

RULES AND REGULATIONS
OF
ABBHEY PARK GARDENS I
CONDOMINIUM ASSOCIATION, INC.

1. PURPOSE AND SCOPE.

The Rules and Regulations detailed herein have been passed by the Board of Directors of the Association, pursuant to its rule-making authority (Article X, By-Laws of Abbey Park Gardens I Condominium Association, Inc.), and have been adopted for the benefit, comfort, enjoyment, safety and welfare of the Owners and Residents at ABBEY PARK GARDENS I. These Rules and Regulations are in addition to the restrictions contained in the Declaration of Condominium, Articles of Incorporation and By-Laws; as amended from time to time.

2. OWNER'S RESPONSIBILITIES.

- A. Each owner shall be responsible for violations of the Declaration, Articles of Incorporation and By-Laws, and these Rules and Regulations, by the owner, for himself/herself and by approved lessees, family members, guests, visitors, invitees, etc.
- B. The owner shall make his/her lessee and family members, guests, visitors, etc., aware of the covenants and rules for ABBEY PARK GARDENS I and apprise them of the importance of compliance.
- C. Each unit owner shall be responsible for all damages to the buildings, equipment, furnishings and other common areas caused by lessees, guests, family, invitees, etc.
- D. Each unit owner shall be responsible for prompt payment of maintenance fees and/or assessments or other charges authorized by the Association. Delinquent accounts are not budgeted for, and it is presumed that each owner will be prompt in paying his/her assessments.
- E. All Unit Owners are charged with the affirmative duty to keep the Association advised of any changes in occupancy, ownership and mailing address.

3. RESALES.

When any unit owner wishes to sell or transfer any interest in

a unit to any party other than an existing unit owner, mortgagee of record or purchaser who acquires title to a unit at a duly advertised public sale with open bidding provided by law, the following procedures and provisions shall apply and must be complied with:

- A. Sufficiently prior to Closing, but in no event less than thirty (30) days prior to closing, an owner must notify the Board of Directors of an intention to sell, and must provide the Board with the following:
1. An executed photocopy of the proposed Purchase and Sale Agreement or other contract which embodies the intended transfer.
 2. A fully completed application, signed and dated, in a form approved and supplied by the Board of Directors. The application form is available from the office of the Association upon request.
 3. A non-refundable transfer fee payable to the Association, to accompany the completed application. Until further notice, this fee is \$50.00 and must be payable to the Association and must accompany the application.
 4. Any other documents and information reasonably required by the Board of Directors.
- B. All owners must provide their Buyers and intended permanent adult occupants with the following documentation, to be furnished before approval by the Board of Directors and available at the office of the Association upon payment of the cost of reproduction:
1. A copy of the Declaration of Condominium of ABBEY PARK GARDENS I, as amended.
 2. A copy of the Articles of Incorporation of the ABBEY PARK GARDENS I CONDOMINIUM ASSOCIATION, INC., as amended.
 3. A copy of the By-Laws of ABBEY PARK GARDENS I CONDOMINIUM ASSOCIATION, INC., as amended.
 4. A copy of the Rules and Regulations of ABBEY PARK GARDENS I CONDOMINIUM ASSOCIATION, INC., as amended.
- C. The Buyer(s) and all intended permanent adult occupants shall acknowledge in writing that they have read the items in B. above, as amended, and agree to abide by

same.

- D. The Board of Directors has the right to approve or disapprove a resale, and must do so within thirty (30) days from the completion of items in A., B., and C. above. The grounds for disapproval are limited to the following, the intention being to deny the Association the right of disapproval unless one of the following grounds are found to exist:
1. Failure of the Seller and/or Buyer and/or intended permanent adult occupants to fully comply with the requirements of Sections A., B., and C. of this Article III.
 2. Inability of the prospective Buyer and/or occupants to reside in the unit to comply with the documents referred to in B. above.
 3. The Seller/Unit Owner is delinquent with respect to any assessment and fails or refuses to eliminate the delinquency, including but not limited to applicable late fees and attorney's fees, prior to effecting the transfer of title.
 4. In the sole and reasonable discretion of the Board of Directors:
 - (a) The prospective Buyer and/or intended occupants have a residence history such that, or professes to the Association that, the Buyer or intended occupants are unable or unwilling to comply with the documents referred to in B. above; or
 - (b) The prospective Buyer(s) and/or intended occupants present a danger or likelihood of disruption to the community.
 5. The application was not timely completed and/or the application fee was not paid.
- E. Should the Board of Directors fail to disapprove a transfer within the thirty (30) day period, and in the manner referred to in D. above, the transfer will be automatically approved regardless of grounds that might have existed.
- F. Disapproval or approval is deemed given upon mailing of notice to the Seller/Unit Owner.
- G. No units may be occupied by a Buyer unless and until the

sale transaction is approved by the Association as evidence by a duly executed Certificate of Approval which shall be recorded in the public records of this County at the Seller/Unit Owner's expense.

- H. Any transfer which is not authorized pursuant to this Rule (Article III), shall be void unless subsequently approved by the Association. The Association's remedy for non-compliance here shall include the right to remove the occupants by any legal means available under the law or the Condominium's governing documents, as amended from time to time. Any owner in violation hereof shall be responsible for attorneys fees and costs incurred by the Association in connection with enforcement including but not limited to legal proceedings.

4. LEASING AND LEASES.

When any unit owner wishes to lease any interest in a unit to any party other than an existing unit owner, mortgagee of record or purchaser who acquires title to a unit at a duly advertised public sale with open bidding provided by law, the following procedures and provisions shall apply and must be complied with:

- A. No unit or part thereof, shall be permitted by the owner or his lessee to be used as a hotel, transient apartment or motel. The unit shall be used as the personal residence of the owner and his/her immediate family, or his/her lessee and his/her immediate family, and for no other purpose whatsoever. "Immediate family" as herein shall mean spouses and children.
- B. No unit owner may lease his/her unit for a term of less than six (6) months, nor more often than two (2) times in any twelve-month period. No units may be subleased.
- C. Sufficiently prior to occupancy under a Lease, but in no event less than thirty (30) days prior to occupancy, which includes the renewal of any Lease, an owner must notify the Board of Directors of an intention to lease and must provide the Board with the following:
1. An executed photocopy of the proposed Lease, with the amount of rent and security deposit deleted if desired by the owner and lessee.
 2. A fully completed application, signed and dated, in a form approved and supplied by the Board of Directors. The application form is available from the office of the Association upon request.

3. A non-refundable application fee payable to the Association, to accompany the completed application. Until further notice, this fee is \$50.00 and must be payable to the Association and must accompany the application.
 4. A certification from the Lessees and intended permanent adult occupant that they have been furnished the documents referred to in Paragraph 3, Section B. above; and that they have read same and agree to comply with same.
 5. A certification from the Lessees and intended permanent adult occupants that the unit will not be sublet.
 6. Any other documents and information reasonably required by the Board of Directors.
- D. The Board of Directors has the right to approve or disapprove of lease, and must do so within thirty (30) days from the completion of items in C. above. The grounds for disapproval are limited to the following, the intention being to deny the Association the right of disapproval unless one of the following grounds are found to exist:
1. Failure of the Lessor/owner, prospective Lessee(s) and/or intended permanent adult occupants to fully comply with the requirements of Section C. of this Paragraph 4.
 2. Inability of the prospective Lessee(s) and/or occupants to reside in the unit to comply with the documents referred to in Paragraph 3, Section B. above.
 3. The Lessor/Unit Owner is delinquent with respect to any assessment, including but not limited to applicable late fees and attorney's fees, and fails or refuses to eliminate the delinquency prior to effecting the transfer of title.
 4. In the sole and reasonable discretion of the Board of Directors:
 - (a) The prospective Lessee(s) and/or intended occupants have a residence history such that, or professes to the Association that, the Lessee(s) or intended occupants are unable or unwilling to comply with the documents referred to in Paragraph 3, Section B. above;

or,

(b) The prospective Lessee(s) and/or intended occupants present a danger or likelihood of disruption to the community.

5. The application is not timely completed and/or the application fee was not paid.

E. Should the Board of Directors fail to disapprove a transfer within the thirty (30) day period, and in the manner referred to in D. above, the transfer will be automatically approved regardless of grounds that might have existed.

F. Disapproval or approval is deemed given upon mailing of notice to the lessor/unit owner.

G. No units may be occupied by a Lessee unless and until the lease is approved by the Association as evidenced by a duly executed Certificate of Approval.

H. Any Lease which is not authorized pursuant to this Rule (Paragraph 4), shall be void unless subsequently approved by the Association. The Association's remedy for non-compliance here shall include the right to remove the occupants by any legal means available under the law or the Condominium's governing documents, as amended from time to time.

5. COMPLAINTS - SUGGESTIONS - OBJECTIONS.

A. The Board of Directors of the Association shall have the full power and authority to enforce the covenants and rules for ABBEY PARK GARDENS I.

B. All complaints, objections or suggestions must be submitted to the Board of Directors in writing. Oral complaints, objections or suggestions will not be honored.

6. ADDITIONAL USE RESTRICTION AND REGULATIONS.

A. Pets.

1. All pets and animals shall be restricted to those animals generally considered as household pets. No more than one (1) pet of any type shall be allowed. A pet shall mean a dog or cat and may not exceed thirty (30) pounds.

2. Pets, when walked, shall be on a leash at all

times. Pets found running loose shall be reported to the County of Palm Beach, and shall be picked up and impounded by the County.

3. Pets shall be walked only in the areas designated by the Association. The owner of each pet shall be required to clean up after the pet.

B. Vehicles and Parking.

1. Except as otherwise provided in Subsection (2) below, the following vehicles shall not be allowed to park on the common areas within the boundaries of ABBEY PARK GARDENS I: commercial trucks, commercial vans; pick up trucks; boats; trailers; motor homes; buses; recreation vehicles; car campers; car trailers; and any other such vehicles; and any vehicles which have an outward appearance of being used in connection with business. A vehicle which is commercially lettered carries a presumption of having "an outward appearance of being used in connection with a business or trade."
2. Exceptions. Notwithstanding the foregoing to the contrary: (a) Official emergency or police vehicles shall be permitted regardless of classification; (b) Vehicles regardless of classification may park temporarily during periods of construction, and only where same are used in connection with said construction; (c) Service and delivery vehicles regardless of classification may park only for that period of time to render the service or delivery in question; (d) Vehicles driven by employees of the Association, during the hours which such employees are working for the Association. (Employees shall not include the Officers or Directors of the Association); (e) passenger automobiles which are used in connection with business and which are commercially lettered, but not including any vehicles which would be classified as a station wagon under the exception (f) next below; and (f) vans which are classified as a station wagon for title or registration purposes, as long as same are not commercially lettered.
3. All motor vehicles must be maintained as to not create an eyesore in the community.
4. Each owner and/or resident and his/her guests and visitors shall park only in the designated parking spaces for their particular unit(s). At no time

shall any vehicle or item be parked on the grass areas.

5. Horns shall not be used or blown while a vehicle is parked or standing. Racing engines and loud exhausts shall be prohibited. No vehicle shall be parked with motor running.
6. No self-powered vehicles which from visual inspection, cannot operate on its own power shall remain within the confines of ABBEY PARK GARDENS I for more than twenty-four (24) hours, and no repair (including changing of oil) of a vehicle shall be made within the confines of ABBEY PARK GARDENS I, except for minor repairs necessary to permit removal of a vehicle.
7. Remedy of Towing. If upon receipt of at least 24 hours personal or written notification from the Association, an offending vehicle owner does not remove a prohibited or improperly parked vehicle from within the boundaries of ABBEY PARK GARDENS I, including but not limited to common areas, swales and improper parking spaces, etc., the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. By this provision, each unit owner and vehicle owner provides the Association with the necessary consent to effect the tow. In the event that the vehicle owner refuses to pay such costs upon demand, the Association shall have the right to levy a Special Assessment therefor against the unit and unit owner in question, that is, the unit owner for himself/herself as the owner of the vehicle or for his/her family, lessees, guests, visitors, invitees, etc.; thereupon said Assessment shall be collectible like any other Assessment provided for in the Declaration of Condominium, Articles of Incorporation, and By-Laws of the Association.
8. Alternative/concurrent remedies. Whether or not the Association exercises its right to have the vehicle so towed, the Association shall nonetheless have the right to seek compliance with this Section B., by injunctive and other relief through the Courts; and/or any other remedy conferred upon the Association by law or the Condominium's governing documents for ABBEY PARK GARDENS I. The Association's right to tow shall in no way be a condition precedent to any other remedies available to the Association incident to the enforcement of this Section B.

C. Garbage and Trash; Newspapers.

1. Trash and garbage shall be placed in the designated trash receptacles and dumpsters and must be secured in plastic bags. For sanitary reasons, all trash and garbage except newspapers, tree limbs and other such bulky items, shall be placed in plastic bags and tied securely before being placed in receptacles. Trash and garbage shall be placed out only in those areas designated for such purpose. No trash shall be placed outside of a unit's door.
2. Any newspapers and other periodicals which are delivered to the dwelling units must be picked up on a daily basis and shall not be allowed to accumulate.

D. Occupancy.

1. No dwelling unit may be occupied overnight by any person under the age of eighteen (18) years unless there is present overnight in the unit, at least one individual who is eighteen (18) years of age or older.

E. Pool Area.

The following rules shall be followed by all individuals who use the pool and pool area:

1. The swimming pool and pool area are for the use of the owners and their families, as well as for lessees and their families; and for guests of same. Guests may only use the pool when accompanied by the owner or lessee.
2. Any parties to be held at the swimming pool must be approved in writing in advance by the Association. No exclusive reservation of these facilities will be granted.
3. Showers must be taken each and every time prior to entering the pool.
4. No food is permitted within four (4) feet of the pool's edge. Liquid refreshments are permitted only if in paper or plastic containers. No glass containers of any kind are allowed in the pool area. All refuse is to be removed by the owners/lessees. No alcoholic beverages are permitted in the pool and pool areas.

5. No smoking allowed in the pool. All cigarette and cigar butts must be placed in the appropriate receptacles.
 6. No objects are allowed in pool except life preservers worn for safety. No rafts, floats beach balls or recreational objects are allowed in the pool.
 7. Regulation bathing attire is mandatory (No cut-offs, etc.).
 8. Running, jumping and active playing are prohibited in the pool and on the patio area of the pool.
 9. All efforts are required to avoid the presence of suntan oils or lotions in the pool.
 10. Animals are not allowed in the swimming pool and pool patio area and recreational areas.
 11. No Association chairs, furniture or equipment shall be removed from the pool by anyone at any time. There is no reserving of any Association chairs, furniture or equipment.
 12. Swimming shall be at the swimmer's risk.
 13. No person under the age of sixteen (16) years of age shall be permitted in the pool or pool area, unless accompanied by a supervising adult.
 14. The pool and pool area shall be closed daily from dusk to dawn, unless written permission is first obtained from the Board of Directors or the property manager.
- F. No clothesline shall be permitted in any portion of a unit such that the clothesline may be viewed from the street of front and adjoining property. This shall include, but not be limited to, a clothesline maintained on the porch/patio, which is in view to the street or to an adjoining common property. No clothing, sheets blankets, etc. may be hung on balconies for any purpose whatsoever.
- G. No owner, their family members, Lessee, guest, invitees, etc., shall create or permit any disturbance or nuisance that interferes with the rights, comforts or convenience of their neighbors or the Association.

7. FINES AND ASSESSMENTS.

- A. In the event of any violation of these Rules and Regulations, the Association may suspend, for a reasonable period of time, the rights of the member, or a member's tenants, guests, or invitees, to use the common areas and facilities and may levy a reasonable fine, not to exceed \$50.00, per violation, per day, against any member or any tenant, guest or invitee.
- B. In the event of any violation of these Rules and Regulations or any other governing documents of ABBEY PARK GARDENS I, by any member, their tenants, guests, or invitees, a fine or suspension may be imposed upon after at least 14 days notice to the member or person to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board, who are not Officers, Directors or employees of the Association and who are not the spouse, parent, child, brother or sister of any Officer, Director or employee of Association. The committee must approve a proposed fine or suspension by a majority vote.
- C. Notwithstanding the above, the imposition of suspensions or fines upon any member because of the failure of the member to pay assessments or other charges when due is prohibited. Further, the Association may not suspend the voting rights of any member due to a member's violation of these Rules and Regulations.

8. LATE PAYMENTS.

Any maintenance assessments, special assessments, fine, penalty or charge levied by the Association that is not paid within fifteen (15) days after it becomes due, shall be charged a late fee of \$10.00, per month for each month that it remains unpaid.

9. ARCHITECTURAL CONTROL.

In accordance with Section I., Article XIII, of the Declaration of Condominium of ABBEY PARK GARDENS I, no change shall be made in the color or exterior structural appearance of any exterior window, door, walls, roof, fencing, trim, shutters, glass or screen of a unit, without the prior written consent of the Board of Directors.

10. ASSOCIATION MEETINGS.

- A. Membership Participation. Each unit owner shall be entitled to speak with reference to any and all designated agenda items subject to the following rules governing the frequency, duration and manner of the unit owner's statements:

1. No more than one owner of any unit or units shall be authorized to speak on any designated agenda item. Except for their legal representative(s), no owner shall designate or appoint by proxy or otherwise any other person to speak on their behalf.
2. Each unit owner speaking at any Board meeting shall do so in a courtesy and polite manner. Under no circumstances will vulgar language, unruly behavior or disruptive conduct be tolerated from any unit owner. In the event of any violation hereof, the unit owner's right to speak shall be forfeited and immediately terminated for that meeting and/or the disruptive party shall be removed from the meeting room.
3. Each speaker shall address the Board at the beginning of each meeting, after the meeting is called to order. Time allowed for unit owners to speak on any and all agenda items is for a maximum of three (3) minutes during any one (1) meeting. A timer may be used for the purpose of timing the three (3) minute time period and time will be called by the board members upon the expiration of the three (3) minutes.
4. No unit owner shall be allowed to address the Board until such time that they have been duly recognized by the person presiding over the meeting.
5. In the event any unit owner wishes to speak on an issue which is not on the agenda for that meeting, they shall have an opportunity to do so at the end of the meeting, time permitting and at the Board's option, for a maximum of three (3) minutes. If more than three (3) minutes is desired to speak on an issue, the unit owner must place a request with the Association to have that issue placed on the agenda for the next meeting. In that event the request must be made pursuant to Subsection 2 above.

B. Video Rules. Any unit owner may tape record or video tape meetings of the Board of Directors, committee meetings or unit owner meetings, subject to the following restrictions:

1. The only audio and video equipment devices which unit owners are authorized to utilize at any such meeting is equipment which does not produce distracting sounds or light emissions.

2. Audio and video equipment shall be assembled and placed in a fixed position at least ten (10) minutes in advance of the commencement of the scheduled meeting.
3. Anyone video taping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.
4. Advance notice shall be given to the Board of Directors not less than seventy-two (72) hours before any meeting by any unit owner desiring to utilize any audio or video equipment.
5. Unit owners are entitled to tape record or video tape Board meetings, Committee meetings and unit owner meetings, only in areas designated by the Board of Directors.
6. Anyone video taping or recording a meeting shall not be permitted to utilize more than one piece of equipment at any meeting.
7. Anyone video taping or recording a meeting shall not be permitted to interfere or disturb such meeting.
8. All costs associated with the taping and/or recording a meeting shall be borne by the unit owner requesting the same.
9. Any audio and/or equipment that does not comply with the above restrictions shall be barred from use at such meeting.

11. MISCELLANEOUS.

- A. The foregoing Rules and Regulations are for the benefit of all owners and residents and shall be strictly enforced.
- B. The foregoing Rules and Regulations are in addition to those covenants and restrictions contained in the Condominium documents for ABBEY PARK GARDENS I. All owners, lessees, residents and guests must familiarize themselves with said documents as well as there Rules and Regulations.

These Rules and Regulations shall be effective August 15, 1996.

The foregoing Rules and Regulations were adopted as of this 24th day of July, 1996.

ABBAY PARK GARDENS I CONDOMINIUM
ASSOCIATION, INC.

By: _____
CHARLES HAFER, President

By: _____
TRACEY PRUETT GANGONE, Secretary

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