



# RULES & REGULATIONS

THE LANDS OF THE PRESIDENT CONDOMINIUM EIGHT-B ASSOCIATION  
2520 PRESIDENTIAL WAY, WEST PALM BEACH, FL 33401

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RULES ANDREGULATIONS

TO: All Condominium apartment owners, occupant’s present and future meet all rules of the President Condominium Association 8-B located at 2520 Presidential. Way, West Palm Beach, Florida, 33401.

## RULES & REGULATIONS

As amended, as well as additions there to be set herein. These were approved by the Board of Directors of the President Condominium Association 8-B Association, Inc. (hereinafter referred to as The Presidential Villas). They are supplemental to the basic documents of The Presidential Villa, which include the Declaration of Condominium, Articles of Incorporation, published prior to this date 8-12-2017.

The Presidential Villas offer a regulated lifestyle, one which creates a pride of ownership and a benefit to the community. It is intended for your quiet enjoyment. It is solely for the use of unit owner; their guest, and their I when approved by the Board of Directors (hereafter referred to as the Board).

Apartment owners should familiarize themselves with the following rules, as well as the Condominium Documents. It's the responsibility of each owner to inform guests and their lessees/renters of all rules and regulations. Owners should make these documents available to them and demand compliance.

Revisions to these rules may be made if and when they become obsolete, prove inequitable or fail to cover existing situations. Changes must be made in writing and furnished to each Owner. Suggestions for changes, or other matters requiring action should be submitted to the Board in writing. At all times, the Board has a duty to the wishes of a majority of owners in accordance with the law and the documents. The Board is responsible for enforcing the rules; however, any owner may as "a good neighbor" politely call attention to rule infractions, either to the rule violator or in writing to the Board.

## I. RULE ENFORCEMENT

The Board asks and expects full cooperation in the observance of these rules. The Condominium Act, Declaration of Condominium, By-Laws and Articles of Incorporation specifically authorize such restrictions and the courts have commented intended. Condominiums throughout the state routinely use rule booklets to administer the affairs of the Condominium. It is for the benefit of a majority of the owners that this booklet is published.

Observance of these rules is incumbent upon each owner. They are responsible for their own behavior and that of their guests. Lessees and employees (maids, housekeepers, cleaners, repairmen and the like). Violations will be called to the attention of the violating or other person, for whom he is responsible, who is committing the act. Disagreements concerning violations will be presented and judged by the Board of the conduct, determined by the Board to be a violation, does not cease and desist upon prior notification in writing to the owner, then proper legal action, including injunction or suit for damages, through due legal process, maybe be instituted in accordance with the provisions of the *Condominium Act* Florida Statute Chapter 718.

All attorneys' fees, filing fees and other expenses incident to enforcement of these rules by the institution of legal proceedings shall be paid by the violating owner. Acceptance of the warranty deed from the seller to the buyer shall be considered due notice of compliance with these rules. Their disregard can lead to liens and foreclosures.

The Board may authorize fines up to \$100.00 per day against owners who persists in over gross or repeated violations after being warned. The designated Board or legal counsel, may be instructed to notify the responsible party of the amount of the daily fine, its duration and the basis for it. Failure to then comply will result in legal proceedings as described above. The President of the Board is hereby empowered to act independently on such matters to protect the condominium. Board approval of each individual in advance of timely action is not necessary.

It is the official duty of Board members to admonish violators whenever they observe any departure from these rules and regulations. They are fully empowered by the Florida Condominium Act and the basic Document; of the Presidential *Villasto* to enforce same. Anyone who accepts office on the Board should make this firm resolve.

## II. UNIT RESTRICTIONS

Apartments are for residential use only. Each of the units shall be occupied by an owner(s) and member of the immediate family (as below defined), their guests or approved tenants. Children must be accompanied by an adult when using recreation facility such as the pool.

Occupancy is governed by the housing code of the City of West Palm Beach. No more than one single family can occupy the same premises on a permanent basis. The family is defined as those related by blood or marriage. One or more unrelated by blood, marriage or adoption constitutes a single family. So does two unrelated persons living and cooking together as a single housekeeping unit. In addition, no owner shall allow occupancy of more than six (6) residents in a two

bedroom unit. This includes owners and their guests, renters and their guests, or whatever. This means there are no co-owners, no co-lessees/renters, no joint owners, and no joint lessees/renters of separate families permitted as co-occupants. In particular, it restricts the use of unit owned Corporation(s) and those owners who have been approved by the Board.

No owner may lease a unit within the first twelve (12) months of ownership. No unit shall be leased or rented for less than two (2) months within any twelve (12) month period and a maximum of (2) times per year. Such twelve-month period shall commence on the first day of the calendar year. No unit may be subleased. No unit may be listed on an online or retail service website for short-term rentals. Additionally, no unit may be leased to a corporation, partnership, or any business or commercial organization. No entity may own more than two (2) units in the Condominium. This does not apply to intutional mortgagees.

Only ten (10%) percent of units may be rented at one time.

Children shall not be permitted to play or loiter on the walkways, driveways, parking areas or any other common areas.

Limit the use of kitchen appliances that make noise (washer/dryers/ disposals) so as not to disturb neighbors who may be sleeping. Reasonable hours for such usage would be 8:00AM until 10:00PM No installation, repair or maintenance work requiring hammering, drilling sawing or other noise-making shall be permitted before 8:00AM or after 10:00PM and at no time on Sundays or holidays. Entrance doors, exterior doors and cabinet doors shall be closed with care to make the least possible noise. Soft adhering felt pads are available at hardware stores for easy installation by owner

Air conditioning units, water-heaters and water-supplied appliances are the responsibility of the owner. Damage(s) to neighboring units due to faulty appliances are the responsibility of the owner whose appliance malfunctioned. They should be serviced at regular intervals to insure proper operation and prevent damage to other units. This is singularly directed toward upper story owners.

### III. SALES, LEASES AND GRATUITOUS RENTING OF APARTMENTS

Re-sales: Owner who wish to sell their apartment must have the prospective buyer(s) submit an application for approval of re-sale (available from the Secretary) with a copy of the Contract for Sale to the Board at least thirty (30) days prior to the closing date of the sale. Investigation shall be, made into the financial and personal character of the buyer(s).

The Florida Condominium Act requires complete disclosure of documentation pertinent to the re-sale of the condominium unit. Owners, therefore, must provide prospective purchasers with a copy of the Declaration of Condominium, By-Laws, Rules & Regulations, and other information dealing with the maintenance charges and similar budgetary data. The application shall be submitted to the Board for prompt attention, approval in recordable forms regulated to legally transfer title at the closing of the sale.

There is a \$100.00 fee for Board approval of re-sales. This will be paid by the prospective buyer(s) to the Association at the time of application.

No unit owner shall sell, or shall approval be given, until and unless all fees and assessments due are paid to the satisfaction of the Association.

The purchaser shall certify the number of pets who will occupy the unit after re-sale, and if applicable, that a pet is less than 20 pounds, with service animals being exempt per the American Disabilities Act provision. Pets are limited to residents/owners of the condo unit only renters and/or lessees will not be permitted to have pets. The Board shall have final approval regarding pets.

Re-sale to a corporation, company, partnership, or any business or commercial organization is prohibited. No entity may acquire title to more than two (2) units at the condominiums. This does not apply to institutional mortgages.

In January 2003, the Condominium Documents were amended to require that no owner shall have a mortgage or combination of mortgages do not exceed 80% of the property value.

The use "FOR RENT", "FOR SALE", "OPEN HOUSE" and/or similar signs is prohibited both outdoors and visible through windows.

Leasing/Renting: Owners may lease or rent their apartment at a minimum of two (2) months duration. The West Palm Beach governing Ordinance and the Declaration limit occupancy to the lessee/renter and their family and occasional guests. Pets and sub-leasing are prohibited. No unit may be leased to a corporation, company partnership, or Illy business or commercial organization. Owners remain financially responsible for the actions of their lessee/renter with the same regulatory data as for resale.

A copy of the lease, together with an application for approval (which shall clearly list those persons who will occupy the unit; only those named on the application may occupy the unit overnight) and certification that the lessee has been provided a copy of the documents and ~~agrees~~ to abide by the same must be submitted to the ~~Board~~ at least thirty (30) days prior to the scheduled date of occupied.

The lessee may not occupy the unit until the Board approval has been received by the owner. This also applies to the extension of leases with the same lessor and lessee. There is a \$100.00 fee for Board approval of leases/rentals. This will be paid by the prospective lessee(s)/renter(s) to the Association at the time of application.

The lease of any condominium unit shall be approved by a majority of the Board of Directors. Within thirty (30) day-s after receipt of proper notice, the association shall either approve the transaction or disapprove the transaction for cause, specifying the cause in the notice of said disapproval, or disapprove the action without cause.

The owners must request in writing with his application to sell or lease, that in the event of disapproval without cause, the Association furnish a purchaser or lessee approved by the Association and give notice to the owner. Without this request, the Association shall be under no obligation to furnish a substitute purchaser/lessee.

Gratis-Lending: a gratis leading is the occupancy of a unit by someone other than the owner's immediate family, without the owner present. Unsupported by consideration, or for a nominal consideration.

Non-Family Members: This shall be counted as a rental would be. This requires Board approval in addition to written permission of the owner(s) prior to occupancy. Request for Board approval must be submitted on a fully executed affidavit for gratuities lending form. This form is available from the Secretary. The completed affidavit should be present to the Board well in advance of your guests scheduled arrival so as to avoid hindrance or embarrassment in their anticipated access to mid use of the Presidential villas facilities.

It should be noted that all provisions of the City of West Palm Beach ordinance governing single family dwellings will apply to all gratis lending situations.

Guests and visitors shall not be permitted to bring any pets onto the premises of The Presidential Villas, except for service animal exempt per the American Disabilities Act provision. Owners remain financially responsible for their guest's behavior and actions and must instruct them in the proper use of parking spaces, recreational areas, trash disposal and other rules.

Owners will be held responsible for any unacceptable conduct of their guest(s) while on the premises.

There is a \$100.00 fee for Board approval of leases/rentals. There is no fee involved for the gratis lending of an apartment. The purpose of these roles is to maintain a community of congenial residents who are financially responsible in this way the property value of all owners will be protected. The roles are similar to and patterned after procedures in effect at the other Florida condominiums.

The cooperation of all owners is therefore expected as a matter of self-interest and in fulfillment of their responsibilities as owners of valuable property at The Presidential Villas.

Local Sales Tax/Transient Rental Tax are now in effect on revenue obtained from unit leasing. The following is an important notice quoted verbatim from the Department of Revenue State of Florida. On July 19, 1982, the Attorney General of Florida issued an opinion (082-51) that single condominium units are subject to the transient rental tax imposed by Section 212.03 Florida Statutes.

Effective January 1, 1994, all single condominium units which are offered for rent for periods of six (6) months or less are subject to tax on rental proceeds, currently 6%.

Additionally, those condominium units located in counties that have imposed the local option for Tourist Development Tax are subject to that tax. Palm Beach County currently has a 5% tax, for a total of 11%. The Department of Revenue has determined that the tax on the rental proceeds may be collected and remitted in either of the following ways.

Where single units are offered for rent through an agent, broker, or association, such agent, broker or association may register with the Department and collect and remit the appropriate taxes.

Where the unit owner makes direct rentals. The unit owner shall register with the Department for the purposes of collecting and remitting the tax.

For additional information or to obtain an application for Certificate of Registration, please contact the Florida Department of Revenue at the location most convenient to you. Application should be made as soon as possible to avoid penalty.

In any event, the unit owners ultimately responsible to see that the property taxes are paid to the State.

#### IV. ABSENCE OF OWNER/LESSEE

The Board should be notified, before departure, whenever a unit is going to be unoccupied for more than two (2) weeks. An emergency contact number and address should be furnished to the Secretary. Notice of the vacancy will be on file so that any required "away-care" measures, such as emergency conditions, security checks, etc., can be employed for the protection of the premises and its contents. If possible an occupancy dates should be given.



If an owner intends to allow occupancy of their unit during an absence, the procedure for gratis lending, or leasing, is applicable. The owner must instruct such persons in the rules, must furnish them with a copy of the rules herein, and is responsible for any possible damage to common elements caused by their behavior. The Board will determine the cost to repair any damage arising from misbehavior and will assess the owner accordingly. Any such assessment will be over and above the regular maintenance charges. Failure to respond to such an assessment may result in a lien for all costs, plus attorney fees, being placed upon the unit.

Owners are responsible for notifying utility companies to shut off and restart telephone and electricity services as they determine advisable. Water heaters should be switched off internally.

Any unit that is vacant for seven (7) days or more MUST shut off the water valve to the unit. This valve is located in the hot water closet behind the hot water heater. Air conditioners must be left on, but can be set at 80 degrees. This is to prevent dangerous mold if any moisture is in the unit.

#### V. ABUSE OR DESTRUCTION OF PROPERTY

The marking, moving, damaging, destroying or defacing of any part of the common elements will not be tolerated. The cost of repairing or replacing any such damage will be assessed to the owner responsible. Owners are responsible for their guests, visitors and lessees/renters.

#### VI. EXTERIOR APPEARANCE

To paint or otherwise decorate or in any way to change the appearance of any portion of the exterior of the building without prior written Board approval is forbidden. Hurricane shutters may be installed at the owner's expense providing they are approved, in writing, by the Board. Prior to contracting or purchasing, you must obtain written Board approval and make sure the supplier is familiar with the specifications and has the required liability insurance coverage.

No alterations or additions to the existing landscape are permitted without prior written approval of the Board. No clothing, rugs, towels, clothes lines, or other such items are permitted to be aired or hung on railings, porches, lawns or exterior of the building.

Cooking with BBQ grill or other devices is not permitted on any porch, patio or anywhere in the common areas. Chairs and lounges are not permitted in the common areas.

Fire: regulations forbid the presence of any obstruction in or under stairways or on the catwalks. This includes furniture, plants, bicycles, etc. if they will impede or obstruct egress or access to apartments.

## VII. BUILDING SECURITY

Owners are encouraged to install "Medco" type, or equivalent, door locks for their units. Any reputable locksmith can furnish additional information about front door security.

The condominium Association is authorized to retain a door key to each apartment. Owners should provide the Association with a door key for use in case of an emergency. If an owner does not provide a key, the Association has the right to authorize entrance, by any means and at the expense of the owner, in an emergency. Reference Florida Statute 718.111.

The Association has the irrevocable right to access each unit during reasonable hours, when necessary, for maintenance repair or replacement of any common elements. The same applies to access for making emergency repairs necessary to prevent damage to another unit(s) and common elements. Reference Florida Statutes 718 111 (5).

## VIII. PET CONTROL

Pets are limited to residents/owners of the condo units only, renters and/or lessees will not be permitted to have pets. Pets will be leashed at all times when outdoors. No runs, stake outs, pens or enclosures allowed outdoors. No nuisance or excessive barking to be tolerated. Owners will pick up after their pets immediately and urination to be away from shrubs, posts curbs, flowers beds, walkways in close proximity to the Presidential Villas' building.

## IX. POOL, POOLHOUSE/SAUNA

Rules for pool operation can be found on two (2) signs in the pool area. Owners should remind their guests of these rules to avoid confrontation and embarrassment should violations occur. Basically, the rules are as follows:

Pool hours are 8:00AM to 10:00PM

Shower is mandatory before each pool use to comply with the County Health ordinance. This is to help keep the pool clean and free from suntan oils. A shower after pool use is recommended to rinse the body and hair of chlorine and other chemicals in the water.

No running, jumping or diving into the pool The Board will not take any responsibility for any such misbehavior. Bathing caps are required for persons of either sex: with hair below their earlobes. Children in diapers or not toilet trained are not allowed in the pool for sanitary reasons. Water wings or life jackets for children are permitted.

No pets, bicycles, carts, etc. are permitted in the pool area.

Pool and deck side: furniture must not be taken out of the pool area. Table umbrellas should be lowered to prevent wind damage, and chairs replaced and tables and/or in orderly groups before leaving.

Swim at your own risk. Unattended children under the age of twelve (12) are **NOT** allowed in the pool.

Use trash containers for all refuse.

Balls floating, air mattresses, under water gear (such as snorkel masks}, etc. are not permitted in the pool. Ball playing, throwing objects or games involving running, shouting or skating is forbidden. No skateboards are allowed. A towel spread over the patio furniture is required to keep them free of body suntan oils. Top covering and foot wear to and from the pool are required.

Restrooms adjacent to the pool are for use of owners, guests and lessees/renters. Cooperation is essential in keeping them clean. Turn out lights when leaving. A small radio is permitted, unless there are complaints. Keep volume low, or use earphones, so as not to annoy other residents, Glassware of any kind is not permitted in the pool area.

Wheelchairs are permitted.

Chairs, lounges and/or tables may not be "reserved" for the day by placing towels, etc. during busy times. They are community property and as such others may feel free to use these facilities, including moving towels, etc. unless they are occupied. Be considerate of your neighbor and he'll be Considerate of you. Sauna rooms shall be used at the user's risk. Instructions for operation and use of the sauna baths are posted near the entrance door. Water is not to be put to be on sauna rocks.

The pool house social- room may be reserved for private parties on a first come basis. Reservation should be made one week in advance. There is a \$50.00: rental deposit that must be paid at the time of reservation. This shall be returned in full if the pool house is left in good, proper order or deductions may be made for repair/cleanup if necessary. Parties and/or gatherings cannot exceed 36 persons.

The owner reserving is responsible for cleaning up and leaving the pool house, including the bathrooms, in good Condition. Music will be provided at the party/gathering, it may be within the confines of the pool house.

Instruct guests where to park, which is in spaces on the street side of the parking area.

## X. TRASH AREA

Use your kitchen garbage disposal unit for all dissembled food that the machine can handle. No raw garbage is to be deposited in the dumpster unless enclosed in a container.

Newspapers, glass and aluminum cans should be placed in the recycle bins which are located in front of the building ~~and~~ by the bushes. Cartons should be securely bundled and placed in the appropriate coll llinei: NO CARTONS SHOULD BE LEFT ON THE GROUND.

The Board provides regular mandatory exterminator service which is included in the owners' maintenance fees. This service is provided for all units.

## XI. PARKING CONTROL

Owners and their guests should park only in those areas designed for parking. Horns should not be BLOWN in driveways and parking areas. Automobiles must be pulled in fully to the parking bumper stop. Be careful of your neighbor's car and they will be careful of yours. Parking spaces for each unit are assigned as follows in accordance with the Declaration of Condominiums.

<b>UNIT</b>	<b>PARKING</b>
101	315-318
102	312-313
103	310-311
104	306-307
105	302-303
201	314-317
202	316-319
203	308-309
204	300-301
205	304-305

Parking of trailers, trucks, mobile homes, vans, boats, motorcycles, mopeds, vehicle's determined to be eyesores by the: Board, and any other vehicle is prohibited. Overnight parking of said vehicles may be authorized by an officer of the Board or Director's for a night or two when warranted.

Repair and service trucks are accepted for short durations.

Mopeds and motorcycles may NOT be parked on the premises.

Bar codes or visitors slips are required for all vehicles that are to be parked on the premises overnight. This is your recognizable credential to occupy a space as an authorized vehicle. If you or a guest/renter uses a rental vehicle, this must also have a visitor pass. These passes are available from the security guard at the front gate.

Vehicle must be currently registered or tagged by the state of the vehicle owner. Any expired license or tags will be cause to have the vehicle removed from the premises.

Only vehicles with a current handicap designation will be permitted to park in a handicapped designated area.

## XII. MISCELLANEOUS

No auto repairs are permitted

Golf practice, badminton, volleyball, Frisbee throwing, croquet and other such games are not permitted anywhere in the common areas. Birdfeeders, which invite insect and rodent infestation are also prohibited.

To ensure your comfort and that your neighbor's, keep radios, TV sets, sound equipment, pianos etc. at reasonable volumes. Although unnecessary noise should be avoided at all times, be particularly considerate between the hours of 10:00PM and 8:00AM.

Speed limit in the parking lot is 15 miles per hour. Use caution in emergency exiting.

Board meetings are not the place to introduce complaints. Such matters should be submitted in writing for prior consideration by the Board. Don't just complain, SUGGEST. While meetings of the Board are open to all owners, their participation in discussing matters before the Board is neither necessary nor desirable. Your members represent you. Let them do it.

A roster of the Board, together with their phone number, is attached. Get to know them and offer to help them. Please use E-mail ([board.lopcondo8b@gmail.com](mailto:board.lopcondo8b@gmail.com)) when you want to communicate with rest of the association.

Unit owners are advised to discuss condominium problems rationally with members of The Board of Directors. Organizing your thoughts and putting them in writing is the best way to get proper attention and action. If no satisfaction is forthcoming from the Board, a unit owner may institute court action on his own. Contact the Division of Florida Condominiums,

Timeshares and Mobile Homes office in Tallahassee, FL (850)488-1122. The Department of Business & Professional Regulations. Division of Florida Condo- minimums, Timeshares and Mobile Homes further administers condominium complaints per Florida Statute 718, Chapter 7D-15. Their address is: 1940 North Monroe Street, Tallahassee, FL 32399.

To avoid legal expenses for owners and the Association, internal. Disputes between unit owners and the Association arising from the operation of the condominium may be resolved by voluntary binding arbitration rather than court proceeding &" This is now permitted by Florida .Statute 718.112, as amended April 21, 1982. The arbitration will be conducted by arbitrators employed by the Slate of Florida,. Division of Florida Condominiums, Timeshares and Mobile Homes.

Assessments shall be payable quarterly or in such other installment, and at such times as maybe fixed by the Board of Directors. All notices of assessments shall designate when they are due and payable. Assessments not paid within fifteen (15) days of the due date shall be assessed a \$10.00 late fee.

No structural changes or alterations within in the condominium unit or any part of the building shall be permitted without prior approval of the Board of Directors.

The maintenance and repair of all structural parts of all facilities, equipment and appliances within each condominium unit, including doors, windows; walls, air conditioning/heating unit, water heaters, drains, plumbing fixtures, etc. are the personal responsibility of the unit owner and at their personal expenses.

Window dressing(s), particularly shades. Shall be so that the side facing out is white, so all units' exterior appearance conform.

Unit owners are requested to use liquid detergent in the washing machine or dishwasher. The least amount necessary to do the job should be used. The soft water creates excess suds and if too much suds are created, they can back up into the buildings.

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