

SCHEDULE A

RULES AND REGULATIONS FOR  
VILLAGE AT SWINTON SQUARE CONDOMINIUM

APPROVED 8/29/2019

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The following Rules and Regulations govern the Village at Swinton Square Condominium. All initially capitalized terms not defined herein shall have the meaning set forth in the Declaration of Condominium for Village at Swinton Square Condominium. These Rules and Regulations have been promulgated by the Board, and are subject to change from time to time. Please remember to report all violations to [report@swintonsquare.com](mailto:report@swintonsquare.com).

1. The sidewalks, entrances, and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables or any other similar objects be stored or left therein.
2. The personal property of Unit Owners must be stored in their respective Units. Any personal property left on the Common Elements for, in the Board's discretion, an unreasonable period of time may be treated as abandoned property.
3. No garbage cans, supplies, milk bottles or other articles shall be placed on the porches, patios, and terraces, if any, or on any Common Elements except for designated trash areas, if any. No linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, fences, porches, patios, terraces, if any, or other portions of the Condominium property.
4. No Unit Owner shall permit anything to fall from a window or door of the Condominium Property, nor sweep or throw from the Condominium Property any dirt or other substance, particularly any lighted nicotine product, into any of the patios, terraces or upon the Common Elements.
5. All refuse must be deposited in tied plastic bags and placed in trash cans supplied by the City of Delray Beach. All recyclable items must be placed in recycle bins supplied by the City of Delray Beach. Trash cans and recycle bins must be placed at the curb no earlier than 5:00 PM on the day before collection and then stored in the garage no later than 11:00 PM on day of collection. Bulk pickup can be placed by the curb no earlier than 48 hours prior to the designated bulk pickup day per the City of Delray Beach unless otherwise approved by the Board.
6. Parking areas are solely for non-commercial vehicles with current passenger vehicle registrations and for vehicles that can operate under their own power.
7. No Unit Owner shall make or permit any disturbing noises inside or outside his Unit by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners. The foregoing includes conduct which could be classified as a domestic disturbance. No Unit Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television,

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- radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner shall conduct, nor permit to be conducted, vocal instrumental instruction at any time which disturbs other residents. Maintenance and repairs to the Unit that are disruptive to other Units can only be performed from 8:00 AM – 8:00 PM. Emergency maintenance and repairs during off hours are allowed with proper notification to the Board.
8. No radio or television installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.
  9. No sign, advertisement, notice, lettering or descriptive design shall be exhibited, posted, displayed, inscribed or affixed to the exterior of a Unit or in, on or upon any part of the Condominium Property including signs which may be posted inside or outside vehicles, except signs or decals used or approved by Association. No “FOR SALE” or “FOR RENT” or similar signs or notices of any kind shall be displayed or placed upon any part of a Unit by Owners other than Association or otherwise approved by the Board.
  10. Association shall have the right to retain a pass key to all Units for the purpose of access to such Units during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units. If a lock is altered or a new lock installed the Unit Owner shall provide Association with an additional key. An Owner’s failure to provide a key shall subject him or her to potential rule enforcement action and may result in the Association having to gain access to the unit in a manner which results in damage to the unit’s windows or doors for which the Owner shall bear repair responsibility.
  11. No hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled under any overhanging portion, or within 10 feet (3m) of any structure. All grilling must be constantly attended by a competent person who must have a garden hose connected to the water supply or other fire extinguishing equipment readily available for use. Any grills found in violation of this rule are subject to removal and storage elsewhere at the Unit Owner’s expense. Unit Owners violating this rule are also subject to fines and actions for injunctive relief. The Board may designate a portion of the common areas to accommodate grilling.
  12. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or in any garage. All barbecue grills, propane, and natural gas must be covered and stored on your patio when not in use. No flammable, combustible or explosive fluids, chemicals or substances shall be kept on the Common Elements with the exception of an Association-owned generator and material needed to grill in the Common Area grilling location.

13. Employees of Association are not to be sent out by Unit Owners for personal errands. The Board shall be solely responsible for directing and supervising employees or Association.
14. A Unit Owner who plans to be absent during the hurricane season must prepare his Unit prior to his departure or designate a responsible firm or individual to prepare the Unit for the storm's approach including safeguarding personal property as well as to care for his Unit post storm should the Unit suffer hurricane damage, and furnish Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of Association.
15. The Board has the right to adopt hurricane shutter specifications from time to time.
16. Food and beverages may not be consumed outside of a Unit except on terraces, patios and entries which Limited Common Elements appurtenant to the Unit unless otherwise approved by the Board.
17. A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, porches, patios, terraces, if any, or windows of the building other than a religious object not to exceed 3 inches wide, 6 inches high and 1.5 inches deep and the following flags: an American flag and official flags that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard may be displayed as permitted by the Act. Curtains and drapes (or linings thereof) which face the exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items. No Unit Owner shall install a screen enclosure, glass enclosure, roll-up shutters or the like, to or upon the outside of the walls of the Building or on the Common Elements or Limited Common Elements without the prior written consent of the Board.
18. All of these Rules and Regulations shall apply to all Unit Owners and occupants even if not specifically so stated in portions hereof except where exceptions are required by law. The Board shall be permitted (but not required) to grant relief to one or more Unit Owner(s) from specific Rules and Regulations upon written request therefore and good cause shown in the sole opinion of the Board.
19. The Unit Owner(s) shall at all times obey said Rules and Regulations and shall duly inform their families, guests, invitees, lessees, contractors and other persons for whom they are responsible and persons over whom they exercise control and supervision of the existence of these rules and regulations and those parties' obligations to comply with same.
20. Residents must park their motor vehicles in their garages or in their driveways. If necessary, parking in common area parking spaces is permitted on a first come first serve basis only if your garage and driveway are fully occupied by vehicles. Parking on the street, grass, blocking driveways, and sidewalks is prohibited unless otherwise posted for special events and/or holidays in designated locations with Board approval.

21. No vehicle is permitted to park in a common area parking space for more than 24 hours without prior consent from the Board. Owners of vehicles in violation of this rule may receive a fine and/or be subject to further enforcement action.
22. Vehicles blocking driveways, sidewalks, and/or those that are not parked in a designated parking space will result in a fine and/or be subject to further enforcement action.
23. Residents are required to register all vehicles and provide updated information on their Unit in a timely manner if any changes occur. Decals may be provided to identify vehicles that have been registered. Fines will be levied against any Unit Owner who does not provide updated information within 15 days of any change.
24. Residents must display a guest parking permit for all overnight guest vehicles parked in common area parking spaces between 11:00PM and 8:00AM.
25. All occupants (including minor children) must be registered through the Association. All occupants 18 and older are required to be screened through a background check and approved by the Association prior to occupancy.
26. All front door handlesets and deadbolts must match the specifications (color and style) approved by the Board. Maintenance of these handlesets is the responsibility of the Unit Owner. Handlesets are covered by a limited lifetime warranty by Kwikset and can be replaced if a warranty request is made directly to the manufacturer.
27. Residents are responsible for keeping the areas surrounding their residence free of litter, regardless of the source of the litter.
28. Residents are required to obtain approval for all pets and abide by the restrictions set forth in the Declarations. This includes but is not limited to the 40lb weight restriction, 2 pet maximum, and non-aggressive breed restriction.
29. Residents are required to register their guests (including minor children) who reside on the property for more than 7 days. Extended Guest Registration is only permitted for a maximum of 30 days.
30. Any guest who is residing for longer than 30 days per calendar year will be considered a Resident and is required to complete the New Resident Registration Application along with the associated forms.
31. Residents are responsible for properly picking up after their pets immediately and disposing of pet waste in a waste receptacle. Please be advised that the Association is not required to provide pet waste bags or receptacles but does so as a convenience for residents to aide in the process of maintaining a healthy environment. If there are no

- publicly available pet waste bags, resident is still responsible for picking up after their pet and properly disposing of waste.
32. All pets must be on a leash at all times and must not be left unattended.
  33. An ARB Application is required for all proposed modifications to the exterior of a Unit or Limited Common Element. All changes are subject to legal review and Board approval before any work can be commenced. Some examples of the type of proposals that must be submitted through this process are: Patio Extensions, changes to landscaping, changing door hardware, etc.
  34. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other Owner(s) pursuant to the terms of the Declaration of Condominium. Any fines levied against a Unit will be the sole responsibility of the Unit Owner(s).
  35. The Board of Directors, in writing, will call violations to the attention of the violating Unit Owner(s) and Resident(s) and will also notify the appropriate Committee of the Association, if any.
  36. Following written warnings, fine(s) up to the amount of \$100 per infraction or the highest amount permitted by law, whichever is greater, may be imposed for non-compliance by the Compliance & Grievance Committee and enacted by the Board of Directors according to Florida Statute 718.303 as same may be amended or renumbered.
  37. Disagreements concerning violations will be presented to and be ruled on by the Compliance & Grievance Committee. Failure to cure an infraction that was ruled in favor of the Association will result in additional fines not to exceed \$1,000 in aggregate, or the highest amount permitted by law according to Florida Statute 718.303 as same may be amended or renumbered.
  38. Violations may be remedied by the Association by fine, injunction or other legal means and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorney's fees against any person(s) violating the Rules and Regulations or the Declaration of Covenants, Restrictions and Easements, and any of the Exhibits attached thereto. Violations should be reported to the Board of Directors or to its designee (assigned Management Company or Property Manager).

Please remember to report all violations to  
[report@swintonsquare.com](mailto:report@swintonsquare.com)