

PALM BEACH TOWERS CONDOMINIUM ASSOCIATION, INC.
RULES & REGULATIONS
EFFECTIVE 2/1/2020

The rules and regulations hereinafter enumerated as to the condominium property, the common elements, the limited common elements, the condominium units and the condominium in general shall be deemed in effect until amended by the Board of Directors of the Condominium Association and shall apply to and be binding upon all unit owners.

The unit owners shall at all times comply with said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, domestic help, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision.

Violation of these rules and regulations may subject the violator to any and all remedies available to the Condominium Association and other unit owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Condominium Association, the By-laws of the Condominium Association and Florida Law. Violations may be remedied by the Condominium Association by injunction or other legal means and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorney's fees, in addition to any remedies or rights which the Association or any unit owners may have to recover damage costs and attorney's fees against any person violating the rules and regulations or the Declaration of Condominium and any of the exhibits thereto. The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing the details of the operation, use, maintenance, management and controls of the common elements of the condominium and any facilities or services made available to the unit owners.

In the event that the Board of Directors, in its sole discretion, ascertains that an abuse exists, specifically in the reasonable usage of the limited and other common elements, the Board shall notify in writing the unit(s) involved, whereupon such unit owner(s) shall discontinue and refrain from any further abuse.

Any waivers, consents, or approvals given under these rules and regulations and/or any amendments or additions to these rules and regulations by the Board of Directors shall be revocable at any time and shall not be considered as a permanent waiver, consent or approval for any extension or other purpose other than that which is identified at that time of the giving of such waiver, consent or approval.

The Rules and Regulations are listed alphabetically and not, necessarily, in the order of their importance.

1. **Alterations and/or structural modifications:** No unit owner shall make, cause to be made, or allow to be made any alteration and/or structural modification to his condominium unit without the prior written consent of management which shall be obtained through the completion and execution of a copy of the “Rules & Regulations for Unit Owner Contractors and/or Craftsmen to Observe While Performing Work on the Premises” by the unit owner, any contractor(s), management and, where applicable, any mortgagor. A copy of such Rules & Regulations, which are incorporated herein by reference, may be obtained from the manager.
2. **Antenna and wiring:** No radio, television or air conditioning installation or other wiring shall be made without the written consent of the management. Any aerial or antenna erected or installed on the roof or exterior walls of the buildings or balconies without the consent of the management, in writing, is liable to removal, without notice, and at the cost of the unit owner for whose benefit the installation was made.
3. **Appliances; heavy duty:** No dishwasher, washer, dryer, trash compactor or similar heavy duty appliance shall be installed in a condominium unit without the prior written approval of the management. Any such appliance at present in a condominium unit may remain but may be replaced only with written consent of the management.
4. **Balconies and terraces:** No bathing suits, towels, or clothing shall be hung from balconies or windows.
5. **Barbecues and outdoor cooking:** No barbecues and/or outdoor cooking shall be permitted on balconies or terraces nor on any other portion of the condominium property except in those areas that may from time to time be designated for such purpose by management.
6. **Building employees, contractors:** No unit owner or members of his family or guests shall give orders or instructions to building employees or contractors engaged by management, but rather shall express their desires to the person designated for this purpose by management.
7. **Children:** Each unit owner shall be solely responsible for the actions and any damage caused by his or her visiting children. Children are not permitted to play or run in public halls, stairways, or interfere with the operation of the elevators. Unit owners shall be responsible for and shall require their children and visiting children to comply with all rules and regulations concerning recreational facilities. Children shall not be

allowed in the pool area unless accompanied by an adult at all times. Children under 3 years of age are not permitted in the pool.

8. **Cleanliness**: Unit owners shall be responsible for maintaining their unit in good condition and cleanliness. Owners shall not allow anything to be thrown or to fall from the windows, doors, balconies or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the building from the balconies, windows or to the interior of the building from hall doors.
9. **Complaints**: All complaints of unit owners shall be made in writing to the manager.
10. **Conduct**: No person in any unit or in the common areas of the condominium shall engage in loud and boisterous or other disorderly, profane, indecent, immoral or unlawful conduct.
11. **Corridors**: No garbage cans, supplies, dry cleaning, wheel chairs, furniture, dishes or other articles shall be placed in the corridors, hallways, stairways, staircase landings, unit entrance ways or common areas at any time. Whenever furniture and/or other heavy objects are to be moved, runners must be laid to protect the hall carpeting.
12. **Cypress Lounge/Lobby Lounge/Other Recreational Rooms**:
 - A. Proper attire required – no bathing suits and no bare feet.
 - B. All food service must be approved by the Manager.
 - C. No gaming tables in the East Lounge sitting area of the Cypress Lounge.
 - D. Fund raising, solicitation or sales of merchandise must be approved by the Board of Directors.
 - E. For special functions, unit owners may make arrangements with the Manager in advance for limited use of these rooms.
13. **Damaged common elements**: Damage to common elements including but not limited to the condominium buildings, landscaped areas and the recreational and community facilities caused by any unit owner, his guests, invitees or employees shall be the sole responsibility of such unit owner.
14. **Delinquent Accounts**: Assessment payments (monthly maintenance and special) are due on the first day of each month. Accounts not paid by the 15^h of the month are considered delinquent. Accounts delinquent on the 15th of the month will be charged a

\$100 late fee and shall bear interest at the rate of 8% per annum until such delinquent assessment and/or installation thereof and all interest due thereon has been paid in full to the Association. Accounts remaining delinquent after the 30th of the month will be turned over to the Association's attorneys for collection, at which time the unit owner(s) will be responsible for any and all legal costs incurred by the Association in the process of collecting such delinquent assessments and/or installation thereof, including but not limited to, any demand(s) made, the establishment, filing of and/or collection upon a Claim of Lien against the unit and/or any other legal actions against either the unit(s) or owner(s) thereof. The Board of Directors has the sole power to waive late fees and/or any accrued interest. To have a late fee and/or accrued interest considered for removal the owner(s) must submit a written petition to the Board explaining why the payment could not be paid in a timely fashion.

15. **Domestic help:**

- A. Domestic help of the unit owners may not gather, loiter, lounge or smoke within the recreational facilities, elevator landings, or other public areas of the condominium.
- B. Domestic help may use all recreational facilities only when assisting their employer (unit owner).

16. **Door access fobs:** In order to tighten security and control access into the building the Association installed a new door access system. The rules concerning this system are:

- A. One (1) door fob will be issued to a single person. Two (2) door fobs will be issued to a husband and wife or two co-owners who are in residence.
- B. It will be the responsibility of unit owners to return their door fob's to the Manager's office when they sell the unit. The unit owner will be charged \$100 for each fob not returned.
- C. All lessees will be charged a \$100 refundable deposit for the use of the door fob while in residence.
- D. All domestic help must enter through the Maintenance Department and be identified and checked in.
- E. In cases where the designated owner(s) must allow the use of his/her key fob to someone else, the manager's office must be notified in writing. The person in question (domestic, health attendant, care giver) must register in the manager's office as to name, address, telephone etc.

- F. The key fob owner will be held liable for any unauthorized usage.
- G. The cost to replace a lost door access fob is \$100.

17. **Elevators:**

- A. Elevators shall not be abused or overloaded. No smoking shall be permitted in the elevators. No children shall be permitted to play or loiter in elevators. No carriages, shopping carts or other objects shall remain unattended in elevators. Padding shall be installed while moving furniture or other objects, which may damage the interior. Unit owners shall be responsible for any damage for which they are responsible.
- B. The moving of furniture, building supplies and materials is restricted to the designated service elevators on the A & B sides of the building, and, where required, padding must be installed.

18. **Exercise Facilities, Sauna and Putting Green:** Persons using these facilities do so **AT THEIR OWN RISK**. Children under the age of 16 are not permitted to use these facilities. The Association **ASSUMES NO RESPONSIBILITY** for the use of these facilities.

19. **Exterior appearance:** No improvement may be constructed upon any part of the exterior of any of the condominium buildings or the condominium lands without the prior written consent of the management in each instance, and such consent may be withheld within the sole discretion of the Board of Directors and management.

20. **Exterior lighting:** No exterior lighting of any kind shall be installed without the prior written consent of the management.

21. **Flammable materials:** No flammable, combustible or explosive fluids, chemicals or substances, shall be kept in any unit, storage area or common element area, except such as required for normal use in compliance with all codes and ordinances as specified by the Town of Palm Beach.

22. **Food and beverages:** Food and beverages shall only be consumed within units and in those portions of the recreational and community facilities designated for such purposes by the Board of Directors and management

23. **Gambling:** Florida State Law explicitly prohibits gambling in any part of this condominium under penalty for a misdemeanor or a felony. All unit owners, lessees, guests and invitees must adhere to this law

24. **Guns**: No guns shall be permitted to be discharged any place upon the condominium property, including the common areas and units, except as might be permitted in the event of emergency under the applicable laws of the State of Florida. Guns for this purpose shall include but not be limited to rifles, shotguns, pistols, BB guns, and slingshots.
25. **Hurricane Preparation**: Each unit owner who plans to be absent from his living unit during the hurricane season must prepare his living unit prior to his departure by:
 - A. Removing all furniture, plants and other objects from his balcony. If it is necessary for maintenance to do this work, the unit owner will be billed accordingly.
 - B. Designating responsibility to a firm or an individual to make the necessary repairs to the unit in case of hurricane damage, and by furnishing management with the name of said firm or individual.

Each unit owner who is present (or has not taken the above actions) during the hurricane season, must take the above preparatory actions upon a Hurricane Warning for Palm Beach County, or such portion of Palm Beach County which includes the Condominium. Occupancy of a unit during a hurricane shall be governed by Rule 36.

26. **Hurricane Shutters**: In 1994 every window in the Palm Beach Towers was equipped with automatic electrified shutters, except for the Regency Units. These shutters are beyond the unit owners control and are operated by the maintenance department as the need arises.
27. **Ice Machine and Refrigerator Lines**: All plumbing, pipes and/or lines (whether new or a replacement) leading to and/or connected to any ice machine (whether separate from or included within a refrigerator/freezer) or water dispensing mechanism which is part of a refrigerator must be made of copper.
28. **Insurance**: All unit owners must carry "Unit Owner Insurance". This insurance policy must include Special Assessment coverage of no less than \$2000 (per occurrence), and must list the Association as an additional named insured and loss payee.
29. **Insurance rates**: No unit owner shall allow anything to be done to or kept in his unit or in his storage area which will increase the rate of insurance on the condominium property.
30. **Laundry facilities**: The laundry rooms are provided for the use of the unit owners and their guests only. Laundry facilities must be used pursuant to the rules and regulations posted in each laundry room. Laundry should be removed from the

machines as soon as the washing or drying process has been completed. All lint must be removed from machines immediately after each use. No objects such as laundry carts should be left in laundry rooms. Empty detergent containers and other refuse should be placed in the proper receptacles provided in each laundry room. After the use of the laundry equipment, all lights must be turned off. The laundry room facilities may be used only during the hours posted in each of the laundry rooms.

Laundry detergent, bleach and fabric softeners must be brought to and from the laundry rooms in closed containers so as to avoid any spillage and staining of the hall carpets.

31. **Library:** The Palm Beach Towers maintains a lending library (honor system) on the second floor mezzanine connecting the A and B buildings. The books and magazines are donated and are there for the unit owners to borrow.
32. **Limited common elements and or common elements:** All unit owners who have been granted rights to use certain portions of the limited common elements and/or common elements are responsible for their maintenance and the repair of damage which may be caused by their use. Such repair and maintenance obligations shall include, but not be limited to, the maintenance of any deck, patio or other limited common element on or over a roof, the cost of the removal of such deck, patio or common element to access and/or make repairs to the underlying roof, and the cost of any damage to the roof caused by the use of any limited common element.
33. **Meetings of the Board:** Rules governing the frequency, duration and manner of unit owner statements at meetings:
 - A. Require the unit owners desiring to speak to submit their question two (2) working days prior to meeting.
 - B. Limit the speaking time to three minutes.
 - C. Limit unit owners to speak once per agenda item.
 - D. Any unit owners desiring to use audio or video equipment must notify management two (2) working days prior to the meeting.
 - E. Persons wishing to record or videotape meetings are to remain in the specifically designated area of audio and video equipment.
 - F. The bulletin board in the mailroom off the main lobby is designated for the posting of all Board meetings.

- G. The Palm Beach Towers maintains its own TV channel, No. 63, which has been designated as an official means of notification of all meetings and events.
34. **Motorcycles**: Motorcycles will not be parked or placed anywhere other than in designated motor vehicle parking spaces. No motorcycles will be driven upon common areas other than roadways and parking areas. All motorcycles must have appropriate noise muffling equipment and the management shall be authorized to bar any motorcycle or other motor vehicle that causes an abuse of normal noise from the condominium properties.
35. **Nuisances**: No unit owner shall make or permit any disturbing noises by himself, his family, domestic help, employees, agents, visitors and licensees, nor permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No unit owner should play, or allow to be played, any musical instrument or operate or allow to be operated, a phonograph, television, radio, sound amplifier or other sound equipment, in such a manner as to disturb or annoy other occupants of the condominium. No unit owner shall conduct, or permit to be conducted vocal or instrumental instruction at any time, except as it might be considered a reasonable activity sanctioned by the Board of Directors or management, which will be limited to take place in the recreational and community facilities. A unit owner shall, upon request of the Board of Directors of the Condominium Association, install and continuously maintain at his own expense sound deadening material, such as rugs or carpets to cover the floor surface of the unit.
36. **Occupancy**: In the absence of the registered owner(s) a unit may be occupied only by direct family members, (mothers and fathers: brothers and sisters; if married, their respective spouses and children). The visitors' occupancy of a unit is also limited by its respective size: No more than 2 visitors per bedroom in the apartment. The unit owners(s) must register the impending visit(s) through the execution of the below Guest Registration Form no less than one week prior to the intended guests(s) occupancy using the attached form provided on page 9 by the Association and depositing same in the Manager's office. Visitors shall comply with all the rules and regulations of the condominium and rights and obligations created by the Declaration of Condominium and its exhibits. The Board of Directors reserves the right to limit the number of occupancies a unit owner may have, limit the number of such occupants that may use the recreational and community facilities and the right to expel such occupants who fail to comply with applicable requirements.

PALM BEACH TOWERS

GUEST REGISTRATION FORM

DATE: _____

TO: PALM BEACH TOWERS MANAGER'S OFFICE

The following family member(s) will be guest(s) in apartment no. _____

for the period of _____ through _____

Name of Guest(s) & Relationship(s):

I understand and agree that only direct family members can use my apartment; and that I will be in violation of the Condominium Rules and Regulations if guests occupy my apartment in my absence without written permission from the General Manager.

Print Name: _____ Daytime Phone: _____
Owner

Signature: _____ Alternate Phone: _____

Approved: _____ Date: _____
General Manager

Please furnish your guest(s) with a copy of this form.

37. **Occupancy Restriction during Hurricane & Extended Power Outage:** In order to protect the health, safety and welfare of the Unit Owners, as well as protect the property of the condominium, immediately upon the issuance of a Hurricane Warning for Palm Beach County, or such portion of Palm Beach County which includes the Condominium, only the Unit Owner(s) and any immediate lineal family (which is specifically defined as only including the Unit Owner(s), any parents, and/or children) may stay/reside within the Unit. Under no circumstances shall unrelated third parties (other than necessary person health care providers) be permitted to stay/reside within the Unit after the posing of a Hurricane Warning. Furthermore, even lineal family members may only stay within the Unit after a Hurricane Warning has been issued if the Unit Owner(s) are physically in residence.

38. **Parking area**

- A. **Commercial vehicles** - Trucks for deliveries or work to be performed in one of the units: The point of entry to the Palm Beach Towers must be through the maintenance entrance of the B (South) side of the buildings. The maintenance department will issue each vehicle a numbered tag which must be displayed on the dashboard while the vehicle is parked and unattended. The maintenance department must keep a roster showing the name of the vehicle (company, owner), the unit in which work is being performed and the respective tag number which has been given out. Daily, upon completion of the work in question, the numbered tag must be returned to the maintenance department. Subsequently, the driver of such vehicles must request the use of an available parking space.
- B. **Private vehicles** - Parking areas upon the condominium property shall be used only by condominium unit owners, their bona fide guests and bona fide invitees. Parking areas shall only be used to park private passenger motor vehicles. Unit owners shall only park their motor vehicles within those parking spaces that have been assigned to them. Unit owners shall park any additional vehicles in those spaces designated for guest parking. No motor vehicle which cannot operate on its own power shall remain on the condominium property for more than 24 hours, and no repair of any motor vehicle shall be made on the condominium property. No trucks, mobile homes, trailers, campers, boats or other vehicles or equipment, other than private passenger vehicles shall be parked or left standing upon the condominium property, except for the purposes of loading and unloading. No motor vehicles shall be parked other than in a space designated for parking. Vehicles improperly parked will be towed away at the expense of the owner of the condominium unit doing or permitting such act, and/or the owner of the vehicle.
- C. **Wheel vehicles** - No unit owner shall permit wheel vehicles, including but not limited to bicycles, carriages and shopping carts, to be used in a manner that would interfere with vehicular and pedestrian traffic upon the condominium property. No such wheel vehicles shall be used within any passageways of the condominium building except for the purposes of transporting them from the living unit to the outside of the building. No bicycles shall be permitted to be ridden within or upon the recreation facilities.

39. **Passageways:**

- A. Sidewalks, entrance ways, elevators, vestibules, stairways, stairwells, corridors, halls and all other portions of the common elements must be kept free of obstructions and encumbrances at all times, and shall never be used for any purpose other than entrance and exit.

- B. No carriages, bicycles, wagons, shopping carts, wheelchairs, benches, tables or other object shall be stored or kept in such areas.
- C. No smoking allowed within 20 feet of any building entrance.
40. **Pets**: No pets are allowed in the condominium units and/or the common elements, except for Service Animals and Emotional Support Animals under the applicable federal and state statutes and guidelines, as set forth in further detail within Rule 61 regarding Reasonable Accommodation Policy for Persons with Disabilities.
41. **Personal insurance**: Although there is insurance coverage afforded through the Association for the individual living units, such insurance does not include coverage of personal property and liability coverage for the individual unit owners. Therefore, it is recommended that such coverage be obtained by each of the individual condominium unit owners should they be desirous of having such coverage.
42. **Plantings**: No plantings of any kind shall be made or removed by a unit owner on any public areas, and/or other portions of the common elements, without the prior written approval of the management.
43. **Personal property**: The storage of personal property of unit owners shall be contained within their condominium unit or where applicable in assigned storage areas, but in no event shall be stored or left within other portions of the common elements or in public areas. The condominium is not responsible for any losses of items stored.
44. **Plumbing and electrical**: Toilets, sinks and other plumbing facilities shall not be used for any purpose other than those for which they were intended, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be placed therein. Grease and other foreign substances shall not be poured down drains. Electrical outlets and electrical wiring shall not be over-burdened. Total costs of all maintenance, repairs and replacements connected with any misuse of plumbing and/or electrical installations shall be the responsibility of and paid for by the individual unit owner.
45. **Pool, cabanas, and deck area**: The use of the recreational facilities is limited solely to residential members of the Association and their bona fide guests. The use of these recreational facilities shall be regulated from time to time by the Board of Directors. Additional regulations shall include those that are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities and those that are deemed necessary and reasonable to insure the proper use of said

facilities by all the members of the Association. Amended or additional rules and regulations or excerpts thereof shall be posted in a conspicuous place, in or upon these recreational facilities, and it shall be the responsibility of the individual unit owners to apprise themselves of same. The user of these recreational facilities shall be responsible for any breakage and/or damage caused.

Swimming and other use of these recreational facilities shall at all times be solely at the risk of the individuals involved and in no event be the responsibility of the Association or its members.

- A. No Pets or emotional support animals are allowed in the pool or pool deck area. Service Animals are allowed in the pool deck area, but not in the pool.
- B. All persons are required to wear robes and/or other covering and shoes while in route to and from the pool area. No person in bathing suit attire is permitted in the lobby at any time and must use the elevators directly to and from the terrace floor.
- C. All persons are required to shower before entering both the pool and hot tub.
- D. In the interest of sanitation, the pool may not be used at any time by children under three years old unless they are accompanied and supervised by an adult (and have on both a clean diaper and rubber pants over the diaper), incontinent adults or any persons with contagious or infectious skin or health conditions.
- E. Parents are responsible for the behavior, safety and supervision of their children.
- F. All guests must be registered and sign in at the pool area office stating their name and the names of their host or hostess.
- G. Signed permission for any guest in residence to use a cabana must be given by the cabana owner or lessee.
- H. Cabanas may be used only by unit owners, their families and bona fide lessees who are in residence at the Towers.
- I. Cabana owners are responsible for all telephone calls made from their cabanas.
- J. Card playing will be confined to the interior of cabanas or other areas designated by the management.

- K. No glassware allowed anywhere in pool area. Plastic or paper cups are permissible in cabanas.
- L. Food and drinks may be served only within or directly in front of cabanas and designated areas.
- M. No smoking or cell phones allowed on main pool deck. Smoking and cell phone use allowed only in designated areas and inside cabanas.
- N. **TOWELS**: The pool attendants will furnish towels upon request for the exclusive use in the pool area, the exercise rooms and the showers. They are not to be removed form these areas.

46. **Presence of Unit Owner(s) During Hurricane Conditions and/or other extended power outages**: In order to protect the health, safety and welfare of the Unit Owners, as well as protect the property of the Condominium, immediately upon the issuance of a Hurricane Warning for Palm Beach County, or such portion of Palm Beach County which includes the Condominium, only the Unit Owner(s) and any immediate lineal family (which is specifically defined as only including the Unit Owner(s), any parents and/or children) may stay/reside within the unit. Under no circumstances shall unrelated third parties (other than necessary personal health care providers) be permitted to stay/reside within the Unit after the posting of a Hurricane Warning. Furthermore, even lineal family members may only stay within the Unit after a Hurricane Warning has been issued if the Unit Owner(s) are physically in residence.

47. **Purchase and leasing of condominium units** (defined by Section XIII of Declaration of Condominium to include dwelling, business and cabana units): In order to maintain a community of responsible residents and unit owners and for the maximum protection and values of the condominium property, the following rules and regulations shall apply with respect to purchase and leasing of units.

- A. The approval of a sale of a condominium shall be given only to the purchaser who will occupy the unit.
- B. Any purchase with the intention of occupancy by others shall be disclosed in detail in writing at the time of the sale or lease. No sales/leases allowed in corporate name.
- C. In the event the property is leased, such lease shall be for a period of not less than six months or more than 12 months. The apartment may not be leased again until the expiration of two (2) intervening years. There shall be no subleasing of said units by lessee.

- D. A non-refundable application-screening fee of \$125 will be charged.
48. **Repairs**: All repairs, renovations, or other maintenance shall be performed only after written approval has been given by the General Manager. Such work, when approved, shall be inspected by the General Manager to see that it is done in conformance with the approval granted. All work must be performed between May 1st and October 31st, between the hours of 9:00a.m. and 5:00p.m. on weekdays, except holidays.
49. **Right to enter in emergencies**: In case of any emergency originating in or threatening any unit regardless of whether the owner is present at the time, the management or any other person authorized by it shall have the right to enter such unit for the purpose of remedying the cause of such emergency. In order to facilitate entry in the event of any emergency, the owner of each unit is required to deposit, under the control of the management, a key to the unit. No owner shall alter any lock or install a new lock on any door leading into the unit without the prior consent of the management. If such consent is given, the owner shall provide the management with a new key.
50. **Service people**: No unit owner shall permit any service people, whether for purposes of maintenance, repair, replacement or improvement, to work in a unit, except in case of emergencies authorized by Management, before 9:00 a.m. or after 5:00 p.m.
51. **Signs**: Interior windows in the Lobby, Mezzanine and Ground Floor must have their signs, lettering, and window treatments approved by management and the Board of Directors. No advertisement, shall be posted, inscribed, painted on, or affixed to any window, or otherwise hung, placed, or located within ten (10) feet of any window. All lights must be turned off when such offices with interior windows are closed.
52. **Smoking and cell phone use**:
- A. No smoking allowed on the main pool deck. Smoking allowed only in designated areas and inside cabanas. No cell phone use allowed on main pool deck. Cell phones may be used only in designated areas and inside cabanas.
- B. No smoking allowed within 20 feet of any building entrance.
53. **Solicitations**: There shall be no solicitation permitted by any persons anywhere in or on the condominium property for any cause, charity or for any purpose whatsoever, unless specifically authorized in advance by the Board of Directors.
54. **Traffic - Vehicular and pedestrian**: All vehicular and pedestrian traffic moving in and about the condominium property shall comply with governmental laws at all times. All such traffic shall obey any traffic signs and/or other equipment employed

for the purpose of traffic control. Unless otherwise posted, vehicular traffic shall adhere to a maximum speed limit of 10m.p.h.

55. **Transformer rooms, boiler rooms, generator rooms, pool equipment rooms, elevator rooms and roof areas:** Access to these areas by the unit owners and unauthorized personnel is prohibited at any time because of the possible liability that these areas may present. Access to these areas may be granted by the Board of Directors or Management only in case of emergency or to perform necessary repairs to a unit.
56. **Trash and garbage:** All refuse, waste, bottles, cans, garbage and trash shall be securely wrapped and placed only in those containers and areas designated for such purpose. Garbage that is to be deposited in chutes shall be wrapped in plastic bags and tied at the top. Large cartons, large bottles and packing cases must be brought to the first floor trash room by the unit owner or by the unit owner's arrangements with the Maintenance Department. NEEDLES OR GLASS SHALL NOT BE PLACED IN CHUTES.
57. **Wasteful use of electricity and other utilities:** No unit owner shall be allowed excessive use of utilities without the written permission of the Board of Directors. In the event any unit owner uses excessive electricity or other utilities in a wasteful manner, the Board of Directors may take whatever action it deems necessary.
58. **Window, door and balcony treatments:** No awning, canopy, shutter or other projections shall be attached to or placed on the outside walls, doors or roofs of the condominium buildings without the prior written consent of the management in each instance. No blinds, shades, screens, decorative panels, window or door coverings shall be attached to or hung without the prior written consent of the management. No clothesline or similar device shall be permitted on the condominium property. Requirement of written permission of the management shall apply to any replacement or renewal in the future and the management may refuse any such replacement or renewal at its sole discretion.
59. **Written inquiries:**
 - A. All written inquiries must be directed to the Association and forwarded to the Manager's office.
 - B. The Association is obligated to respond to only one (1) written inquiry received per unit in any thirty (30) day period. If more than one (1) inquiry is received from a unit in any thirty (30) day period, the Association will respond to each subsequent inquiry during the next thirty (30) day period.

60. **Violations of Declaration and Rules and Regulations (pursuant to authority as listed in the Declaration of Condominium)**: subject to a fine of \$100

- A. The failure to use garbage bags or containers for trash and leaving garbage on floor of trash room or in hallways.
- B. Allowing the employment of unauthorized workmen and allowing work to be performed during unauthorized period of time.
- C. Unauthorized use and/or blocking of fire doors.
- D. Failure to wear proper attire in front lobby, restaurant and Cypress Lounge.

61. **Reasonable Accommodation Policy for Persons with Disabilities**: It is the intent of the Palm Beach Towers Condominium Association to comply with all federal, state, and local laws governing the provision of accommodation to persons with disabilities currently enacted and those that may be enacted in the future, including, but not limited to those regarding Emotional Support Animals, as set forth in detail below. This revised Rule, and the policies and procedures set forth herein, shall replace and supplant the Association’s previously issued “Guidelines for Approval of Emotional Support Animals at Palm Beach Towers Condominium.”

A. Any current or prospective unit owner(s) may make a request for a reasonable accommodation by completing a ***“Request For Reasonable Accommodation Form”*** which is available at the Manager’s office. The form should be completed and returned to the Manager’s office for transmittal to a designated Board Representative. All requests will be acknowledged within ten (10) business days of their receipt and all person(s) making such request(s) will be notified in writing within fifteen (15) business days of the submittal of their Request of the decision by a Board of Directors. Should there be any question or issue with the Request, the Board Representative will initiate an interactive process with the person(s) making the Request to resolve any issues, to ensure a timely decision is issued in writing. All Requests for accommodation because of disability will be considered and it is the intent of the Association to grant all reasonable requests within the provisions of the Fair Housing Act and the Palm Beach County Fair Housing Ordinance

B. Any person(s) making a request for a reasonable accommodation who are unwilling or unable to complete the ***“Request For Reasonable Accommodation Form”*** may contact the Manager’s Office and a Board Representative will consult with the person and complete a ***“Board Representative Request Form”*** on behalf of the unit owner(s).

C. Upon a decision being rendered by the Board regarding a request for accommodation, an ***“Approval or Disapproval of Request Form”*** will be completed and transmitted to the person(s) making the Request within fifteen (15) business days of receiving the request.

D. In the event the “Reasonable Accommodation Request” involves a reasonable modification to the structure of the interior or exterior areas of the dwelling unit or to common and public use areas the current or prospective owner will be responsible for all costs of the modification(s).

E. In the event a current or prospective owner(s) requesting a “Reasonable Accommodation” indicates a disability that is not readily obvious, the Board Representative will request credible demonstration of the disability. This can be accomplished by evidence of disability income or social security disability insurance benefits; a note, report of prognosis from a doctor or other medical professional; verification from a peer support group or non-medical service agency which relates to the stated disability; or, a statement from a reliable third party (e.g., treating psychiatrist, psychologist, other healthcare provider, parent, guardian, care-giver, husband, wife or partner) who is in a position to have observed the disability. Ordinarily, the person(s) making the request will not be required to submit medical records or detailed information for the inquiry process. However, in exceptional circumstances or when the nature of the circumstances give rise to an objective question about the reliability of the third party’s statement, then more detailed information may be requested.

F. It is the overall intent of the Association to maintain a collegial and respectful environment for all owners and their guests. Special note for Emotional Support Animals is made of the Rules and Regulations as they apply to noise and the use of common areas such as the lobby, halls, elevators and all indoor and outdoor public areas.

G. In granting a “Request for Reasonable Accommodation For Persons With Disabilities” the Board of Directors on behalf of all unit owners asks that such persons abide by the following additional Rules and Regulations regarding Service Animals and Emotional Support Animals.

1. As noted in Rule 44, under the applicable state and federal law and local ordinances, no pets or emotional support animals (including dogs) are allowed in the

pool or pool deck area. Service Animals, however, are allowed in the pool deck area, but not in the pool itself.

2. No emotional support animals, including dogs, should be walked in the inner areas of the building including the pool area and upper part of the building near and around the entrance and lobby. Management will designate and provide signage for areas in the outer perimeter of the building in which such animals may be walked.

3. Emotional support animals, including dogs, should be carried in the lobby area. Whenever available, as a courtesy to other unit owners (including those with allergies or who are unnerved by animals) service elevators should be used to transport animals from floor to floor and to go outside.

4. All emotional support animal droppings/waste must be picked up, or its owner(s) can be fined in an amount up \$250.00, for repeat offenders.