

# DREXEL PARK

## SCHEDULE "A"

TO

BY-LAWS

RULES AND REGULATIONS

FOR

DREXEL PARK TOWNHOMES I CONDOMINIUM ASSOCIATION, INC.

SCANNED

2/12/18

The following Rules and Regulations supplement those contained in the Declaration of Condominium for Drexel Park Townhomes I (the "Declaration") They are applicable to all occupants of Units as well as to Unit Owners.

1. Antennae. No exterior antennae shall be permitted on the Condominium Property, provided that Touse Homes, Inc., a Florida corporation, D/B/A Engle Homes South Florida (the "Developer") shall have the right (but not the obligation) to install and maintain towers, antennae, digital satellite services, radio and television lines and security systems, as well as communications systems in accordance with the term of the Declaration.
2. Architectural Modification. The Unit Owner shall submit a detailed construction plan (two copies) of the proposed improvements by means of the modifications, alterations and additions form to the Association. The construction plan shall include the following:
  - (a) Plans and Specifications for all work to be performed.
  - (b) Anticipated commencement date.
  - (c) Anticipated completion date.
  - (d) Anticipated delivery schedule.
  - (e) If necessary, engineering report confirming review of structural load capacity.
  - (f) List of all contractors, sub-contractors with supervisory personnel and contact telephone numbers.
  - (g) Licenses and Certificates of Insurance.
  - (h) Building permit application as required by local governing authorities.

Upon review of the information submitted to the Association's Review Committee, the Owners will be notified in writing within 30 working days if the required has been approved or denied. Completed flooring installation requests may be submitted separately from other improvements and will be expedited.

3. Association Employees. Employees of the Association are not to be engaged by Unit Owners for personal errands which are not within the scope of the applicable employee's duties. The Board of Directors, through an employed manager or through a management company engaged by the Association, if any, shall be solely responsible for directing and supervising the Association's employees.
4. Boats and Commercial Vehicles. No boats, boat trailers, jet-skis or commercial vehicles shall be permitted to be parked overnight, except in garages with the garage door closed, or stored at the Condominium, without the prior written consent of the Board of Directors, provided, however, that boats and jet-skis may be picked-up and transported on Condominium property. The Developer is specifically exempt from the foregoing provision to the extent that any of the vehicles of Developer, or its designee, are engaged in any activity relating to construction, maintenance or marketing of the Units.
5. Children. Children shall be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Condominium Property. Full

compliance with these Rules and Regulations and all other rules and regulations of the Association shall be required of children.

6. Cleanliness. Unit Owners shall not allow anything to be thrown, or to fall, from doors, balconies or terraces. No sweeping, or other substances, shall be permitted to escape to the exterior of the building from the doors or patios. Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed on the porch patio.
7. Compliance by Unit Owners. Every Unit Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association (all as amended from time to time) to the extent applicable. Failure of a Unit Owner or occupant to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and any combination of such actions.
8. Compliance by Developer. To the extent permitted by applicable law, the foregoing rules and regulations shall not be applicable to the Developer, its agents, employees and contractors, or to Units owned by the Developer.
9. Destruction of Property. Neither Unit Owners, their family, guests, invitees, nor employees shall mark, mar, damage, destroy, deface or engrave any part of the Condominium property. Unit Owners shall be financially responsible for any such damage.
10. Door Locks. Unit Owners must abide by right of entry into Units in emergencies. In case of any emergency originating in, or threatening, any Unit, regardless of whether the Unit Owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building manager, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the Unit Owner of each Unit under the control of the Association shall deposit a key to such Unit with the Association.

The manager may have a master key to fit the door lock to all Units. The Owner shall be required to deposit a spare key, with the manager, to any and all unit locks. If a Unit Owner wants additional locks as additional security, said Unit Owner must first request the approval of the Association for same. In the event the Association's approval is obtained, then the Unit Owner shall deposit with the Association a duplicate key for each such additional lock for use in emergencies.

11. Exterior Appearance. To maintain a uniform and pleasing appearance of the exterior of the Condominium building, no awnings, canopy, screens, air conditioning unit, glass enclosures, or other projections shall be attached to, hung, displayed or placed upon the porches, outside walls, doors, windows or to the patio, roof or other portions of the Building or on the Common Elements, other than items originally installed by the Developer. This includes any type of screen or umbrella and any outdoor TV, cable, satellite or radio antennae, to the extent permitted by law. No exterior lighting shall be permitted on the walls or ceilings of any patio without the prior written approval of the Association. Patios shall not be used for the storage of any items, including but not limited to, bicycles or exercise equipment. Garage doors must be closed at all times except when cleaning or moving vehicles.
12. Facilities. The facilities of the Condominium governed by the Association are for the exclusive use of Association members and their immediate families, tenants, resident house guests and guests.
13. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests invitees, lessees or employees, in an amount not to exceed that allowed by the Act as same may be amended from time to time, to comply with any covenant,

restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner or occupant of the reported or alleged infraction or infractions. Included in the notice shall be a statement of the provisions of the Declaration of Condominium, Association By-laws or Association Rules which have been allegedly violated; a statement of the matters asserted by the Association; and a statement of the date and time and place of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why a fine should not be imposed. The Owner or occupant may be represented by counsel, shall have an opportunity to respond, to present evidence to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

(b) Hearing: The non-compliance shall be presented to a committee of other Unit Owners ("Unit Owner Committee") appointed by the Board of Directors for such purpose, after which the Unit Owner Committee shall hear reasons why a fine should not be imposed. A written decision of the Unit Owner Committee shall be submitted to the Owner or occupant by not later than fourteen (14) days after the Unit Owner Committee's meeting.

(c) Amount: The Board of Directors may impose a fine against the applicable person in such amount as may be permitted by the Association's By-Laws and by law.

(d) Committee Approval. If the Unit Owner Committee does not agree with the fine, the fine may not be levied.

(e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

(f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Infractions: Each day an infraction or violation occurs after the applicable party has received notice thereof shall be deemed to be a new infraction or violation.

(h) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

14. Flammables. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or on the Common Elements. No fires, barbecue grills, hibachis, or cooking devices or other devices which emit smoke or dust shall be allowed on any patio. Barbecue grills may be used outside of the patio enclosure.
15. Food and Beverages. Alcoholic beverages may not be consumed at the Pool Area except as specifically permitted by the Board of Directors.
16. Hardship Relief. The Board of Directors shall have the power, but not the obligation, to grant relief to one or more Unit Owners under the particular circumstances involved from the provisions of specific restrictions contained in these rules and regulations upon written request therefrom and for good cause shown in the sole opinion of the Board.
17. Hurricane Preparation. Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to departure by:
  - (a) Removing all items from his patio.
  - (b) Designating a responsible firm or individual to care for his Unit during his absence in the event that the Unit should suffer hurricane damage. Each Unit Owner shall furnish the manager with the name of such firm or individual.

Unit Owners shall not install hurricane or storm shutters without the prior approval of the Association and the Committee. Hurricane or storm shutters shall only be closed during a hurricane or severe storm warning and must be open at all other times. The Board of Directors shall have the right to adopt additional rules and regulations regarding hurricane shutters, including but not limited to, rules and regulations regarding design, color, location and use thereof. The installation, replacement and maintenance of such hurricane shutters in accordance with this paragraph shall not be deemed to be a material alteration of the Common Elements.

18. Clubhouse Attire. No persons wearing bathing suits shall be allowed in the clubhouse area. All persons must wear shirts and shoes in the clubhouse area. No wet persons shall be allowed in the clubhouse area except restrooms.

19. Noise.

(a) No Unit Owner shall make disturbing noises in the Building or allow sounds to emanate from his Unit, or permit his family, servants, employees, agents, visitors or licensees to do so. In particular, no Unit Owner shall play (or permit to be played in his Unit or on the Common Elements appurtenant to it) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants. All other unnecessary noises such as the playing of pianos and other musical instruments, and slamming doors between the hours of 10:30 p.m. and 8:00 a.m. should be avoided.

(b) No radio or television installation or other electric equipment shall be permitted in any Unit if it interferes with the television or radio reception of another Unit.

(c) Carpentry, carpet-laying, picture-hanging, or any trade (or do-it-yourself work) involving hammer work, etc., must be done between the hours of 8:00 a.m. and 6:00 p.m. ONLY. No such work shall be done on Sundays.

20. Nuisance. A Unit Owner shall not permit anything to be done or kept in his Unit which will increase the insurance rates on his Unit, the Common Elements, or any portion of the Condominium or obstruct or interfere with the rights of other Unit Owners or the Association. A Unit Owner shall not commit or permit any nuisance, immoral or illegal act in his Unit or the Common Elements.

21. Obstructions. The entranceways, sidewalks, parking spots and similar portions of the Common Elements must be kept open and shall not be obstructed, littered, defaced or misused in any manner and shall be used only for ingress and egress to and from the Condominium Property. No cars, bicycles, carriages, chairs, tables or other objects shall be stored in these areas.

22. Odors. No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to another Unit Owner. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this regulation.

23. Pets. Pets, birds and fish shall neither be kept nor maintained in or about the Condominium Property except in accordance with the provisions of the Declaration and the following:

(a) Each Unit Owner (regardless of the number of Owners), may maintain no more than two (2) household pets in a Unit, to be limited to one (1) domestic dog or two (2) domestic cats, or two (2) caged birds, or one (1) fish tank not to exceed fifty-five (55) gallons, provided said pet is not kept, bred, or maintained for any commercial purpose and does not become a nuisance or annoyance to neighbors. Notwithstanding the foregoing, no Unit Owner may keep in or on the Condominium Property any dangerous breed dogs, including but not limited to pit bulls, rottweilers, etc. Unit Owners must pick up all solid wastes of their pets and dispose of such waste appropriately. All pets, including cats, must be leashed at all times when outside the Unit. Pets may not be kept in the Common Element

or in a Limited Common Element, nor be walked through or kept in the lobby, or other public areas of the Condominium. No pets shall be allowed at any time in any lakes, parks, pool or pool areas. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units). Without limiting the generality of Section 18 hereof, violation of the provisions of this Subsection shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or to require, through order of the Board, any pet to be permanently removed from the Condominium Property.

(b) No dog or cat shall be permitted outside of its Owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Pets are not allowed in lakes, parks, pool or pool areas. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units).

(c) No domestic bird of a variety which will omit sounds that can be heard in contiguous units may be kept by a Unit Owner in a Unit.

(d) A Unit Owner may permit their lessee to keep an approved pet. The lessee will be bound by these rules and Unit Owner held responsible for compliance.

(e) Unit Owners must immediately collect and clean-up any feces from pets upon the Condominium Property.

(f) Violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as may be provided in these applicable rules and regulations or the Declaration) and/or to require any pet to be permanently removed from the Condominium Property.

(g) The Unit Owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the Condominium. If a dog or any other animal becomes a nuisance and/or is obnoxious to other Unit Owners by barking or otherwise, the Unit Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Unit Owner, upon written notice by the Association, will be required to remove the animal.

(h) Pets shall not be permitted to become nuisances to Unit Owners or occupants of Units and are subject to removal from the Condominium at the discretion of the Board of Directors after a hearing conducted in the same manner as hearings for fines.

24. Plumbing. All plumbing and plumbing fixtures shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags or other foreign substances shall be thrown into them. The cost of any damage resulting from misuse shall be borne by the Unit Owner causing the damage. Cooking grease and oils may not be disposed of in the sink drain, garbage disposal or commode, separate container must be used for disposal of such materials.
25. Responsibility for Deliveries. Unit Owners shall be liable for all damages to the building caused by receiving deliveries, or moving or removing furniture or other articles to or from the building. The Association shall have the right to charge any Unit Owner, prior to any interior construction to a Unit, or any delivery or removal of furnishings or bulk trash to or from that Owner's Unit, a refundable deposit, in the amount to be determined by the Board in its sole and absolute discretion, which deposit shall be held, and which may be used, by the Association for any damage caused to the Common Elements of the Condominium or for payment or reimbursement of any bulk trash hauling or other associated expense. The Association shall refund the deposit within ten (10) days after the completion of construction of the interior of the Unit or after delivery or removal of any furnishings and/or bulk trash.
26. Roof. Unit Owners, their families, guests and are not permitted on the roof for any purpose.

27. Rules and Regulations Enforcement. These Rules and Regulations will be enforced as follows:
- (a) Violations should be reported to the manager of the Association, in writing, and not to the Board of Directors or to officers of the Association.
  - (b) Violations will be called to the attention of the violating Unit Owner by the manager. The manager will also notify the appropriate committee of the Board of Directors.
  - (c) Disagreements concerning violations will be presented to, and be judged by, the Board of Directors, which will take appropriate action.
  - (d) Unit Owners are responsible for compliance by their family members, guests, invitees, employees and lessees with these rules and regulations.
28. Signs. With the exception of signs used or approved by the Developer, no signs, advertisements, notices or lettering may be exhibited, displayed, inscribed, painted or affixed in, or on upon any part of the Common Elements or Common Areas, or any part of a Unit, to the property or right of way to the property, so as to be visible outside the Unit.
29. Solicitation. There shall be no solicitation by any person anywhere in the building for any cause, charity, or any purpose whatever, unless specifically authorized by the Board of Directors.
30. Storage. Each Unit Owner's personal property must be stored within the Unit.
31. Telephones. All residents must maintain telephone service at all times in their Unit and shall advise the Association and employees of their telephone number.
32. Trash. All trash, garbage and refuse from the Units shall be deposited with care in garbage dumpsters intended for that purpose. Unit Owners must utilize the appropriate recycling systems, if any, that may be provided by the Association, in accordance with the laws and ordinances of the City of Delray Beach and/or the County of Palm Beach. A mandatory trash hauling fee must be deposited, in an amount to be determined by the Board, in its sole and absolute discretion prior to any construction or remodeling of a Unit. Such Unit's trash hauling fee shall be used by the Association to defer any and all costs which may be incurred or associated with such construction or remodeling. Garbage and other refuse shall be placed in sealed garbage bags and placed by hand, in designated trash dumpsters. No garbage, garbage containers or garbage boy may be kept outside of the Unit either on porches, patios or other limited common element areas.
33. Use and Occupancy. All Units shall be used for residential purposes. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons for each bedroom contained in a Unit including convertible portions of any Units. The term "temporary occupancy" as used herein shall mean occupancy of the Unit not to exceed thirty (30) consecutive days.

Without limiting the generality of this paragraph, the provisions of this paragraph shall not be applicable to Units owned or used by the Developer for model apartments, sales offices, management services or otherwise.

Under no circumstances may more than one (1) family reside in a Unit at one time. "Families" or words of similar import used herein shall mean either a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or a group of not more than four (4) persons not so related.

34. Window and Door Coverings.

(a) Curtains, drapes and other window or door coverings (including their linings) which face on exterior windows or glass doors of Units shall be white or off-white in color unless otherwise specifically approved by the Board of Directors.

(b) No aluminum foil may be placed in any window or glass door of a Unit, and no reflective substance may be placed on any glass in a Unit except a substance previously approved by the Board of Directors for energy conservation purposes. No windows may be tinted.

(c) Blinds must be 2" slat white horizontal, patio blinds are to be verticals, and no bedsheets or blankets or similar items may be placed or displayed in Windows.

35. Wires etc. No wiring may be installed or placed on the exterior of any Unit and no roof may be penetrated for any purpose. The exterior of a Unit may not be penetrated for any purpose.

36. Weight Limitations. No Unit Owner shall cause to be placed any weight on any portion of his Unit which shall interfere with the structural integrity of the building.

37. Whirlpools, Pools, Saunas and Jacuzzis. No Unit Owner shall install whirlpools, pools, saunas or jacuzzis in his Unit or any other Limited Common Element.

38. Parking and Vehicle Restrictions.

- (a) Improper or non-conforming vehicles may be towed by the Association at the Unit Owner's expense and liability, subject to applicable provisions of law.
- (b) Delivery or repair vehicles must park in visitor or guest spaces only and may not remain longer than 2 hours, unless parked in the main Common Parking Area.
- (c) No Owner or guest may park in a parking space that has been assigned to another Unit Owner.
- (d) The Association may grant special permission for parking in non-assigned parking spaces.
- (e) Motorcycles must provide reinforcement materials under the kickstand to avoid making holes in the pavement.
- (f) No loud or modified muffler vehicles shall be allowed.
- (g) Bicycles, mopeds, tricycles, scooters (motorized or not) shall not be parked in front or sides of buildings or on the front porch, but may be stored in the patio.
- (h) No vehicle washing, repair or maintenance shall be allowed.
- (i) No vehicle shall be parked on any lawn or grassed area, sidewalks, curbs, landscaped area, traffic lanes, any area not striped and marked for parking, dumpster pads, or in any manner that will obstruct traffic.
- (j) No parking space or driveway may be blocked. This rule shall apply even if other space or driveway is assigned to the Unit Owner who is blocking the space.
- (k) Any vehicle with lettering or graphics will be considered as commercial vehicle and prohibited from parking unless parked in a garage with the door closed.
- (l) Parking in handicapped spaces will be allowed only by permit.
- (m) No vehicle shall be allowed to drip oil or other hydro carbons onto the driveways or parking areas.
- (n) No skateboards, motorized vehicles or bicycles shall be allowed on any walking path or sidewalk.
- (o) Developer and Declarant shall be exempt from these rules during construction and maintenance.

39. Miscellaneous.

- (a) No garage sales or yard sales shall be allowed.
- (b) Hose bibb keys will be available to Unit Owners and tenants, upon request only and must be returned on the same day.
- (c) Bulk disposal items (furniture, appliances etc.) must be stored in clubhouse garage until picked up. The costs of bulk pickup will be reimbursed by Unit Owner or tenants to the Association.
- (d) No storage of any type shall be permitted in attic spaces.
- (e) Any Unit Owner who is renting the Unit, shall provide in their lease that lessee is bound by all Rules and Regulations contained herein.

40. Gates and Access Control.

- (a) All Owners will be entitled to up to two (2) access control entry devices.
- (b) Access control devices may not be cloned, copied or transferred and they must be returned to Association upon moving or sale of Unit in which case new devices will be given to the new resident.
- (c) Only the names of Unit Owners and tenants will be registered in the access control device computer and no device may be loaned, given to, used by or be in the possession of any non-resident.
- (d) A fee will be charged in the event access control devices are not returned if it is necessary to replace them.
- (e) Guests will be allowed to pass through the access control gates only if they are known and acknowledged by a Unit Owner or tenant.
- (f) No guest of a Unit Owner or tenant shall be allowed entry unless the Unit Owner or tenant being visited by the guest is present at the time of entry.
- (g) No one shall be allowed to enter through the access control gates until the gates have been fully opened.
- (h) Inoperable access control gates shall be reported to the Association as soon as possible.
- (i) Pedestrian gates will be opened by combination locks and shall be used for pedestrian access only.

41. Resale or Re-Leasing Units.

- (a) No signage for sale by owner or a realtor will be permitted in or on a Unit, nor on Limited Common Elements or Common Areas, nor in the right-of-way adjacent to the Condominium Property or Common Areas.
- (b) Owner may register the Unit for sale or lease with the Association which will maintain a list of all Units for sale or lease within the Condominium and the name of a contact person.
- (c) No access to the Condominium Property will be given to potential buyers or tenants unless Owner, lessors and agents for same have made separate arrangements with the Association for access.
- (d) Potential buyers or tenants must be escorted personally by the Owner, Lessor or their agents when showing the Unit or Common Areas.

42. Association Approval of Lease and Tenants.

- (a) The Association must approve all applications and leases.
- (b) For all leases, the Owner of the Unit to be leased must provide an application form, approved by the Association, with an agreement from the potential tenant granting permission of the Association to check the potential tenant's criminal record. The potential tenant shall also provide to the Association a non-refundable application review fee of \$50.00 and a \$150.00 access control device deposit fee, which will be refunded upon return of the devices to the Association.
- (c) The Association shall have seven (7) business days to run a criminal records check and issue approval of the lessee. The Association shall comply with all applicable Fair Housing laws and doctrines and approval of any lessee shall not be unreasonably withheld.

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