

written agreement shall be detailed as the specific parking space, the parties names and the dates/times where usage of the alternate space is permitted.

14. *STORAGE*****

- (a) Bicycle storage is provided in the warehouse on the ground floor. Personal property may also be stored there on a short-term temporary 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 property of Unit Owners of that floor. Unit Owners shall not store their items in any Luggage Room other than the room applicable to their Unit. If you are unsure as to which Luggage Room corresponds to your Unit, consult with Management prior to use of any such Luggage Room. 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. Notwithstanding the foregoing, Unit Owners may store certain items in the luggage rooms if contained within a covered plastic bin with the Unit Owners Name and Unit Number clearly identified thereon. As storage space is limited Unit Owners shall only use a limited amount of space so as to leave room for others on their floor who share the same Luggage Room. No loose items which can fit in a storage bin shall be stored in the Luggage Room. Management reserves the right to require Unit Owners to remove items from the Luggage Room if within its reasonable determination, any such Owner is found to be using a disproportionate of storage space in the Luggage Room and/or storing any flammable and/or perishable items.
- (c) Luggage and all other items stored in the luggage storage room are stored therein 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.
- (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 flammable items or perishables in the lockers is strictly prohibited.

15. *GARBAGE DISPOSAL/LAUNDRY ROOMS*****

- (a) Garbage must be enclosed in tied or sealed plastic bags. Typical 13 gallon kitchen garbage bags 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. Boxes and Large Items shall be brought to the Dumpster on the Ground Floor.
- (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 placed in the recycling bins located on the lower shelf in the Laundry Rooms. Cardboard and cardboard boxes should be folded flat and placed in the recycling bin for cardboard items. Larger cardboard items should be folded flat and placed next to the recycling bin. Do NOT drop any of these items in the garbage chute. For all other Items please call the Office for disposal information and instructions. 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. Residents must remove Laundry from the washers and dryers immediately upon completion of washing/drying to allow other Residents use of the facilities. When finished using the Laundry room, the Door must be properly closed.

16. *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 rights, comfort, or convenience of other residents. Noise of all kinds should be kept low, so as not to disturb neighbors.
- (b) To minimize noise transmission, Owners are encouraged to use area rugs in their living and bedroom areas. Owners are encouraged to wear rubber soled shoes while in their units to limit noise transmission. To the extent possible Owners are requested to avoid wearing high heels and other types of shoes which do not serve to limit noise transmission. Owners are also requested and encouraged to use "felt feet" or other such coverings on the bottom of dining and other chairs (and other furniture pieces) which are generally moved during use. Owners having tiles installed in their units must ensure that the tiles are laid on sound absorbing insulation (a minimum of

STC and IIC of 60 or higher) according to building code or as required by any amended building code in effect at the time of their installation.

- (c) Laundry must not be washed or dried after 10:00 P.M. and before 8:00 A.M.
- (d) All noise, including, without limitation, talking, singing, television, radio, phones, tablets, record players, tape recorders, speakers, or musical instruments, shall be kept at such volume level to minimize noise transmission and to the extent possible, to ensure that same is not audible outside of the boundaries of the apartment in which it originates, even when the windows are open.
- (e) When at public locations on the common elements, including but not limited to the pool or gym, you may not use your cellular phone on speaker mode in a manner causing disturbance to others and must use earphones when listening to music or watching videos on any electronic device (including but not limited to a phone, tablet, laptop or other device) so that other persons within those common element areas cannot hear the sound emanating from such devices.

17. *ALTERATIONS AND CONSTRUCTION; FIRE ALARMS*****

- (a) Any 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 1st and before November 1st between 8:00 A.M. – 4:30 P.M. Monday through Friday. No work is permitted Saturdays, Sundays, or on Federal Holidays.
- (c) All Owners seeking to have any renovations to their units must submit a Request to Modify to management prior to any renovations being made. Any Owners having work performed must notify management as to the work being performed and the identity of the contractor so that their information including insurance information is provided to management.
- (d) There is a fee for major renovations to cover costs of damages and wear and tear to the elevators and common areas. Any Owner having any work performed as contemplated in Paragraph (b) above, must remit the required

fee as part of the alteration process. Owners must consult with Management in regard to this provision. Fees and Security Deposit requirements for renovations is as follows:

- (1) RENOVIATIONS (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 as stated herein below.
- (2) MINOR WORK/REPAIRS. Management may, within its reasonable judgment, determine that the fee and security deposit are not required due to the minor nature of the work (ie: water heater replacement and air conditioning unit replacements).
- (e) 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 12:00 noon only.
- (f) 24 hours notice must be given before deliveries are made to allow protective pads to be installed in the elevators. Deliveries for furniture, equipment and other large objects must be made between 8:00 A.M.– 4:30 P.M. Monday through Friday and Saturday from 8:00 A.M. until 12:00 noon only.
- (g) 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.

18. *VIOLATIONS and RESPONSIBILITY*****

- (a) **It is the responsibility of the unit owner to observe these rules. Owners are responsible for compliance by their lessees, guests, invitees, etc..**
- (b) 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 cannot move in before a lease has been approved 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.

- (c) 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. In addition to fines, the Board of Directors has the right to suspend any Owner's and/or Lessee's use of the amenities provided by the Association.
- (d) Any failure or delay by the Association in enforcing any Rules, Regulations and/or any other provisions in any Governing Documents or there is any failure or delay in the Association's exercising any right or remedy, shall not constitute a waiver of any rights whatsoever as afforded to the Association by the Rules/Regulations, Governing Documents, Statutes Governing Condominiums and all other applicable law.

19. *DOCK FACILITIES (SEE ALSO DOCK RULES APPENDED HERETO)*****

- (a) Unit owners who own a boat may reserve a dock space if one is available, upon terms and conditions set forth in the Boat Slip Lease on file with Management. Any Unit Owner seeking to reserve a dock space must first review the Lease and Rules and Regulations included therein to determine if Unit Owner's intended use of the dock space complies with the Lease Requirements and Rules/Regulations included therein. No use or reservation of boat slip shall be permitted unless a Lease signed and payment is made in accordance with the Lease Terms and Payment Requirements as established by Management.
- (b) Boat Trailers may not be stored on property.
- (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 approved by The President.
- (d) 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.