

# High Point of Delray West Sec 1

## **RULES AND REGULATIONS**

UPDATED January 2023

### **PREAMBLE**

### **VIOLATIONS AND ENFORCEMENT**

Just as a nation is held together by its laws, this Condominium Association can exist only by the adoption of Rules and Regulations which govern its residents.

As there are penalties provided for law breakers in government, so there should be penalties for violations of Condominium Rules and Regulations. These penalties are provided for us in the Bylaws of the Association. They apply to violations of the Rules and Regulations, the Declaration of Condominium, the Articles of Incorporation, and any applicable provisions of the Bylaws.

Your Board of Directors has no desire to unduly or unreasonably use the power granted to them by the Condominium Documents and Florida Statutes to enforce compliance with the Rules and Regulations, but the Board will not hesitate to do so if full compliance is not voluntarily accomplished.

Each Unit Owner is responsible not only for his or her own conduct, but also that of his or her guest(s) and/or tenant(s), and, to a limited extent, the conduct of his or her neighbors. If a resident observes someone violating our standards, he or she should report it promptly to the Association Office, or an Officer or Director. The report will be kept confidential.

The Rules and Regulations in this booklet do not address every possible situation that may occur when people live together in close circumstances as we do at High Point of Delray West Section 1. To keep this community a pleasant place to live, please be considerate of your neighbors.

These Rules and Regulations apply to all Unit Owners and tenants of Units, as well as guests, occupants, family members, visitors and invitees of Owners and tenants, regardless of whether the rule refers to the Unit Owner without reference to others.

~Board of Directors  
High Point of Delray West Sec. 1

January 2023

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Under the Condominium Documents, the Board of Directors has the responsibility for the operation of the Association, management of the Condominium Property, and for the establishment and enforcement of the Rules and Regulations. These Rules and Regulations may be modified, added to, or repealed at any time by the Board.

These Rules have been designed to ensure comfortable living and harmonious relationships within our community. It would be impossible for these Rules to please everyone or to satisfy every individual's personal desires. However, the Association believes the Rules and Regulations reflect the wishes of the majority of our Unit Owners.

The Association's goal is for everyone to observe the Rules and Regulations in the Condominium Documents as well as those amended or additional Rules, as they appear herein.

In the event of any inconsistency between these Rules and Regulations and the provisions of the Condominium Documents, the provisions of the latter shall prevail.

## **OCCUPANCY AND USE RESTRICTIONS**

**1.01 Age Restriction.** Per amendment to Article XIII, Section F of our Declaration of Condominium recorded on April 27, 1990: "At least one occupant of any Unit purchased after the date of this Amendment or leased for a term of three (3) months or more, must not be less than fifty-five (55) years of age."

**1.02 Lifestyles.** All Unit Owners' lifestyles must be such that they do not interfere with the rights of other Unit Owners.

**1.03 Pet Restrictions.** We are a No-Pet Community. Service/Emotional Support Animals under 25 lbs. are allowed but must have the appropriate paperwork registered with the office. All vaccines must be documented yearly. The only exceptions are approved fish in an aquarium and domestic pet birds, which must be kept inside the Units, if they are not bothersome to neighbors. The Unit Owner is required to obtain prior written Association approval for any pets, aquarium, or birds. Guests must be advised prior to their arrival that they may not bring pets.

**1.04 Feeding Animals.** Feeding any animal(s) and/or birds on the common elements is strictly prohibited. Anyone found feeding any such animal(s) or birds on the common elements will be subject to a fine not to exceed \$100 for each infraction. This includes any illegal pets that may be harbored inside any Unit(s) as described in 1.03.

**1.05 Observing Laws.** All applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction, shall be observed. Violations of laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction relating to the Common Elements or any Unit shall be corrected by, and at the sole expense of, the responsible Owner and, as appropriate, the violator.

**1.06 Improper Use.** No improper, hazardous, or unlawful use shall be made of the Common Elements or any Unit.

**1.07 Nuisance.** No obnoxious activity shall be carried on at any Unit or in or about any portion of the Condominium. Nothing shall be done which may be an unreasonable annoyance or a nuisance to any other Owner or which interferes with the peaceful possession or proper use of the Units or the surrounding areas. Nothing shall be done within the Common Elements or any Unit which tends to cause embarrassment, discomfort, unreasonable annoyance or nuisance to any Owner or his family members, guests, invitees, and tenants using any portion of the Condominium.

**1.08 Disturbance.** No loud noises or noxious odors shall be permitted. Owners shall not operate radios, televisions, musical instruments, or any other noise producing items at times or at volume levels, which shall disturb others.

## **ABSENCE FROM RESIDENCE**

**2.01 Responsibilities While Absent.** Each Unit Owner who plans to be absent from his or her Unit for an extended period of time, especially during hurricane season (June through November), shall prepare his or her apartment accordingly including removal of items that could be blown around in a storm. It is highly recommended that each Unit Owner designate a responsible individual or firm to care for the Unit and its atrium, garden, and approved plantings during the Owner's absence. A Unit Owner or occupant who plans to be absent during the hurricane season must do so and furnish the Association with the name(s) of such firm or individual. The responsible party should be given the authority to prepare the Unit for a storm, should one approach the area, and be given the authority to perform cleanup and repair damage that may occur from the storm.

**2.02 Right of Access by the Association.** Condominium law and our Documents provide that the Association may enter any Unit in certain emergency situations even if the Owner is absent [Florida Statute (FS) Section 718.111(5)]. To facilitate compliance with these provisions, each Unit Owner shall provide the Association with a key to the Owner's Unit or access code if electronic access exists. If locks or electronic access codes are changed, new keys or codes must be given to the Association. The Unit keys are locked in a safe; access codes are also locked in a safe. An Owner's key or access code will only be used in case of an emergency or when building maintenance repairs require such entry. At least two (2) people will enter a Unit under these circumstances, one of whom will be an Association Officer or Director. ALL OUTDOOR FURNITURE AND DÉCOR MUST BE BROUGHT IN WHEN YOU ARE AWAY FOR MORE THAN (30) THIRTY DAYS AT A TIME.

**2.03 Visitors.** Unit Owners, Permanent Residents or Seasonal Tenants, MUST notify the Association if their UNIT will be used by other visitors during their absence.

These visits, according to our Documents, MAY NOT exceed (30) thirty days in a calendar year. These guests must be made aware of and comply with all existing Rules and Regulations. Unit Owners shall notify in writing the Board of Directors of such dates of use and the documented relationship of these guests. Unit Owners shall contact the Association office and complete a Visitor's Log Sheet for such guests and their vehicles. ALL GUESTS NOT REGISTERED WILL BE ASKED TO LEAVE.

**2.04 Children under 18.** Children who have not yet attained the age of eighteen (18) years shall not be permitted to reside on the premises. The exceptions are children under this age who may be permitted to visit and/or temporarily reside therein, provided that such temporary residence shall not exceed thirty-one (31) days in any one calendar year. Said thirty-one (31) day period may be extended by the Board in its sole discretion. Parents, Guardians, and Unit Owners are always responsible for their children's actions and behavior and are to guarantee that they do not in any way cause inconvenience or discomfort to any other Unit Owner.

## **MAINTENANCE, ALTERATIONS, AND REPAIRS TO UNIT**

Unit Owners are required to complete a Request for Alteration that involves exterior improvements/enhancements. Construction vendors must provide credentials as part of the form. This is to guarantee that vendors are legally credentialed and respectful of the rules and regulations regarding parking commercial vehicles, removing debris, controlling noise, and providing up-to-code materials appropriate for the renovation. In most cases,

these alterations are to be recorded with the county and have documentation in the Unit Owner's file, along with a covenant to the deed.

Unit Owners are responsible for informing contractors and/or vendors of their responsibility for removing their debris as opposed to leaving discarded water heaters, drywall, tiles, etc., for waste pickup. If the contractor does not comply, the Unit Owner is held responsible for making arrangements with Palm Beach County Waste Management. Discards may be left in designated pickup spots up to 24 hours. Refer to Section 5.02.

**3.01 Maintenance.** Unit Owners are responsible for all interior maintenance. No Unit Owner may change the exterior appearance of the building without first obtaining written approval from the Board of Directors (see Article V1) (Section A of the Declaration of Condominium).

**3.02 Awnings.** All new roll out Sun-shades must be installed by the authorized brand of Sunpro and the color must be Westfeld Mushroom. See the roll out Sun-Shade form on the website for phone numbers of Sunpro authorized dealer. Unit Owners are responsible for the care and maintenance of awnings and storm panels. Awnings must be maintained year-round by the Unit Owner. They must be kept clean and free of dirt, mold, and mildew, and painted when wear and tear is warranted. If they are not, the Association will give the Unit Owner a thirty (30) day written notice to clean and/or paint the awnings. If the Unit Owner does not comply within the thirty (30) day period, the Association shall be entitled to take action to enforce compliance. The Association may contract to have the awnings cleaned and/or painted, and the work billed to the Unit Owner according to current prices listed in the office for power washing, supplies, and painting. Awnings and/or storm panels must be properly secured to prevent windstorm damage.

**3.03 Ingress and Egress.** The walkways, entrances, roads, and rights-of-way on

Association property should be clear of all obstacles to permit easy ingress and egress to unit entrances by emergency personnel.

No plants or other items are allowed outside of atrium area (on common area which is anything over 3 feet from the building), without authorization from the board. To receive authorization a "REQUEST FOR INSTALLATION OF PLANTING ON COMMON ELEMENTS" (Plant, Trees and Shrubs) must be submitted to Association for approval from the Board. If unit owner does not obtain approval, he will be notified to remove such plantings

within thirty (30) days. If at that time plantings are not removed the Association has the right to have it removed at the owners expense.

Outdoor furniture may not be left on lawns, which is Condominium Property, unattended. Any hindrance to lawn maintenance is never permitted. No personal effects are to be left on the lawns. No linens, cloths, towels, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, railings or other portions of the Condominium Property.

No articles other than well maintained patio-type furniture shall be placed in the atriums or back walkways of the Units. However, these must be removed in inclement weather, especially during hurricane season.

**3.04 Bicycles.** The only places bicycles may be stored are in the designated BIKE RACKS. Bicycles should be firmly secured when not in use. Bicycles which are left in the bike rack or become unsightly or inoperable may be removed and donated or otherwise discarded by the Association, and the Unit Owner shall not have any claim against the Association for such bicycle.

If Bicycles are covered, they must be with a Bicycle cover, not a colored tarp or anything that is an eyesore.

**3.05 Entranceways.** Wall decorations are permitted with board approval. A Request for Alteration Form must first be completed prior to any installation. These items must be removed during events dictated by natural disaster weather reports. The filigree and entranceway walls are not to house permanent shelving and planters. Entranceway floors may be painted or carpeted or tiled with skid proof material; any change to the entranceway floors requires a Request for Alteration and prior written Association approval. If the Association ever determines that any such decorations or alterations become problematic for the Association, the Association may at any time withdraw its approval for such decorations or alterations and remove or require removal of such decorations or alterations.

**3.06 Rear Walkway.** With prior written approval from the Board of Directors, a pathway leading to the laundry room from each individual unit may be created or may replace an existing one, but only with gray or white concrete squares. Additionally, three-foot garden beds behind units may be removed and filled in with gray concrete squares. This must be approved by filling out an Architectural Alteration Application and signed by the Board. This form states the approved dimensions and stipulations, as well as a signed agreement for present and subsequent Unit Owner(s) and their responsibilities for maintaining, repairing, and replacing this modification to include the status of existing sprinkler heads, air conditioning units, and backdoor stepping heights. Units A and D may extend the walkway, but no further than the wall of the side of the building. The Application for Alteration stipulates the regulations and can be obtained at the clubhouse office.

**3.07 Common Shared Entryway.** With prior written approval from the Board of Directors and a signed agreement by the sharing unit owners; an exterior-approved nonskid tile or cement finish may be used in the limited common element area known as the shared entryway between Units A and B and Units C and D. The Application for Alteration stipulates current and subsequent Unit Owners' specific responsibilities and maintenance, repair, and replacement. This form provides a clause that indemnifies and holds the Association free and harmless of any damage that may occur on this common shared entryway.

**3.08 Outside Walls.** No signs, advertisements, notices, or other lettering shall be exhibited, inscribed, painted, or affixed by any Unit Owner on any of the outside walls of the building Unit. However, the Association permits small tasteful doorbells, nameplates, door knockers, or apartment letters; they must all be within the inner ingress and egress areas. Further, any Unit Owner may display one portable, removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence



Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4.5 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

**3.09 Window and Door Treatments.** Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units, shall be subject to approval by the Board; in which case they shall be removed and replaced with acceptable items. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No newspaper, foil or other unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

**3.10 Window Air-Conditioning.** No window air-conditioning units may be installed by Unit Owners or occupants.

**3.11 Disposal of Rubbish/Garbage.** Rubbish/garbage must be bagged in heavy plastic bags (20-30 gallon size) and placed outside in the morning to prevent animals of eating and tearing up the garbage. The proper location for placing rubbish for pickup is at the end of your parked vehicle or in an empty guest spot and not on the grass. If you are unable to place your rubbish in the proper location, please have a responsible person do it for you. **Plastic shopping bags shall not be used to dispose of rubbish.** Use the disposal for allowable food waste, then double-bag bones and other food scraps, and place in large garbage bags with other trash for pick-up.

Household items such as old TV's, toasters, glass, mirrors, etc., may not be dumped anywhere near the Clubhouse or on the common elements. Violations of this rule are subject to fines. Visit [www.swa.org](http://www.swa.org) to find a convenient hazardous waste collection location.

For recycling days, please follow the instructions as provided by the Solid Waste Authority of Palm Beach County ([www.swa.org](http://www.swa.org)) concerning the use of recycling bins. Under no circumstances should rubbish or recycling bins be placed outside before nightfall of the evening before pick-up.

**3.12 Laundry Rooms.** Washers and dryers are located in the laundry rooms at the rear of each building. The shelf above the washer/dryer is only for residents to hold laundry products. Please report any problem with the machines to the laundry vendor whose phone number is posted in every laundry room. The laundry room door should be securely closed when leaving the room. Washers and dryers in the laundry room shall not be started before 8 a.m. and all laundry must be completed by 10 p.m. No hanging of laundry in the laundry room.

**3.13 Solicitation.** Door-to-door solicitation and posting/distributing of handbills or business cards for commercial purposes is prohibited. The Association should be notified of any violation.

## **MAINTENANCE PROCEDURES**

**4.01 Broken Water Lines.** If the break is under the slab or within an outside wall, the Association should be notified first. They will contact a Licensed Plumber and in most instances pay the plumbing bill. If the repair requires cutting one or more holes in an inside wall in the course of rerouting the water line, the Association will in most instances have the wall repaired. The Unit Owner is responsible for the painting and/or wallpaper repair. If the break is in an inside wall of the Unit, the Unit Owner may be responsible for the entire cost of the repair and should refer to his or her Homeowner's Insurance Policy for possible reimbursement.

**4.02 Windows and Window Frames.** Unit Owners are responsible for the outside stationary frames, glass, and the working parts within the window frame.

**4.03 Damage to the inside of a Unit (due to roof leaks or outside window frames).**

The Unit Owner is liable for any damages to the paint, including the popcorn ceiling, decor, rugs, or any other items within the confines of the concrete floor, wall, ceiling wall boards, wood cabinets, and appliances within the Unit. Unit Owners should contact their insurance company to report such damage(s).

**4.04 Termites.** After notifying the Association office of the problem, the Association shall call an exterminator of its choice. The Association is responsible for all work/treatment for the outside of the building only, not for any treatment if required inside of the Unit. The bill will be broken down specifying the treated areas, such as inside the Unit, the attic, the outside of the building, and the actual charge for each area. The Unit Owner will be charged for any treatment to the inside of the unit.

**4.05 Toilet and Sink Back-Up.** Unit Owners must first contact their appliance contract service or another plumbing contractor to determine whether they can fix the issue. If the contractor determines that a roofer service is needed, contact the office and the Association will call its roofer service and will pay for the service needed.

**4.06 Electrical problems.** If the problem is in the main line (at the meter area in the laundry room); all service in the Unit will be out. In that case the Association is responsible and will check with Florida Power & Light. All wiring from the meter to the Unit is the Unit Owner's responsibility. The Unit Owner should make sure that it is not a temporary black-out and if not, check the circuit breakers in the Unit to see if any were

thrown off by accident. If no relief is attained, the Unit Owner should contact their appliance contractor or a private electrician.

## **MISCELLANEOUS**

**5.01 Mailboxes.** The cluster mailboxes are the property of the United States Postal Service and may not be used for posting notices, advertisements, etc. If the mailbox is broken in any way or if keys are lost, the Postal Service is responsible for repairs and replacement keys, and you need to contact them directly.

**5.02 Construction debris. Unit Owners and their vendors/contractors** are responsible for removing debris, such as toilets, remnants of dry wall, wood, carpeting, electrical supplies, and all other discards from remodeling and renovation. Contact Solid Waste Authority ([www.swa.org](http://www.swa.org)) for details.

**5.03 Maintenance crew.** The Ground Maintenance crew takes orders ONLY from their employer, not Unit Owners or Tenants. Please do not complain to or instruct them in any way. Register all complaints with the Association Office.

**5.04 Maintenance requests.** Maintenance requests should be placed with the Association Office preferably between the hours of 9 a.m. and noon, Monday through Friday. Requests may also be emailed to [hpw1 @att.net](mailto:hpw1@att.net) at any time.

**5.05 Clubhouse and Street Lights.** No one except our Maintenance crew or a designated Officer or Director of the Association is permitted to adjust the Clubhouse and/or streetlights.

**5.06 Water hoses.** Water hoses are to be placed on wall racks at your Units and not left on the ground or on common elements.

## **VI. CLUBHOUSE REGULATIONS**

Use of the Clubhouse shall be at the risk of those using the premises and not, in any event, the risk of the Association. The Association does not provide any attendant or guard for such areas. The Association shall not be responsible for any personal injury or any loss or damage to personal property at the Clubhouse regardless of where such property is kept, checked, left, or stored on the premises. No pets are allowed in clubhouse or pool area.

**6.01** Bathing suit cover-ups and footwear are always required upon entering the Clubhouse.

**6.02** Smoking or vaping is not permitted in any part of the Clubhouse or Pool area.

**6.03** Hours of availability are from 9 a.m. to 11 p.m. but may be adjusted with Board approval for parties or special events planned and approved.

**6.04** Scheduling of any and all events must be worked out with the Board of Directors. The event will be posted on both Office and Association bulletin board calendars when approved.

**6.05** Use of the Clubhouse for religious or commercial purposes or by secret societies is prohibited.

**6.06** Unit Owners may apply for use of the Clubhouse for Owners private parties (at a charge of \$300.00 (\$100 for rental of Clubhouse and \$200.00 non-refundable fee for cleanup). Checks to be made out to: Highpoint of Delray West Sec 1) per Section 6.03, provided the following conditions are met:

- (a) The remaining portion of the Clubhouse (i.e. gym) will remain open for use by other Unit Owners;
- (b) Issuance of tickets is strictly prohibited, although a roster of guests may be maintained;
- (c) Those Unit Owners given such privileges are held personally responsible for kitchen use (whether for refrigeration or storage), setting up of tables and/or chairs, and damages, if any.
- (d) No charge for admission or request for a contribution to such party is permitted, although those attendees may share the expense of food, beverages, and other mutual costs;
- (e) Fire Code Regulations must be adhered to, particularly as to the number of people at said function. In addition, the Fire Code Regulations only allow REHEATING of precooked food in the Clubhouse kitchen, not preparation and cooking of food; and
- (f) No profits can be derived from any event other than those arranged by the Social Club Committee.

**6.07 Bulletin Board Postings.** The use of the Association bulletin boards, as well as the display of signs and posters, is the direct responsibility of the Officers of the Association. Association approval must be obtained prior to any postings.

**6.08 Gaming.** The open use of money for “penny ante” gaming is to an extent permitted by Florida Statutes, provided there is a \$10 limit per game [F.S. Sec. 849.085]. Unit Owners are responsible to review and comply with this statute allowing limited “penny ante” gaming. Do not rely only on the short description in this paragraph.

**6.09 Cleanup.** All persons are respectfully requested to return tables and chairs to their original positions after use.

**6.10 Meetings and Functions.** Our Social Club Committee is permitted the use of the Clubhouse for members and guests for its meetings and functions (for which it may or may not, at its option, charge for such functions to offset its expenses).

**6.11 Clubhouse usage.** The Association does not allow non-residents use of the Clubhouse with the following exceptions:

Such functions are under the auspices of the Association and the Social Club Committee;

- (a) Organized events are permissible, such as Bingo, Bunco, and other authorized entertainment activities; and are open to Unit Owners in Sections 1, 2, and 3 and their guests; and
- (b) Mah-Jong and card games, such as Poker, Canasta, PAN, Gin Rummy, Pinochle, Bridge, and so forth, are open to Unit Owners in Sections 1, 2, and 3, and their guests; and
- (c) Unit Owners registered overnight guests.

Except as permitted by the Association, residents shall accompany their guests, invitees or tenants to the Clubhouse and recreation areas.

**6.12 Liability.** Any damage to Clubhouse or recreation areas or equipment caused by any Owner or family member, guest, invitee or tenant of the Owner shall be repaired or replaced at the expense of the Owner.

## **VII. RECREATION AREAS**

Use of the recreational areas shall be at the risk of those using the premises and not, in any event, the risk of the Association or its manager. The Association does not provide any lifeguard or attendant for such areas. The Association shall not be responsible for any personal injury or any loss or damage to personal property at the recreational areas regardless of where such property is kept, checked, left or stored on the premises.

### ***Shuffleboard***

7.01 Hours of availability are 9 a.m. to 11 p.m. (Equipment in Storage Cabinet inside pool gate)

7.02 A designated Officer of the Board is in charge of the area and is to be consulted

for scheduling of special events.

7.03 Children under the age of fifteen (15) must be accompanied by an adult

7.04 All equipment must be returned to the storage cabinet

### ***Tennis Courts and Pickle Ball Court***

7.05 Available Sunrise until dusk.

7.06 A designated Officer of the Board will be available for court reservation and any special scheduling, if necessary.

7.07 Playing time is always limited to one (1) hour when other players are waiting.

### ***Gym/Fitness/Ping Pong Room***

7.08 Hours of availability are 24 hours.

7.09 You must be at least eighteen (18) years of age

7.10 Guests must be accompanied by a resident

7.11 You are responsible to wipe down all equipment after use and return all equipment to its proper place before leaving

### ***Swimming Pool***

7.12 Hours of availability are 9 a.m. to dusk. When the pool area is being cleaned and/or serviced or the "Closed" sign is posted, please stay out of the pool until it has re-opened as no one may enter the pool area.

7.13 Showers must be taken before entering or re-entering the pool as per the signage when entering the pool.

7.14 Chairs and lounges must be covered with towels or clothing when using suntan oils or lotions to one's skin.

7.15 Children under the age of three (3) must wear Swim diapers or are not permitted in the pool.

7.16 Children under the age of fifteen (15) must be accompanied by an adult.

7.17 NO GLASS PERMITTED ANYWHERE ON POOL DECK OR IN GATED POOL AREA. If you bring Food and/or beverages, they must be thrown away as you leave and

not left behind. All drinks and beverages MUST BE IN PLASTIC CONTAINERS.

- 7.18 THERE SHALL BE NO LIFEGUARD ON DUTY. ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK. The Association and its Board of Directors assumes no responsibility for any accident or personal injury or for any loss or damage to Directors liable for actions of any nature occurring within the pool area. As a safety precaution, it is recommended that no one use the pool unless another person is present.
- 7.19 Smokers must use the receptacles provided, and smoke only in designated smoking areas outside pool area.
- 7.20 To keep the area looking neat, chairs and lounges should be returned to their original positions when leaving the area.
- 7.21 Diving or jumping into the pool is not permitted.
- 7.22 Flotation equipment is permitted in the pool unless it impedes with others' ability to use the pool due to overcrowding.
- 7.23 No chairs or other obstacles are permitted within the red line, which is four (4) feet from the edge of the pool or near the steps into the pool as marked.
- 7.24 No one may reserve chairs. Please be considerate of others when selecting seating options for one and all. Pool furniture shall be returned to an orderly position after use. Umbrellas must be lowered when not in use.
- 7.25 No radios, tape or CD/DVD players, portable televisions, or other sound producing devices shall be permitted in the pool area without the use of headphones.
- 7.26 Use of the pool area shall also be governed by all other applicable Rules and Regulations adopted by the Board of Directors.

## ***BARBECUE AREA***

- 7.27 Hours of availability are from 9 a.m. to dusk.
- 7.28 Use of the barbecue area is at one's own risk. The Association is not responsible for accidents or injuries.

- 7.29 Children under the age of eighteen (18) must be accompanied by an adult.
- 7.30 Grills are to be cleaned of food residue, grease, and ashes after each use by the party who used the grill.
- 7.31 Tables and chairs must be wiped clean after use.
- 7.32 Rubbish must be picked up and placed in trash cans.
- 7.33 Groups exceeding eight (8) persons must advise the Association office of the time and date of the intended use.
- 7.34 Deleted
- 7.35 Portable barbecue units are allowed to be used but not permitted to be stored outside the unit. They may be used ten (10) feet away from the building and always monitored while operating. Barbecue grills situated at the pool area are for all to use.

## **SECURITY KEYS AND OTHER ENTRY FORMS**

- 8.01 Security keys are the property of the Association. Replacement keys are available at a cost of \$30 through the office in the Clubhouse.
- 8.02 Remote clickers are the only devices that open the Sims Road gate. They may be purchased at High Point of Delray West Section 2's office or our office.
- 8.03 Keys given to a lessee are given for the period of the lease only. Said Unit Owner has the responsibility to retrieve the keys and remote gate opener after the lease term has expired. This clause must be included in any lease.
- 8.04 Keys assigned to Unit Owners or given to lessees as set forth in paragraph 8.03 are for the exclusive use of the occupants of the Unit and their house guests. A key may not be given to anyone who is not an owner or lessee of High Point of Delray West Section 1 unless described in paragraph 2.03.

## **VEHICLE REGULATIONS**

- 9.01 Parking of any Unit owner's automobile is confined to those spaces assigned at the time of Unit purchase or as changed with permission from the Board.



9.02 Because of concern for emissions close to Unit windows and doors and those people walking in common elements, all cars must be parked forward. No backward parking is permitted.

9.03 Using a guest or assigned owner spot for parking or storing inoperable vehicles is prohibited. Parked vehicles other than those belonging to Unit Owners should be registered with the Association office on a Visitor's Log sheet. See Section 2.03.

9.04 Recreational vehicles must have Board authorization for overnight parking and should be parked at the farthest end of the Clubhouse parking areas. Parked recreational vehicles are not to be inhabited.

9.05 Recreational vehicles may not be hooked up with any Condominium utility, such as water or electricity and other services.

9.06 Violators of the parking rules may be subject to having their vehicles towed away at the expense of the owner.

9.07 Due to irrigation concerns, underground utilities and foundation issues to cement walkways and lawns, Unit Owners, visitors and Contractors, are never to drive their vehicles to their front or back door to unload groceries or other supplies. No vehicle may ride or park on sod anywhere on Association property. Those who do so are subject to consequences set by the Association.

9.08 An owner shall not use or permit use by family, guests, or tenants of parking spaces belonging to other owners without their prior permission.

9.09 Posted traffic regulations must be observed.

9.10 Littering of any kind (emptying ash trays or trash) from any vehicle on any part of the Condominium's common elements is not permitted.

9.11 Vehicles that cannot operate under their own power are prohibited. Vehicles without current registration or current insurance are prohibited. Such inoperable, unregistered or uninsured vehicles that remain within the Condominium property for more than seventy-two (72) hours shall be towed at the vehicle Owner's expense. The Association may require an Owner or tenant to show that a vehicle is operable and has current registration and insurance.

9.12 All vehicles shall be kept in proper operating condition, including inflated tires, so as not to be a hazard or a nuisance by noise, exhaust emission, appearance, leaking engine or transmission fluids, or otherwise. If a vehicle is leaking engine or transmission fluids, the Association may require the vehicle repaired and leak fixed or the vehicle removed. In addition, the Owner of the Unit connected to such vehicle shall be financially responsible to the Association for cleanup or repair of the pavement from such leaking fluids. No Owner shall keep any vehicle on Condominium property, which is deemed to be a nuisance by the Board.

9.13 Marked commercial and work-related vehicles, trailers, boats, campers, vans or any advertising transportation units or devices are not permitted to be parked for any lengthy time (>48 hours) on Condominium property or in designated parking spots other than companies making deliveries on a temporary basis.

#### ***Long-Term Parking While Owner is Away***

9.11 During hurricane season, if a Unit Owner is away for more than one (1) week, the Unit Owner is to either leave a key at the Association office or must notify as to who has a key to the vehicle.

9.12 Unit Owners should notify the Association if they will be away for thirty (30) days or more. If this is the case, the battery in any motor vehicle may be disconnected but not removed, and a key left in the office in case of any emergency.

9.13 The Association permits an owner to protect a vehicle with a cover, but said protection suggests that the unit is unoccupied and may invite break-ins and burglary. However, the cover should be in good condition and free of unsightly holes or wear and tear.

9.14 If a car is parked in violation of any of the Rules and Regulations and an emergency occurs that requires the car to be towed from its parking area, such towing is at the expense of the vehicle owner and/or Unit Owner. The owner of said vehicle will be fined for the violation and billed for the cost of towing.

9.15 If any car drips oil on the parking area, whether it is motor or transmission oil to the point that the surface of the parking lot is damaged, the Association will repair the immediate area and bill the vehicle owner.

9.16 Servicing a car is defined herein as "Minor Repairs, Limited Mechanical," "Minor Body Work," "Washing," "Polishing," or "Waxing." Servicing by a Unit Owner or an outside contractor may only be done in the parking space assigned to the Unit Owner or

lessee. A Unit owner may wash the car using a hose connected to a Unit's spigot, but not drive the car on the grass to do so. However, the Owner may not create a mess or problem by car washing for other Owners.

9.17 Under no circumstances are vehicles not owned by Unit Owners or lessees to be brought in and serviced on the property.

9.18 Oil changing or changing other engine fluids on Condominium property is strictly forbidden.

9.19 Moving vans and other commercial vehicles are not to park on common elements such as sod and cement walkways as a convenience for unloading and loading equipment and possessions because of potential damage to irrigation system and structural foundation.

## **PLANTING: GENERAL AND SPECIFIC**

10.01 Unit Owner plantings on the common elements are prohibited except with prior written Association approval. A Unit Owner is required to fill out the Request for Plantings form and submit to the Board and not put in any plantings until approved. The Unit Owner must receive permission from the Board and follow guidelines regarding appropriate selections for water conservation, root system requirements, maintenance considerations, and positioning in relation to the irrigation system and electrical and cable equipment.

In addition, owners looking to replace shrubs with low growing plants in the three (3) foot garden beds immediately surrounding and adjacent to the buildings need approval. Do not exceed the limits and refrain from purchasing plants that spread their borders. Landscapers are instructed to prune plantings under and near windows to grow no higher than the window sill. Other plants are to be pruned to grow no higher than five (5) feet and not to adhere to walls due to potential insect invasion.

10.02 Water conservation is of paramount importance. Before watering, please check any posted water restrictions. Watering devices are allowed to run but only for a limited time since Unit Owners are encouraged to plant ecologically Florida-friendly selections. Check with the Association office for information about time constraints throughout the year. Unit Owners are not permitted to make changes to the outside watering system; any necessary repairs will be made by the Association.

10.03 No fruit or vegetable(s) may be planted or grown on any common grounds or atrioms. No trellises or other structures are permitted on same elements. The Association is responsible for the care of the common elements such as the sprinklers, the sod, the trees, and plants put into the ground by the Builder or the Association.

10.04 With regard to any plantings installed by Unit Owner(s), the Unit Owner(s) shall and are deemed to agree, at their sole expense, to properly maintain and care for such plantings, and remove the plantings if needed. This obligation to properly maintain and care includes regular and proper cleaning, trimming, mulching, weeding and pruning, including root pruning if necessary. The Association shall have authority to determine if certain maintenance or care is needed, or if removal is needed, and in such case, Unit Owner(s) shall promptly comply with Association's directive. The obligation to properly maintain and care for such plantings, and remove the plantings if needed, also binds future and successor Owners of the Unit. If the Unit is sold or transferred, Unit Owner(s) shall inform the successor Owner(s) of the responsibility under this agreement.

Association is not responsible in any way for any of the plantings installed by Unit Owner(s). Unit Owner(s) and future and successor Owners of the Unit, release and indemnify the Association for any damages to property caused by any of the plantings including damage from roots.

Association may at any time, as the Board deems appropriate, trim, cut or remove any such plantings, and the Association shall not be liable to the Unit Owner(s) or anyone else for such action.

The Association may revoke its approval for the plantings as the Board deems appropriate. Unit Owner(s) and future and successor Owners of the Unit, releasee and hold the Association harmless in connection with the Association trimming, cutting or removing the plantings.

#### **Disposal of Renovation Debris and Trimmings—Shrubs and Tree Branch Cuttings**

10.04 If done by an outside contractor, the fee must include complete removal from the premises of High Point of Delray West, Section 1

If association is forced to remove plantings the association will bill the homeowner for all expenses associated with the removal of such plantings.

10.05 If done for a fee by one of the Unit Owners or lessees, that person is responsible for removing cuttings, trimmings, and branches from the area by the following methods:

Placing items in plastic rubbish bags and setting them out for vegetation for pick-up on Wednesday morning.

(a) Tying debris in bundles no longer than three (3) feet and setting out for vegetation pick-up on Wednesday morning in front of Unit Owner's area.

(b) Unit Owners or lessees must also follow the above two (2) choices.

10.06 Household items such as old TVs, toasters, glass, mirrors, etc., may not be dumped anywhere near the Clubhouse or on the common elements. Violations of this rule are subject to fines. Visit [www.swa.org](http://www.swa.org) to find a convenient hazardous waste collection location.

### ***Atrium Plantings***

10.07 Maximum height of any plant in the atrium must not exceed four (4) to five (5) feet. If the vegetation in an atrium is sufficient to afford concealment of a person, the vegetation is considered overgrown, and the Unit Owner is required to thin it out accordingly. Trees and varieties of palms are not approved as atrium selections because of their nature to grow tall and require constant maintenance to keep them from growing to the height of the roof and beyond.

10.08 The atrium is to be maintained by the Unit Owner in a presentable condition. Overgrown and/or unsightly conditions must be corrected by the Unit Owner within fifteen (15) days after written notice from the Association. If the Unit Owner does not correct the problem within the fifteen (15) day notification period, the Association will contract to have the atrium cleaned, and the Unit Owner will be billed according to current prices posted in the office for such maintenance up to \$1,000.

10.09 Plants with root systems that are capable of causing damage to the walkways, buildings or filigree blocks are not permitted in the atrium. If such damage does occur, the Owner of the Unit associated with such plants shall be financially responsible for the cost of repairing the damage.

10.10 Climbing plants are not permitted anywhere on the exterior of the building. A fine will be imposed for non-compliance.

## **RENTALS AND RESALES**

11.01 Rentals are permitted so long as prior written Association approval is obtained and so long as the Unit Owner has owned the Unit for at least two (2) years (see Article XIII, (I)8, of the Declaration of Condominium of High Point of Delray West Condominium Section 1, amended in January of 2013).

11.02 Units are single family residences only. No part of any Unit may be used for transient rentals for compensation.

11.03 Rentals must be for a minimum of three (3) months and a maximum of one (1) year, once in any twelve (12)-month period (see Article XIII, (I)8).

11.04 Interviews are held by appointment between 9 a.m. to 12 p.m. preferably Friday. It is important that the office be provided with ample notice to prepare and obtain the documents necessary for the interview which must be completed within (30) days of the closing date. The application forms are submitted to the Association and approved at a regularly scheduled Board Meeting at the date nearest to the closing date of the rental or resale. The Association Board of Administration meets every third Thursday of the month from October to March whereby approval from the Board is determined.

11.05 No interview will be held unless all forms and other documents are properly signed, completed, and returned to the Association office at least five (5) days prior to the interview. The Association is allowed up to thirty (30) days to complete all formalities regarding sales and rentals.

11.06 The processing fee for each rental or resale is \$150, unless a new lease is for the same party/parties under the same conditions, such as the term of lease. However, if there is any change, other than the rental sum, a fee is then required. All new leases that are six (6) months or more require interviews. Similarly, all resales must have interviews. Leases less than (6) months will need to sign off on the Renter's Interviewer Form and any other necessary forms.

11.07 The Association must be provided with a copy of each Lease Agreement, whether or not it is a renewal. There will be no tenants at will. A Lease Agreement is required to substantiate legal occupancy.

11.08 As a condition of being approved to lease, a Unit Owner must maintain a service contract for service and repair of the air conditioning unit, refrigerator, dishwasher,

stove, and microwave. This requirement is to help prevent breakdowns and promptly address breakdowns should they occur when the Unit Owner is absent.

11.09 Any Unit Owner who leases his or her Unit loses all use rights to the Association property for the term of the Lease (including security keys), which would have been available to said Unit Owner. The exception is that the Unit Owner retains his or her voting rights. The lessee of the Unit inherits all other rights to the Unit, common elements, and recreational areas for the duration of the Lease. The Unit Owner no longer has such rights except as the guest of another Unit Owner, and not of the lessee.

11.10 All sales or other transfers of title to Units require proper application, and interview and prior written Association approval. The Unit Owner must provide to the purchaser one (1) complete set of updated documents and keys to the Clubhouse and recreation area.

11.11 A new Unit Owner is responsible for providing the Association with a copy of the record Warranty Deed and any ensuing deeds.