

***THE PRESIDENT OF PALM BEACH
CONDOMINIUM ASSOCIATION***

RULES AND REGULATIONS

April 19, 2024

PRESIDENT OF PALM BEACH - RULES AND REGULATIONS
TABLE OF CONTENTS

<u>SECTION NUMBER</u>	<u>DESCRIPTION</u>	<u>PAGE NUMBER</u>
1.	Section 1: General Information; Amenities.	1
2.	Section 2: Unit Resales & Leases.	2
3.	Section 3: Rental of Unit 209.	4
4.	Section 4: Security.	5
5.	Section 5: Elevators.	6
6.	Section 6: Service and Personnel.	7
7.	Section 7: Occupancy and Registration.	7
8.	Section 8: Dogs and Pets; Emotional Support Animals and Service Animals	8
9.	Section 9: Pool Area.	10
10.	Section 10: Beach.	11
11.	Section 11: Windows and Private Balconies.	12
12.	Section 12: Public Areas.	13
13.	Section 13: Cars and Parking.	14
14.	Section 14: Storage.	15
15.	Section 15: Garbage Disposal; Laundry Rooms, and Recycling.	16
16.	Section 16: Noise and Disturbance.	16
17.	Section 17: Alterations and Construction.	17
18.	Section 18: Violations and Responsibility.	18
19.	Section 19: Dock Facilities and Dock Rules.	19
20.	Section 20: Fitness Center.	20
21.	Section 21: President's Club; Rental.	21
22.	Section 22: Grill Area.	23

APPENDIX ATTACHMENTS

- APPENDIX A-1:** 209 RENTAL - ADDITIONAL RULES/REGULATIONS
(SECTION 3)
- APPENDIX A-2:** SERVICE AND PERSONNEL - RULES GOVERNING
CODE OF CONDUCT (SECTION 6)
- APPENDIX A-3:** DOCK FACILITIES - ADDITIONAL RULES AND
REGULATIONS (SECTION 19)

1. *GENERAL INFORMATION; AMENITIES PROVIDED BY THE PRESIDENT*****

- (a) There is a twenty-four-hour doorman.
- (b) The heated swimming pool is open from dawn to dusk. Owners/Residents must comply with all Pool Rules, particularly those set forth at Section 9 below and Pool Rules Posted at the Pool.
- (c) There is an easement for access to the beach, where we have beach shed for beach chairs and a shower (See Homeowner Beach Rules at Section 10 below)
- (d) There is a dock for fishing and boats. (See Dock Rules at Section 19 below and additional/cumulative rules attached hereto).
- (e) There are two laundry rooms on each floor. The Laundry facilities are operated by "wash cards." Wash cards can be purchased, funded and replenished in the business office behind the doorman desk.
- (f) There are assigned parking spaces. Owners are required to park in his/her/their assigned parking space. Additional rules regarding parking are set forth at Section 13 below.
- (g) There is a gratis car rinse facility (elevator key operated) at the north end of the building. The facility is to be used exclusively for the rinsing of cars only, and can be used from 8:00 a.m. to 8: p.m.
- (h) The building pays for water. Due to 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.
- (i) During power outages, an emergency generator runs the emergency lights in the stairwells. The emergency generator does NOT run any elevators. The generator does not operate the end elevators during a power failure.
- (j) Mail is delivered by the U.S. Postal Service to our office once per day a random times. Please wait until all mail is sorted into each owner's box before requesting your mail.
- (k) Extermination service is performed in all units on a monthly basis. You will be given advance notice of his visit.

- (l) Responsibility for Private Engagement. Owners may request a PPB Employee to perform services outside such PPB Employee's work hours for President of Palm Beach Condominium. The requesting Owner is liable for any personal injury or property loss or damage arising out of the performance of such services, as well as any costs, fees, and materials to be used in the services provided. The Owner is also responsible for assuring compliance of the services and any alteration or repair to property in the Unit with applicable law and regulations.
- (m) Presidents Club: There is a kitchen available for parties. Advance notice (Club Rental Form) must be provided to, and accepted by, Management in order for any Owner to host a private event/social function at the President's Club. 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. Please refer to Section 21 below for Presidents Club Rental Requirements and Other Information.
- (n) Unit Owners, lessees, guests and visitors are not permitted to keep, maintain, or bring any pet on to the property and grounds and are not permitted to bring, keep and/or maintain any such pet in their Unit, except as may otherwise be stated herein at Section 8 below.

2. *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 shall 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, limited liability company, limited partnership or any other business entity may purchase or rent any Unit. Ownership, use and/or control of any Unit may NOT be assigned by any Owner to any corporate entity, limited liability company, limited partnership or any other business entity. Nominee Agreements in any form are strictly prohibited. Ownership may be held in the name of a Revocable Trust upon approval by the Board of Directors.
- (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) In regard to Owners selling their Units, as part of the approval process, prospective purchasers must be interviewed by the Board of Directors by appointment, at the Condominium or any agreed upon location, before approval will be issued for the sale of a unit. Interviews may also be conducted remotely pursuant to procedures and protocols established by the Board of Directors.
- (e) Owners moving into and out of the Building are subject to a Move In/Move Out fee which must be paid to the Association prior to any owner moving in or out of the Building. There are also similar fees for renovations and Large Furniture Deliveries, as follows:
 - (1) MOVE IN/MOVE OUT: There is a \$150.00 fee and a refundable security deposit of \$1,000.00 (This check will only be negotiated/deposited if damage occurs; if there is no damage the check will be returned to the Person having remitted same). The Fees set forth herein apply to Owners moving in and Owners moving out. The payments referred to herein must be remitted in two (2) separate checks.
 - (2) RENOVATIONS (ie: Bathroom renovation; Kitchen renovation). If a construction permit is required for the work being done in any Owner's Unit, there is a non-refundable renovation fee of \$1,000.00. There is also a refundable security deposit of \$2,000.00 (This check will only be negotiated/deposited if damage occurs; if there is no damage the check will be returned to the Person having remitted same). These fees apply to all work where a permit is required, except if Management, within its reasonable judgment, determines that the fee and security deposit is not required due to the minor nature of the work (ie: water heater replacement and air conditioning unit replacements). The payments must be remitted in two (2) separate checks.
 - (3) LARGE FURNITURE DELIVERIES: There is a \$150.00 fee and a refundable security deposit of \$1,000.00 (This check will only be negotiated/deposited if damage occurs; if there is no damage the check will be returned to the Person having remitted same). These payments must be remitted in two (2) separate checks.
- (f) Unit owners shall have a zero (\$0.00) account balance to lease their units. The Board of Directors has the right to deny any rental application made by any Owner if the Owner has an account balance due and owing to the Association.

- (g) Unit owners shall be in possession of the Unit for at least One (1) year prior to being able to rent the said Unit.
- (h) 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 for the unit.
- (i) Rentals require Board Approval. Unit owners shall notify the Board of Directors of their intent to lease their unit and secure Board Approval prior to any Owner marketing their Unit for rent. All rentals must be approved by the Board of Directors.
- (j) The Board of Directors requires the Lessee to remit 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 can not move before the Certificate of Rental Approval has been issued by the Board Of Directors.** Upon termination of a lease, the deposit will be returned to the issuer of the payment, less any deduction for fines, expenses and cost for repairing damage.
- (k) Repeat Lessees must be approved by the Board of Directors prior to commencing any repeat rental. Repeat lessees in the Building who rented previously from a different Owner, shall provide a letter of recommendation from the Owner of the prior rental, together with all other documents required for approval as a Renter, which must be submitted to the Board of Directors for review and consideration.

3. *RENTAL OF UNIT 209*****

- (a) Rental is Available to Owners only for Family and Guests of unit owner(s), if the Unit Owner is in good standing.
- (b) **Daily Off-Season Rental (May 1 to November 30):** \$150.00 per night. \$100.00 Security Deposit Required
- (c) **Monthly Off-Season Rental(May 1 to November 30):** \$4,000.00 per month. \$150.00 Security Deposit is Required.
- (d) **Weekly Seasonal Rental(December 1 – April 30):** \$200.00 per night. \$200.00 Security Deposit Required