

**RULES AND REGULATIONS
OF THE
PALM BEACH TOWERS
COMDOMINIUM ASSOCIATION**

Updated 3/24/2022

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I. ADMINISTRATION, BUILDING OPERATIONS & MANAGEMENT

1. Building Employees & Contractors

No unit owner or members of their family or guests shall give orders or instructions to building employees or contractors engaged by the Manager, but rather shall express their desires to the Manager.

2. Complaints

All complaints of unit owners shall be made in writing to the Manager.

3. 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.

4. Delinquent Accounts

Assessment payments (monthly maintenance and special) are due on the first day of each month. Accounts not paid by the 15th 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 installment 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 installment 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.

5. Domestic Help

A. Domestic help of unit owners may not gather, loiter, lounge or smoke within 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).

C. All domestic help must enter through the Maintenance Department during business hours to be identified and checked in. If arrival time is before or after business hours, they must check in at the Front Desk.

6. Door Access Fobs

In order to tighten security and control access into the building, the Association installed a 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 is the responsibility of unit owners to return their door fobs 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. In cases where the designated owner(s) must allow the use of his/her key fob by someone else, Management must be notified in writing. The person in question (domestic, health attendant, caregiver) must register in the Management Office as to name, address, telephone, etc.

E. The key fob owner will be held liable for any unauthorized usage.

F. The cost to replace a lost door fob is \$100.

7. 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.

8. Insurance

A. It is recommended that unit owners carry "Unit Owner Insurance." This insurance policy should include Special Assessment coverage of no less than \$2000 (per occurrence) and must list the Association as an additional named insured and loss payee.

B. Although there is insurance coverage afforded through the Association for 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 individual condominium unit owner should they desire to have such coverage.

C. No unit owner shall allow anything to be done to or kept in their unit or their storage area which will increase the rate of insurance on the Condominium property.

9. Meetings of the Board

Rules governing the frequency, duration and manner of unit owner statements at meetings:

A. Require that unit owners desiring to speak, submit their question two (2) working days prior to the meeting.

B. Limit speaking time to three (3) 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.

10. 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 all impending visit(s) through the Management Office via telephone or email. 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.

11. Purchase & Leasing of Condominium Units (defined by Section XIII of Declaration of Condominium to include dwelling, business, & 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 & regulations shall apply with respect to the 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 and cannot be assigned to a third party.

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 a corporate name.

C. In the event the property is leased, such lease shall be for a period of not less than six (6) months or more than twelve (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 a lessee. D. A non-refundable application-screening fee of \$125 will be charged, or \$250 for a RUSH.

E. There will be a non-refundable fee of \$250 per unit, for the execution of an estoppel (there is an additional fee of \$150 per estoppel if it must be returned in 3 days or Less). The Association must receive payment before it can be completed and returned.

F. There will be a non-refundable fee of \$150 for the Association to execute a Condo Questionnaire. Payment must be remitted to the Association before the questionnaire can be completed and returned.

12. 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 Manager or any other person authorized 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 Manager, 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 Manager. If such consent is given, the owner shall provide the Manager with a new key.

13. Service Personnel

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 the Manager, before 9:00 a.m. or after 4:30 p.m.

14. Signs

Interior windows in the Lobby, Mezzanine and Ground Floor must have their signs, lettering and window treatments approved by the Manager 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.

15. 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.

16. Violations of Declaration & 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 other than authorized hours.

C. Unauthorized use and/or blocking of fire doors.

D. Failure to wear proper attire in Front Lobby, Restaurant and Cypress Lounge.

17. Wasteful Use of Electricity & 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.

18. 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.

II. COMMON AREAS, AMENITIES, BUILDING EXTERIOR & NOISE ISSUES

1. Balconies, Terraces & Windows

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 Manager 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 Manager. No bathing suits, towels or clothing shall be hung from balconies or windows. No clothesline or similar device shall be permitted on the Condominium property. Requirement of written permission of the Manager shall apply to any replacement or renewal in the future and the Manager may refuse any such replacement or renewal at his sole discretion.

2. Barbecues & 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 the Manager.

3. Corridors

No doormats, decorative plantings or other items shall be placed outside any unit entrance or service door in the common area corridors. The door lock and hardware, along with the knocker and doorbell may not be altered in any manner. No hooks may be affixed to any unit door, nor may any signs or decorations be attached directly to a unit door. Only one religious symbol (i.e. Mezuzah) may be affixed to any doorframe. No shoes, wheelchairs, walkers, strollers, bicycles or any other articles shall be placed or left in the corridors, hallways, stairways, staircase landings, unit entrance ways or common areas of the Condominium at any time. Whenever furniture and/or other heavy objects are to be moved, runners must be laid to protect the hallway carpeting.

4. 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. Fundraising, 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.

5. 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.

6. 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, bicycles, 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, or their guests and/or employees. 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.

7. 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 Manager in each instance, and such consent may be withheld within the sole discretion of the Board of Directors and Manager.

8. Exterior Lighting

No exterior lighting of any kind shall be installed without the prior written consent of the Manager.

9. Food & 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 Manager.

10. Gym

A. ALL PERSONS USING THE GYM DO SO AT THEIR OWN RISK. THE ASSOCIATION ASSUMES NO RESPONSIBILITY FOR THE USE OF THE GYM.

B. Use is limited to unit owners, their immediate families and their guest(s) while they are in residence.

C. No one under the age of sixteen (16) is permitted to use the gym.

D. Hours of use of the gym are 6 a.m. to 9 p.m.

E. Use of cell phones is strictly prohibited.

F. Only headphones may be used as a listening device. No speakers of any kind may be used.

G. As a courtesy to others, please wipe down all equipment after use, do not drop weights and return all equipment to its proper place after use.

H. Trainers and other exercise professionals including, but not limited to, physical therapists:

1. Must sign in at the Front Desk or Maintenance Office before every visit.

2. Must, prior to their first visit, submit proof of insurance and execute a "Hold Harmless

Agreement" in favor of and for the benefit of the Association.

3. May only work with up to two (2) people maximum at any time.

4. May not work with nonresidents.

5. May not use the gym independent of a session with a unit owner, their immediate families and their guest(s) while they are in residence.

11. 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 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 & fabric softeners must be brought to & from the laundry rooms in closed containers to avoid any spillage & staining of the hall carpets.

12. Library

The Palm Beach Towers maintains a lending library. The books and magazines are donated and are there for the unit owners to borrow.

13. Limited Common Elements &/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 that 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 elements on or over a roof, the cost of the removal and replacement 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.

14. Noise/Nuisances

No unit owner shall make or permit any disturbing noises by themselves, their family, guests, domestic help, employees, agents and licensees, nor permit anything by such persons that will interfere with the rights, comfort 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 Manager, which will be limited to taking 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.

See also Pet Rules

15. Passageways

A. Sidewalks, entranceways, 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 objects shall be stored or kept in such areas.

C. No smoking is allowed within twenty (20) feet of any building entrance.

16. 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.

17. 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 Manager.

18. Pool, Cabanas, Deck Area & Putting Green

The use of the recreational facilities is limited solely to residential members of the Association, their families 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. Registered Service Animals are allowed in the pool deck area, but not in the pool or hot tub.

B. All persons are required to wear robes and/or other coverings and shoes while enroute 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 (3) years old unless they are accompanied & 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. Children shall not be allowed in pool area or hot tub unless accompanied by an adult at all times.

F. All guests must be registered and sign in at the pool area office stating their name and the names of their host.

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, guests 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 Manager.

K. No glassware allowed anywhere in pool area. Plastic or paper cups are permissible in cabanas and pool deck area.

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 exclusive use in the pool area, the exercise rooms and the showers. They are not to be removed from these areas.

III. CONSTRUCTION & ALTERATION

1. Alterations, Renovations & Repairs

A. All repairs, renovations or other maintenance shall be performed only after written approval has been given by the Manager. Such work, when approved, shall be inspected by the 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 4:30p.m. on weekdays, except holidays. B. No unit owner shall make, cause to be made or allow to be made any alteration and/or structural modification to his/her condominium unit without the prior written consent of the Manager 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 unit owner(s), any contractor(s), management and, where applicable, any mortgagor. A copy of the Contractors Rules & Regulations, which are incorporated herein by reference may be obtained from Management.

2. Antennas and Wiring

No radio, television or air conditioning installation or other wiring shall be made without the written consent of the Manager. Any aerial or antenna erected or installed on the roof or exterior walls of the buildings or balconies without the consent of the Manager may be removed, 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 Manager. Any such appliance at present in a condominium unit may remain but may be replaced only with the written consent of the Manager.

4. Ice Machine & 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.

5. Plumbing & 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. The cost 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.

IV. DISABILITIES AND ACCOMODATIONS

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 Service Animals and 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 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 Management 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 & 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. 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 Rules and Regulations regarding Service Animals and Emotional Support Animals (as set in Pet Rules).

V. PET RULES

No pets are allowed in the condominium units and/or the common elements, except for Service Animals and Emotional Support Animals under applicable federal and state statutes and guidelines. Any dog which fulfills the role of either a Service Animal or Emotional Support Animal is further subject to the below rules, which are designed to ensure a pleasant environment for all unit owners and their guests, while maintaining health and safety requirements, the quiet enjoyment of the premises and prevention of damage to the common areas. These additional rules shall go into effect April 1, 2022.

The Board of Directors of the Association and Manager expressly reserves the right to pursue any and all additional remedies available beyond those outlined herein to deal with this problem.

1. Designated Areas for Pets

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. The Manager will designate and provide signage for areas in the outer perimeter of the building in which such animals may be walked.

2. Dog DNA Registration

Effective April 1, 2022 and thereafter, all dog owners must register their dogs with the Association Manager. This requirement includes providing a DNA sample for each dog. The appropriate kit for doing so will be made available in the Manager's office. This process must be completed upon the introduction of a new dog into the building. The cost of the registration is \$100 per kit.

3. Leashes

AR dogs must be leashed and controlled at all times everywhere on the Association property, including all common areas, such as the public hallways and corridors, elevators, lobbies and outside common areas. The only place where dogs may be unleashed is within a unit owner's unit/apartment. Failure to comply will result in a fine of \$100 per occurrence.

4. Pet Disturbance Violation

The quiet enjoyment of individual apartments and common areas is essential to the Palm Beach Towers lifestyle. Barking dogs within units are contrary to these goals. As a result, upon receipt of a complaint of such disturbance, the dog owner will be contacted and receive a written warning. Further disturbances will also result in a written warning. A third violation will result in a \$100 fine and future violations will result in additional fines in \$100 increments. 5. Pets in Pool Area As noted above, 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.

6. Pet Waste

All pet waste must be picked up immediately and disposed of properly. Pet waste found improperly disposed of will be tested and matched to the DNA samples on record.

Violators will be charged \$325 per occurrence which sum includes a fine and any processing fees.

VI. SAFETY, TRAFFIC AND CLEANLINESS

1. Bicycles & Scooters

Bicycles and Scooters may not be ridden or transported in any interior areas of the Condominium, including, but not limited to, any public corridors, hallways, elevators, stairways, staircase landings, unit entranceways, interior common areas or exterior recreational facilities at any time. Bicycles may only be stored in the designated bicycle storage areas. Bicycles may not be stored within any unit, including, but not limited to, on any balcony or within any cabana unit.

2. Children

Each unit owner shall be solely responsible for the actions and any damage caused by his or her children. Children are not permitted to play or run in public halls, stairways or interfere with the operation of the elevators. Children under the age of sixteen (16) are not allowed to use the gym. Unit owners shall be responsible for and shall require their children and visiting children to comply with all rules and regulations concerning recreational facilities.

3. Cleanliness

Unit owners shall be responsible for cleanliness and for maintaining their unit in good condition. Owners shall not allow anything to be thrown off of 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.

4. Equipment Rooms & 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 Manager only in case of emergency or to perform necessary repairs to a unit.

5. 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 and in compliance with all codes and ordinances as specified by the Town of Palm Beach.

6. 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 an emergency under the applicable laws of the State of Florida. Implements for this purpose shall include, but not be limited to, rifles, shotguns, pistols, BB guns and slingshots.

7. Hurricanes

A. Occupancy Restriction during Hurricanes & Extended Power Outages

In order to protect the health, safety and welfare, 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 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.

B. 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:

1. Removing all furniture, plants and other objects from their balcony. If it is necessary for maintenance to do this work, the unit owner will be billed accordingly.
2. Designating responsibility to a firm or an individual to make the necessary repairs to the unit in case of hurricane damage, and by furnishing the Manager with the name of said firm or individual.
3. 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.

C. 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.

8. 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 Manager shall be authorized to bar any motorcycle or other motor vehicle that causes an abuse of normal noise level from the Condominium properties.

9. Parking Area

A. Commercial Vehicles

For trucks making deliveries or performing work 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. Subsequently, the driver of such vehicles must request the use of an available parking space. Daily, upon completion of the work in question, the numbered tag must be returned to the Maintenance Department.

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 twenty-four (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. Wheeled Vehicles

No unit owner shall permit wheeled 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 wheeled vehicles shall be used within any passageways of the Condominium building except for the purpose of transporting them from the living unit to the outside of the building.

10. Traffic - Vehicular & 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.

11. Trash & 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. All boxes must be broken down, then brought to the 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.**

VII. SUMMARY OF FEES & FINES

1. Delinquent Monthly Maintenance Accounts
\$100 after the 15th of the month
2. Failure to return door fob(s) upon the sale of a unit
\$100 per fob not returned
3. Replacement of lost door fob(s)
\$100 per fob
4. Application screening fee for purchase or lease of a unit
\$125 per unit, \$250 for rush if needed in two (2) weeks or less
5. Execution of estoppel letter(s)
\$250 per unit, \$150 additional per unit if needed in three (3) days or less
6. Condo Questionnaire fee
\$150 per questionnaire
7. Failure to use garbage bags for trash disposal & leaving garbage on the floor of the trash room
\$100 per occurrence
8. Allowing the employment of unauthorized workmen
\$100 per occurrence
9. Allowing work to be performed outside of authorized work hours
\$100 per occurrence
10. Unauthorized use and/or blocking of fire doors
\$100 per occurrence
11. Failure to wear proper attire in Front Lobby, Restaurant, and Cypress Lounge
\$100 per occurrence
12. Pet Registration kit
\$100 per kit
13. Unleashed dogs in common areas
\$100 per occurrence
14. Pet disturbances
\$100 after 3rd violation, \$100 per each subsequent violation
15. Violation of pet waste rules
\$325 (includes the fine & the DNA processing fees)