishing and boats. There are fees for boat docking (see docking rules).
- (e) There are two laundry rooms on each floor. Wash cards can be purchased and replenished in the business office.
- (f) There are assigned parking spaces. Please park in your assigned space or the Guest parking.
- (g) There is a gratis car rinse facility (elevator key operated) at the north end of the building. The facility is for the **washing of cars, exclusively**.
- (h) The building pays for water. Because of the high cost of water and to avoid water shortages, we ask that you do not waste water and report any leaks (faucets, appliances, toilets) immediately.

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- (l) **During power outages, an emergency generator runs the emergency lights in the stairwells and the center elevator. The generator does not operate the end elevators during a power failure.**
- (m) Mail is delivered to our office once a daily, at random times. Please wait until all mail is sorted into each owner's box before requesting your mail.
- (n) An exterminator will treat your unit monthly and you will be given advance notice of his visit.
- (o) The President staff will do minor repairs for which a fee is charged. That fee will be billed with your quarterly assessment.
- (p) **Presidents Club:** There is a kitchen available for parties. Advance notice must be given for permission to hold private parties with rules for cleanup, etc. Fees will be charged for the use of the space for parties, to cover party cleanup and any damage to the premises. A form for the use of the Club area is available at the office to be filled out prior to the use of the facility for parties.

The President of Palm Beach Fitness Center Rules and Regulations

The Fitness Center and its equipment has been provided for the benefit of all owners, their families and guests. Please treat it as you would your own. It is assumed that all owners and their guests will follow the guidelines and rules, as follows:

1. Use of the Fitness Center is **"AT YOUR OWN RISK"**. A security camera has been installed to monitor the use of the Fitness Center.
2. Be considerate of others using the library and game rooms.
3. Please "sign in" the log book.
4. **NO SMOKING:** Smoking is prohibited in all areas of the Fitness Center.
5. **MEMBERS USE OF 'PERSONAL TRAINERS':** Personal trainers are welcome. They must follow the rules and regulations of the Fitness Center.
6. **ATTIRE:** At all times during use of the Fitness Center, users must be properly attired as follows:
 - (a) Shirt, shorts/tights or sweat pants and sneakers.
7. **NO BARE FEET ARE PERMITTED; No bathing suits or briefs are permitted.**

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8. **Please bring a hand towel when using the Fitness Center to wipe perspiration off the equipment. Sanitizing wipes will also be available for use.**
9. FITNESS CENTER MAY BE CLOSED FOR MAINTENANCE PURPOSES: The facilities may be temporarily closed as long as necessary for maintenance purposes or renovations.
10. The Fitness equipment has been placed in the gym room to meet the safety requirements for use of the equipment. Please DO NOT MOVE ANY EQUIPMENT._

WORKOUT ETIQUETTE: The Fitness Center is for the enjoyment of all the Owners and their guests. To enhance the workout experience, it is assumed that all will follow the guidelines of common etiquette, as follows:

- 1) During your workout, it is policy that all must abide by a 20 minute time limitation for cardiovascular equipment, when others are waiting.
- 2) When using any strength training equipment or machines, it is the policy to permit another to “work in” if you are doing multiple sets.
- 3) After using any pieces of exercise equipment, please wipe any perspiration off any equipment pad and return weights to their proper places.

The President of Palm Beach Dock Rules and Regulations

To establish a safe and inviting atmosphere for Unit Owners using “The President of Palm Beach” or “PBP” Docking Facilities, the following Rules and Regulations have been adopted:

1. **VESSELS ADMITTED TO AREA** Only private pleasure vessels, in good and operating condition using their own power, shall be admitted to the docking area.
2. **REFUSE AND GARBAGE** No refuse or garbage shall be thrown overboard or left in the docking area. All such materials shall be deposited in receptacles supplied by PBP and placed in the docking area. Oil, spirits, inflammable liquids, fuels or oily bilges shall not be deposited in the water.
3. **SUPPLIES AND OTHER MATTER** Supplies, materials, accessories or debris shall not be stored on the walkways or docks.
4. **ADVERTISING** Advertising and/or soliciting, including, but not limited to “For Sale” signs, shall not be permitted on any vessel moored in the docking area at any time.
5. **CHESTS OR STRUCTURES** Chests or structures shall not be erected or maintained on any walkway or dock. Boxes provided by PBP should be used.

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- 6. REPAIRS OR MAINTENANCE** No repairs to, or maintenance of, any vessel shall be conducted in the docking area at any time.
- 7. PRESIDENT OF PALM BEACH EMPLOYEES** No PBP employee shall be solicited by any vessel owner or agent to start or operate a vessel for which a boat slip has been leased. The PBP assumes no responsibility or liability for actions of its employees in this regard.
- 8. ELECTRIC GENERATORS** No separate or external electric generators shall be used within the docking area at any time.
- 9. LAUNDRY** No laundry shall be hung on any vessel, dock or walkway at any time.
- 10. PETS** Pets are prohibited from the entire docking area and from vessels while moored to the docking area.
- 11. SWIMMING AND/OR DIVING** Swimming, diving shall not be permitted from the docks, boat slips or from vessels when moored to the docking area.
- 12. RESIDENCE OR BUSINESS** No person may reside on a vessel or conduct business on a vessel for which a boat slip has been leased.
- 13. VESSEL EXTERIOR WORK** No woodwork, scraping, sanding or painting shall be permitted while a vessel is moored to the docking area.
- 14. NUISANCES** No person shall cause a public nuisance on any vessel moored in the docking area. No engine, radio, television or musical instrument shall be operated so as to create a nuisance or disturbance.
- 15. GUESTS** President of Palm Beach Unit Owners or Lessees may invite non-resident guests to use the docking area under the following conditions:
 - a. A boat slip suitable for the size of the guest's vessel must be available for such guest's visit;
 - b. The use shall be for no more than fourteen consecutive days in any one six month period;
 - c. The host shall arrange with PBP Board of Directors for permission to use the facilities;
 - d. The host shall pay to The President of Palm Beach a fee for the guest's use of \$50.00 per day.
 - e. The host shall agree that, during the stay of the guest, the guest shall comply with all of the rules and regulations of PBP and shall agree that his vessel may be moored at PBP docks under all of the terms and conditions of PBP dockage lease to the same effect as if the guest had executed PBP Beach Dockage lease and rules;
 - f. The host shall be responsible for all of the actions and conduct of the guest and any member of the guest's party;

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- g. All charges incurred by the guest shall be billed to and paid for by the host.

16. SLIP ASSIGNMENT AND LEASES

- a. Assignment of slips will be on a “First come first serve basis” ~~with seniority precedent.~~
- b. Slips may NOT be transferred. Slips are common property of the PBP.
- c. A slip lessee may not “sublet” or assign their slip to another resident of the PBP.
- d. A slip lease is terminated when a unit owner sells his unit. He will not receive a refund for the remainder of the slip lease.
- e. Any vacated slip may be occupied by a present slip lessee. The slip will then first be given to the longest, consecutive lease holder followed by the list of applicants.
- f. A slip may not be leased to an owner who does not own a boat. An owner leasing a slip must use the slip within a calendar year.

- 17. ALTERNATE DOCKING ARRANGEMENTS** Boat lifts, floating docks or other means of tying up a boat must be approved by the Board of Directors. Upon termination of a lease, the owner will be responsible for the removal of boat lifts, floating dock and any other accessory that has been installed, to the docks original condition.

- 18. VIOLATION OF THE ABOVE RULES AND OR LEASE AGREEMENT** shall automatically terminate this agreement. The Lessees will remove the vessel from the PBP dock within 10 days of termination notice

19. DEFINITIONS

- a. **Vessel** The vessel for which a boat slip has been leased or the vessel of an enrolled guest.
- b. **Dock or Docking Area** The entire area in which The President of Palm Beach docks and boat slips are located.
- c. **Walkways** The path on the docks leading to the boat slips.
- d. **Host** A President of Palm Beach Owner or Unit Lessee who desires to invite a guest to use the docking area according to the above Rules.
- e. **Guest** The Owner of a vessel for which the host has extended an invitation to use The President of Palm Beach dock area according to the above rules.
- f. **Premises** All areas owned or controlled by The President of Palm Beach.

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