



**Number 1
Condominium
Association
Palm Greens at
Villa Delray, Inc**

**Rules and Regulations for
Owners, Guests and Visitors**

Revised: Effective 10/2021

IMPORTANT TELEPHONE NUMBERS

EMERGENCIES

POLICE/MEDICAL/FIRE DEPARTMENT Call 911

NON-EMERGENCY CONTACTS

POLICE.....561-243-7800
FIRE/RESCUE.....561-616-7000

HOSPITALS

Delray Medical Center..... 561-498-4440
Bethesda Hospital East / Boynton Beach..... 561-278-7733
Boca Raton Regional Hospital..... 561-955-7100

UTILITIES

Florida Power and Light.....800-226-3545 / 561-468-8243
Solid Waste Authority (trash/garbage).....866-792-4636 / 561-697-2700

Number One Condominium Association

5801 Via Delray Delray Beach FL 33484

Palmgreenscondol.com

Office.....561-498-1330

After 4 p.m. and weekends.....561-498-1330

For information about all recreational facilities, clubs and activities, visit the Palm Greens Recreation Association website, palmgreens.org; or call 561-498-5316. Listings of information and scheduled events are also available on Cable Channel 63.

Palm Greens Condo 1

5801 Via Delray

Delray Beach FL 33484

Telephone 561-498-1330 Fax 561-498-5560

E-mail: Palmgreenscondo1.com

Hello, Neighbor!

In Palm Greens Condo 1, certain standards of conduct have been established to protect the rights of all individuals in our community, and to ensure that the basic right to pursue happiness is not impaired. These rules allow unit owners to know what is expected of them, their family members, guests, lessees, or any other authorized occupant of the units. In the effort to make Palm Greens Condo 1 a very desirable place to live, and to protect the value of our units, the Board of Directors requires that the buildings be treated as private homes for happy, responsible and congenial people.

Please note that non-enforcement of a Rule or Regulation does not constitute a waiver of the right to enforce that Rule or Regulation at a later date.

Family members, unless defined differently, means parents, step-parents, children and step-children, siblings, grandparents, and domestic partners.

Definitions used in these rules shall have the same meaning as defined by the Amended Declaration of Condominium for Condominium I Palm Greens at Villa del Ray, effective March 1, 1994, and other related documents currently in effect, unless the content clearly suggests otherwise, or the Florida Statute 718, as either may be amended from time to time. Where appropriate, the relevant section of that document has been cited.

Owners, residents, guests and visitors must agree to abide by this and other Condominium documents in a timely and cooperative manner, and make every attempt to comply with its total content. Your acceptance of this document indicates that intent.

Board of Directors
Number 1 Condominium Association
Palm Greens at Villa Del Ray

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Rules and Regulations for Owners, Guests and Visitors

1. SALES AND LEASES

A. SALES (Sec. 15.2)

1. Persons wishing to purchase a unit shall obtain a sales application from the association office. The completed application is to be submitted to the Board of Directors for approval, along with a fee of one hundred dollars (\$100.00).
2. Any sale of a unit to a corporation, a partnership, LLC or any other type of business or company, is prohibited.
3. **Prospective buyers** must have **approval of the Board of Directors** prior to closing.
4. Units within the Association jurisdiction may, through inheritance, be owned by a person under 55 years of age. Ownership occupancy is limited to adults over 18 years of age according to limitations expressed in the Amended Declaration of Condominium dated December 1994 and By-Laws of the Number One Condominium Association (*Sec. 23*).

B. LEASES (Sec. 15.2)

1. **A new owner may not lease their condominium until two years after the date of purchase.**
2. Persons wishing to lease a unit must obtain a lease application from the Association office, and the completed application is to be submitted to the Board of Directors along with a one hundred dollar (\$100.00) service fee.
3. **No more than two persons may be named as tenants on a lease,** and occupancy must be by the individuals so named.
4. **Prospective lessees** must have **approval of the Board of Directors** prior to lease approval.
5. Units may be rented for a term of not less than four (4) months, but only once during any twelve (12)-month period.
6. The term of any lease must not exceed one year.
7. Leasing of a unit to a corporation, partnership or any other type of business or company is prohibited.

2. GUESTS

- A. **All rules and regulations for unit owners are applicable for all guests, including family and friends.** Unit owners are held responsible for their guests' behavior and decorum. (*Sec. 15.2 a,b*)

- B. Houseguests may not visit for more than thirty (30) days per calendar year in the aggregate. Immediate family members are defined as follows: Parents, step-parents, siblings, children, grandparents, spouses and domestic partners. No more than six (6) guests, including minors, are permitted to visit at any one time.
- C. The unit owner or other individual over age 55 **must be present** when any guests or visitors are under age 55.
- D. **In the absence of unit owner(s), immediate family members as listed may not occupy the unit as guests for more than thirty (30) days per calendar year in the aggregate.**
- E. All persons living in the unit must be over eighteen (18) years of age and be in residence only when the owner is in residence. Only guests over the age of fifty-five (55) years of age may reside in a unit when the owner is not in residence. If an intended stay is two (2) days or longer, guests with vehicles must register in the office to receive a parking identification tag.
- F. **The user of any bicycle within the community, along with the unit owner, is responsible for any damage or injury caused by the use of the bicycle. Any bicycle user also releases the association from any liability resulting from damage or injury sustained by use of a bicycle.** Roller skates, roller blades, scooters, skateboards and other non-motorized wheeled or similar toys are strictly prohibited within the community.

3. ABSENCE FROM RESIDENCY

A unit owner leaving for 30 days or longer shall complete the following obligations before departure:

- A. **REQUIRED NOTIFICATION: Arrange for a house sitter to perform periodic checks during the owner's absence. For safety and liability reasons, the Association is to be provided the name, address and telephone number of the house sitter.**
- B. **Remove all furniture and other objects from the exterior of the building.** In the event of noncompliance with this rule, the Association will have such items removed with no responsibility; any and all cost thereof will be the sole responsibility of the unit owner.
- C. **Notify the Association of their dates of departure and return, and furnish an address and telephone number where they can be reached** in the event of an emergency or maintenance requirement which would require the unit to be entered or a car to be moved. If an owner leaves a car on the premises while away, and does not notify the office who can access a key, towing if necessary will be at the expense of the vehicle owner. *Owners leaving for an extended period must leave their vehicle in the numbered spot designated for the unit owner.*

- D. **Deposit a working key to the front door of any such unoccupied unit with the Association office**, and provide active codes for any alarm system, pursuant to the Association's right of access due to an emergency during the owner's absence.
- E. **Shut off main water valve and hot water heater in the unit. Water should be left in Toilets & cover with plastic wrap.**
- F. **In the event that necessary information is not provided to the Association prior to such departure, the unit owner will be held responsible for any damage caused if forced entry is required in an emergency situation.**

4. USE AND OCCUPANCY

- A. **A unit is to be used only as a single-family private dwelling and for no other purpose; individual rooms may not be rented. Business or commercial activity of any kind may not be conducted in or from any unit.**
- B. **Any time an individual under age 55 becomes a resident in a unit, the owner must submit a notarized statement that such individuals will not occupy the unit in the absence of the owner.**
- C. No trash cans or other articles shall be placed on balconies, walkways or stairs, nor shall linens, cloths, clothing, curtains, mops or other articles be shaken or hung from windows or railings or exposed on any common elements.
- D. **Fire exits may not be obstructed in any manner, and the common elements are to be kept free of rubbish, debris or other unsightly materials caused by a resident.**
- E. Unit owners shall not allow anything to fall from the windows or doors of the unit, nor shall any dirt or other substance be swept or thrown from the unit to walkways, stairways, or any other part of the common elements
- F. No sign, advertisement, notice or other lettering is to be exhibited, displayed, inscribed or affixed in, on or upon any part of the unit or condominium property by any owner or occupant. **American flags only** may be displayed during appropriate holidays.
- G. The Association will not refuse the request of unit owner for a reasonable accommodation for the attachment, on the mantel or frame of the door of the unit, of a religious object not to exceed three inches (3") wide, six inches (6") high and one and a half inches (1½") deep.
- H. Awnings (including retractable awnings), canopies, shutters, additions, alterations or other projections may NOT be attached to or placed upon the outside walls or roof of a condominium building without the written consent of the Association Board of Directors.

- I. Objectionable material (such as aluminum foil, cardboard, bedsheets, etc.) shall not be used to cover the inside or outside of windows or doors if it is visible to the public.
- J. No flammable, combustible, explosive fluid, chemical or substance shall be kept in any unit nor on common grounds except as required and intended for normal household use. **Gas grills must be stored with valves closed, a minimum of 10 feet from exterior building walls, in compliance with the Florida Fire Prevention Code.** No barbecues, smokers or other cooking equipment may be used inside screened or covered porches, or on balconies, stairs or landings. Fire pits are not permitted anywhere on the property of Palm Greens Condo 1.
- K. **The Florida Fire Prevention Code PROHIBITS USE OF GRILLS OR ANY OTHER OUTDOOR COOKING OUTSIDE SECOND-STORY UNITS.**
- L. Care, landscaping, alterations and maintenance of privacy courts (including those created by any past or present owner adding beams) will cause all beams to be the responsibility of the present owner. Plantings in and around any such privacy court, including installation or alterations of shrubbery, are the responsibility of unit owners for whom the areas are reserved.
- M. **Smoke alarms must be installed and maintained in working order in all units.**
- N. No more than four (4) adult persons of one immediate family may occupy a unit on a permanent basis, within the provisions of Section 2, "GUESTS", Paragraph "D", on page 1-2 of these regulations.

5. TRASH

- A. Unit owners may only use the trash can and yellow and blue recycling bins provided by the contracted collection agency. No unit owner is permitted to deposit refuse or trash in any dumpster within the community.
- B. Trash is picked up by the contracted collectors only on designated days, currently Wednesday only for both trash and recycles, in separate containers, and Saturday for trash only. **Bulk pickup day is currently Saturday.** To schedule special types of pickup, call the Solid Waste Authority directly, at 866-792-4636 or 561-697-2700.
- C. **After 5 p.m.** on the evening before scheduled pickup days, trash and / or recycles can be placed in the parking area nearest the unit owner's designated parking space. **Empty containers are to be removed from pickup areas by evening on pickup days.**
- D. Between scheduled pickup days, trash and recycling bins are to remain out of public view, and may be stored on limited common areas between buildings. Cardboard cartons should be flattened before being placed into the yellow recycling bin. Items such as furniture

and fluorescent tubes will only be removed by the collectors on bulk pickup days (currently Saturday).

6. VEHICLE RESTRICTIONS, DRIVING

- A. Unit owners are to observe all posted speed limits, STOP signs and parking signs on all roads within the community of Palm Greens at Villa del Ray.
- B. Unit owners and lessees are to park only in the numbered space designated by the Association and marked for their exclusive use (one assigned parking spot per unit). Unit owners with more than one (1) vehicle are permitted to park only two additional cars in a guest parking location. **No GUEST spaces are to be assigned for the exclusive use of any specific unit owner, renter or guest. ONLY HEAD-IN PARKING IS PERMITTED.**
- C. **Vehicle identification provided to unit owners by the Association must be properly displayed on all owners' vehicles. Failure to comply with this security measure may result in towing or booting of vehicles at the expense of the owner. Appropriate identification is also required on motorcycles or motorized scooters which may occupy those spaces.**
- D. *With the exception of tire changing, vehicle repair or maintenance may not take place in parking areas.*
- E. Parking in courts is permitted only for typically designated passenger vehicles. Vehicles used for commercial purposes, house trailers, motor homes, boats and boat trailers, and inoperable vehicles, are not to be parked in any court. If a commercial company is working within a unit, their vehicles should be parked in adjacent guest parking spots. Cars may be washed on paved parking lot areas only. **VEHICLES MAY NEVER BE DRIVEN OR PARKED ON LANDSCAPED COMMON AREAS FOR ANY REASON.**
- F. Vans parked in courtyards in Palm Greens Condo 1 must have windows on all sides; pickup trucks may not exceed a half (½) ton, and no commercial signage or commercial license plates are permitted on vehicles.
- G. All vehicles must have current registration & insurance.

7. VEHICLE IDENTIFICATION, PARKING

- A. **Illegally parked vehicles in violation, or those not removed for maintenance purposes as needed, will be towed at the owner's expense.**
- B. All vehicles of unit owners and lessees parked in their courts must at all times display an assigned **Palm Greens identifying element.** **Guests** in residence for more than two (2) days must affix guest

identification issued by the Association office. **Absence of official Palm Greens identifying information and improper parking may result in towing or booting of vehicles at the expense of the owner.**

- C. Unit owners parked during extended absence from their unit are to be parked only in the designated owner's spot (**not in a guest parking spot**), and **the office advised in writing** of the location of car keys which may be obtained in the event of an emergency.

8. PAYMENT OF MAINTENANCE

- A. Payments of regular monthly maintenance are due by the first day of each month, or in advance. Payments after (10) or more days late are subject to a \$25 late fee; at the end of 30 days, such amounts will be subject to legal means of collection, including lien, foreclosure, acceleration of all maintenance fees due for the balance of the year, and all attorney fees and court costs.
- B. Checks for monthly maintenance are to be made payable to "Number One Condominium Association – Palm Greens". Payments may be brought to the office **OR** they may be mailed to the Association office; **OR** they may be made by *pre-arranged automatic debit* by the Condominium's bank from designated accounts. Contact the Association to establish automatic payment.

9. ALTERATIONS AND ADDITIONS (*Sec. 5.1, Sec. 12, Sec. 13*)

- A. *Prior to commencement, all proposed alterations and/or additions outside of any structure, including windows and doors, require the approval of the Board of Directors, and such terms and conditions as they may establish. Such planned alterations require a "Request for Alterations" form to be submitted to the Condo office. Requests for installation of plants or planters, or landscaping other than originally provided, also must be submitted in writing to the Board of Directors for approval, accompanied by drawings to indicate placement and types of foliage planned to be used. Unit owners may be directed to remove plantings not approved by the Board. The Board also reserves the right to remove such plantings if they are not approved or maintained, and if not removed by the unit owner in a reasonable amount of time. Maintenance of any approved plantings are the responsibility of the unit owner.*
- B. Gazebos, tents and pergolas of any type are not permitted. Large shade umbrellas must remain closed when not in use.
- C. Painting of stairs, walkways, patios and balconies requires prior written request and approval of the Board of Directors. **Only paint and paint colors approved by the Board may be applied to any of the areas noted.** Changes made without Board approval may be

subject to fines or penalties. If permission is granted, the unit owner(s) become responsible for all maintenance and/or damage, even if it is caused by a contractor or subcontractors.

- E. **Permission must be obtained from the Board of Directors for any interior structural changes within a unit which will affect interior common elements such as plumbing or electricity. Only licensed contractors are permitted to effect such changes; the unit owner may be asked to provide that information prior to approval.**
- F. **Upon the sale of a unit, any alterations, plantings or additions existing in, on or around a unit or its limited common areas become the responsibility of the new unit owner.**
- G. Installation of floor tiles in upper story units must include sound insulation to reduce noise on ground floor units.

10. PETS (*Sec. 14.4*)

- A. **No dogs, cats or any other animals are permitted in units, with the exception of Certified Service Animals and emotional support animals. Unit owners or lessees wishing to accommodate such animals must provide copies of appropriate certifications and vaccinations prior to purchase or lease of the unit, and annually thereafter. Pet droppings are to be picked up by pet owners and discarded only in the owner's trash bin. No pets may be outdoors without a leash.**

11. SECURITY SYSTEMS

- A. Installation of any security system in any unit must not in any way interfere with any common elements or limited common elements.
- B. The unit owner must provide the Association with a copy of the current active alarm code to their unit for use in case of emergency. The Association is not liable for any misuse or failure of this code. Outdoor signage regarding security is to be placed by the main wall of the building, as close to the doors as possible but no more than 18 inches from the wall. Any other placement requires a written request to the Board for permission. Decals are to be placed only along the outer edges of windowpanes.

12. GENERAL RULES

- A. Work order requests should be called in to the Condo 1 office. Requests not time-related may be submitted in writing to the office, using the work order form from the Palm Greens Condo 1 website or office.

- B. Unit owners shall not make or permit any disturbing noises in the unit themselves, nor are they to permit such disruptions by their family, lessees, guests, agents and licensees. **Owners must not permit any action to be taken by such individuals that will interfere with the rights, comfort or convenience of other unit owners.** Local codes prohibit noise above 50 decibels (normal speaking level) between 10 p.m. and 7 a.m.
- C. No lighting fixture or antenna shall be erected or installed on any roof or exterior wall of any Condominium building. Any such installations are subject to removal without notice, at the cost of the unit owner.
- D. **Complaints regarding that which is not considered socially acceptable in conduct or speech, or infractions of any Rules and Regulations are to be reported in the form of a signed statement to the Property Manager,** who will proceed against the responsible member to cure the offence and/or refer the matter to the Board of Directors for action. In all instances, the Property Manager will file a report with the Board. If a problem of conduct is so imperative as to require immediate action, the manager is authorized to act on behalf of the Board to correct or halt it, and to report fully such action to the Board as soon as possible. In the absence or unavailability of the Manager, residents may contact the office and messages will be forwarded to the Property Manager.
- E. No unit owner is to tamper with the lighting or sprinkler systems in common areas. Requests for adjustment or correction are to be made by phone or in writing (use Work Order form found on Condo 1 website) to the Condominium office. Violations will result in a charge to the unit owner for parts, labor, or repairs.
- F. No unit owner or resident shall direct, supervise, or in any manner attempt any control over the employees of the Association or subcontractors. Any Association employee accepting remuneration from residents during normal working hours is subject to dismissal. Unit owners are not permitted to request employees to transport unit owners or residents anywhere at any time.

13. CONCLUSION

- A. Each unit owner is entitled to one (1) copy of these revised Rules and Regulations. This booklet, along with any other related Condominium documents, is to be transferred by sellers to new purchasers of the unit. Replacement or additional copies of this document can be obtained for a charge of one dollar (\$1.00). Renters may purchase a copy of this document if one is not provided by the lessor. **ALL CONDOMINIUM DOCUMENTS also are available, at no charge, from the Condo 1 Association's website: palmgreenscondo1.com**

- B. In the event that any owner, family member, lessee, guest or agent of the owner fails to observe the Rules and Regulations of the Condominium, the Association Board of Directors reserves the right to impose applicable fines on the owner.
- C. A fee of thirty-five dollars (\$35.00) is charged to replace a unit owner's mailbox key and install a new mailbox lock.
- D. A fee is attached to pressure cleaning of patios rendered by Condominium employees; those fees are established by the Property Manager.

REQUIRED HURRICANE PREPARATIONS

Hurricane season is noted as June 2 to November 30.

- A. All movable objects are to be removed from patios, verandas and enclosed porches or patios if the owner is to be away from the unit for more than 48 hours if a Hurricane is eminent. **Absentee owners also must comply with all provisions under Item III (Absence from Residency) above.**
- B. Owners, lessees or guests must prepare their unit, motor vehicles and personal belongings in the best manner possible to protect their property and condominium buildings when a Tropical Storm Watch or Warning, or Hurricane Watch or Hurricane Warning, is issued for the area of Palm Beach County where the Condominium is located.
- C. Any exterior hurricane shutters or attached hurricane window protection devices must be maintained and fully operational, even when no Tropical Storm or Hurricane Watch or Warning is in effect. Any absent unit owner is held responsible for arranging to have any such protection activated and/or secured when necessary.
- D. **The Association is not responsible nor obligated for securing hurricane protection in any unit. NOTE: Hurricane shutters or exterior window protections of any type are only allowed to be in use during the Atlantic Hurricane Season determined by the National Oceanographic and Atmospheric Administration website. Hurricane shutters may only be deployed when a Hurricane/Tropical storm is eminent.**
- E. **USE OF GENERATORS**
 - 1. Generators may only be used during the time a Hurricane Warning is issued for the area where the Condominium is located.
 - 2. Generators shall not be located within 10 feet of any building when in use.
 - 3. Only 10 gallons of gasoline in approved containers are permitted per unit, and only during a Hurricane Warning period. Palm Beach County Fire Codes require that within 48 hours after a storm warning has been lifted and / or power restored, gasoline and gas cans must be removed from the condominium property.

4. Generators may only be connected to one appliance at a time, and cannot be connected to electric units. Generators may not be operated under a balcony or patio roof, or on the second floor of any unit.

F. If unit windows are secured with plywood or shutters, the unit owner must, ***no more than seven (7) days following the storm***, re-open the shutters or restore and/or repair any changes made to common areas and limited common areas due to installation of the window covering.

