

# ABBHEY VILLAGE CONDO ASSOCIATION

**akam**<sup>®</sup>

On-Site, Inc.

Exceptional Management  
Impeccable Reputation

*An AKAM<sup>®</sup> Living Services Company*



## **RULES AND REGULATIONS**

REVISED- 2018

# **ABBHEY VILLAGE CONDOMINIUM ASSOCIATION INC.**

## **RULES AND REGULATIONS**

The definitions contained in the Declaration of Condominium (Docs), the Articles of Incorporation, the By-laws and the Village Covenants agreements are incorporated herein as part of these rules and regulations. These rules and regulations may be modified, added to or repealed at any time by the Board of Directors.

1.The walkways, entrances, halls, corridors, stairways and ramps shall not be obstructed or used for any purpose other than ingress and egress from the apartments.

2.The exterior of the apartments and all other areas appurtenant to an apartment shall not be painted, decorated, or modified by an owner in any manner without prior consent of the Association by its Board, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association by its Board.

3.Trees and shrubs are not to be planted, pruned or destroyed without prior written approval of the Board of Directors. Flowers may be planted for the beautification of the property.

4.In the event an owner of an apartment removes sod from the common lawn or land appurtenant to an apartment and places thereon flowers, shrubs or trees, the Board of Directors, in its sole discretion, may not approve the sale or renting of the apartment until the owner has reimbursed the Association, at such cost paid by the Association to a landscaping company doing business in Broward or Palm Beach counties, whichever cost is higher, for returning the lawn or land to its original state with sod.

5.In the event an apartment owner or lessee is absent from the apartment, and in the opinion of the Committee on Landscaping and Architectural Design, or of the Board of Directors, if there be no such committee, the owner or lessee has neglected the care or maintenance of the flower bed, shrub or tree implanted in place of the sod, so that the area is judged unsightly by said committee or Board, the Board of Directors shall have the right to remove the offending vegetation and return the lawn or land to its original condition by planting sod, and the cost shall be charged to the offending apartment owner on the same basis as herein set forth in section 4 above.

6.No household or personal articles shall be allowed to stand in any of the common areas or limited common areas, including the catwalks, walkways, stairs, entrance platforms or driveways. In non-catwalk buildings, potted plants are limited to three (3) and the total height, including the pot, shall not exceed 2 feet. (This does not include plantings that are in the ground, which are permitted in the limited common areas.) Hanging potted plants are not allowed on the 2<sup>nd</sup> floor landings. Exceptions can be made for items in a limited common area, such as behind a fence, but all requests must be in writing when brought to the attention of the board and each situation will be reviewed and decided individually by the Board.

7. When leaving your unit for a vacation or extended stay, and the unit is left unoccupied, all articles previously mentioned must be removed. When a hurricane watch is announced (conditions possible in the area within 36 hours) all articles must be removed. When a hurricane warning is

announced (conditions expected within 24 hours) the Management Company will remove any articles not previously removed.

8. In the event an apartment owner, or the lessee of an apartment, places any object, including household or personal items, bicycles, beach chairs, lounges, or other similar objects mentioned in Rule #6, in or upon any of the common areas or limited common areas, including the catwalks, walkways and entrances, will be removed by the Board of Directors. This does not include items that are deposited as a temporary rest while moving such objects in or out of the apartment. This applies only on the day of moving and the offending owner shall be charged the sum of \$10.00 for such removal. The articles will be held in storage at the clubhouse for a maximum of 15 days with charges accruing at the rate of \$5.00 per day for each item. Any object(s) so stored will not be surrendered until the Association has been reimbursed in full for the expenses incurred. After 15 days, the object(s) will be discarded without liability to Association.

9. All additions or changes to an apartment, such as exterior hurricane shutters, Florida rooms, jalousie and screen doors, become the responsibility of the present owner, or upon sale of the unit to the new owner, as to the maintenance, repair, removal, storage and re-installation of these items to make effective building repairs as may be necessary. All additions or changes must be submitted to the Board of Directors for approval.

10. Hurricane shutters are permitted, but installations must be approved by Board of Directors in accordance with the requirements, rules and regulations as set forth by the Board of Directors.

11. No apartment owner shall make or permit any noises that will disturb or annoy the occupants of any of the other apartments, or to do or permit anything to be done which will not interfere with the rights, comfort or convenience of other occupants.

12. Each apartment owner shall keep such apartment in a good state of preservation and cleanliness and shall not sweep or throw, or permit to be swept or thrown from the doors or windows thereof, any dirt or other substance. No article shall be hung or shaken from the doors or windows of the apartments, or placed on outside window sills or catwalk railings.

13. Each apartment owner who plans to be absent from his unit during the hurricane season must prepare his apartment prior to this departure by:

- a) Shutting off the main water supply to the unit.
- b) Removing all furniture, potted plants and other movable objects from their terrace, balcony or courtyard.
- c) Designating a responsible individual or firm, satisfactory to the Association, to care for this apartment should the unit suffer hurricane damage. This information must be submitted in writing to the Association. If no one is assigned, the Association will do its best to care for the unit without liability to the Association.
- d) The individual unit owner needs to fill out an **Architectural Resident Change (ARC)** form, which needs the Association's approval.

14. All garbage and refuse shall be deposited in garbage or recycling containers intended for such purposes. It is the responsibility of the Unit Owner, tenants or guests to properly close the doors to the receptacles after depositing said refuse.

15. No apartment owner shall request or cause any employee or agent of the Association to do any private business of the owner.

16. The agents and employees of the Association and any contractor or workman authorized by the Association may enter any apartment at any reasonable hour of the day for any purpose permitted under the terms of the Condominium Documents. Entry will be made by pre-arrangement with the apartment owner, except under circumstances deemed an emergency by the Association or the Property Manager, in which case access is deemed permitted regardless of the hour.

17. Contractors **are not** permitted to dispose of construction debris in Abbey Village garbage receptacles. It must be hauled off site. Any violation may result in fines to the unit owner who hired that contractor. **Contractors hours of operation are Monday to Saturday 8:00am-6:00pm.**

18. All unit owners, leases, guests etc. must obey the Rules of Parking spaces. All spaces are for passenger vehicles only. No vehicle should impede or prevent ready access or use of another parking space. Each unit has assigned parking space.

19. Absolutely NO trailer, boat, van, motorcycle, camper, truck, RV or any commercial vehicle shall be permitted on any portion of the Condominium Property except for trucks furnishing goods and services during the daylight hours.

a) Overnight parking is restricted to the passenger vehicles only.

b) Any vehicle parked overnight must display an Abbey Village parking permit on the lower left-hand corner of the rear window.

c) Parking spaces cannot be used for storage or parking of vehicles owned by non-residents. Violators will have vehicles towed at the owner's expense.

d) All passenger vehicles must be parked with the front end facing the car stop. Backing a vehicle into a parking space is not permitted.

e) Parking in a numbered space, other than that assigned to a particular unit by deed is not permitted.

f) An unlicensed vehicle or an automobile without a parking permit and valid registration may be towed after proper posting and notification. The Association shall have the right to authorize the towing away of any violating vehicles, upon proper posting and notification, with costs to be assumed by the owner or violator.

g) A vehicle which cannot operate under its own power cannot be permitted to remain on the premises for more than twenty-four (24) hours before towed at the owner's expense.

20. In the event of a vehicle leaking oil or other fluids and causing damage to the common areas, said vehicle must be moved immediately to correct the problem. The cost of repairing the damage will be charged to the unit owner.

21. No apartment owner shall use or permit to be brought into, or stored in the units, any flammable fluids or any fluids deemed hazardous to life, limb or property.

22. The apartment owners shall not be allowed to put mail receptacles on any portion of their apartments.

23. In case of emergency, the Association is to be advised of the name, address and phone number of any person other than the owner who has a key to the apartment and keys to any remaining vehicles.

24. Unit owners and tenants must apprise their permanent residents and guests that any damage to the Condominium property, the Abbey recreation area or equipment of the Association caused by any unit owner, family member, tenants and guests of invitees shall be repaired or replaced at the expense of such unit owner.

25. Apartment owners shall be held responsible for the actions of their tenants, their guests and other visitors.

26. No children or grandchildren under the age of eighteen (18) may be permitted to reside in a Condominium apartment or use the recreation facilities for a period of time exceeding sixty (60) days per calendar year as set forth in Article XII (a) of the Declaration of Condominium and Federal Statutes set forth for adult communities.

27. Unit owners and annual leases are required to submit legal proof of age upon request from the Board of Directors. Requests to the Board for approval of a sale or lease of an apartment must be on the prescribed form and include legal proof of age. A copy of the driver's licence, birth certificate, passport, voter's registration or other legal document showing the date of birth will constitute proof of age.

28. Guests of an owner may occupy the unit in the owner's absence provided that:

A) The owner notifies the association in writing in advance of the names of the guests who will be occupying the unit and the length of time they will be occupying the unit and;

B) Such guests must be at least 21 years of age. (They may be accompanied by their children); and

C) Said guest usage in the owner's absence does not occur more than two times in any twelve (12) month period for a total combined usage of not more than forty-five (45) days.

**NOTE:** If occupancy is to be longer than 30 days, the Association will consider it rented and require the owner and guest to enter into a lease which must be approved by the Association.

29. Children shall be allowed to play only in the recreation area and those designated for play by the Association. Children are not allowed to play on the catwalks or stairways of any building. Ball playing and tree climbing are not permitted. Accidents occurring as a result of children playing will be solely at the unit owners or renters risk and the association will be held harmless in such an event.

30. Food and beverage may not be prepared or consumed except in the apartments and certain areas of the Clubhouse as designated by the Board. The grills at the clubhouse may be used upon application to the Board of Directors with users' responsibility to clean and restore to proper order after each use.

31. Complaints regarding management of the buildings, units and grounds or complaints regarding actions of other unit owners, shall be made in writing to the Association.

## **CLUBHOUSE AND RECREATION AREAS**

32. The Abbey Recreation Area is solely for the use of the Unit owners, permanent residents, tenants and invited guests. The use of the recreation facilities shall be at the risk of those involved and not, in any event, the risk of the Association or its management company, if any.
33. The regulations governing the use of the recreation facilities, which are located upon the Abbey Recreation Area, including hours of use, guest rules, safety and sanitary provisions, and all other pertinent matters shall be in accordance with regulations adopted from time to time by the Board of Directors and posted in the appropriate recreation areas and posted on the building bulletin board.
34. Only persons properly attired shall be permitted in the Clubhouse.
- a) "Proper Attire." Includes shirt, shorts, robes or covering garments of swimming attire.
  - b) Shoes must be worn at all times.
  - c) Wet bathing suits are prohibited at all times.
35. All seasonal leases and guests of unit owners when the unit owner is absent must register in the Clubhouse office upon arrival in Abbey Village.
36. The Clubhouse shall be open for use of Unit owners and their guests from 6:00 a.m. until 11 pm. Use of the Clubhouse at other times must be approved by the Board of Directors in accordance with the rules and regulations.
37. No persons under the age of fifteen (15) are permitted in the Clubhouse Recreation Areas except when accompanied by an adult.
38. The Board of Directors has been vested with authority to limit the number of guests to any event at the Clubhouse because the Fire Laws of Palm Beach County limit the number of persons permitted to gather at any one time in the Clubhouse. Maximum # of persons is posted.
39. Smoking of any kind is prohibited in the Clubhouse and on the pool deck. All refuse must be put into proper receptacles that are provided.
40. No one under the age of eighteen (18) is permitted to be present at Bingo games or games of chance.
41. Food or beverage of any kind is permitted only in the designated area. No glass of any kind is permitted on the pool deck. All refuse must be put in proper receptacles that are provided. NOTE: Designated area is all areas beyond the 4 ft. wet deck
42. No floating objects such as rafts, balls, toys, etc. are permitted in the pool or the deck area. Swimming aids are permitted.
43. Playpens are not permitted in any part of the pool area. Kiddy pools must be kept at least 6 feet away from the main pools and must be under adult supervision.
44. No running, rough-necking, ball playing, skating or jumping is permitted in or around the pool and deck area. Entrance to the pool may not be blocked or littered with toys or other loose objects. No shoes to be left at the entrance to the pool for safety reasons.

45. No diving or jumping into the pool. Water fighting is not permitted.
46. Umbrellas are to be closed after use.
47. Chairs, lounges and tables may not be reserved for anyone but may be held for someone physically at the pool.
48. No chairs, lounges or tables are to be removed from the pool deck area.
49. Persons using suntan lotion must spread a protective covering or towel on chairs and lounges before use.
50. All walkways are to be kept clear.
51. Only medical service animals are permitted inside pool gate.
52. All persons must shower before entering pools. Lotions, soaps, or other such substances must be wiped off or washed off before entering pools or saunas.
53. No hair coloring or use of hair dyes is permitted in any rest room.
54. The use of jeans or cut-off are specifically prohibited in the pool.
55. No electrically operated items are permitted on the pool deck. Only battery operated radios, tape cassettes and musical instruments are permitted. The level of sound must be adjusted to a low level, so as not to disturb others in the vicinity.
- 56. NO DIAPERS/SWIMMIES PERMITTED IN THE POOL. This includes children and adults. THIS IS STRICTLY PROHIBITED.**
57. Children under the age of fifteen (15) must be accompanied and closely supervised by an adult when using the pool area and adhere to all pool rules and regulations.
58. The use of the pools and pool area is at your own risk.
59. Pool hours are posted in the pool area: sunup to 9:00 pm. At your own risk.
60. Use of the shuffleboard courts by children under fifteen (15) is permitted if they are accompanied and supervised by an adult. Shoes must be worn when using the shuffleboard courts. Do not walk on the painted surface of the courts. Use the alleys between the courts. The use of skates, skateboards, roller blades, bicycles or golfing equipment is prohibited in the pool.

### **USE OF THE CLUBHOUSE FACILITIES**

61. Organizations and groups may hold meetings or conduct functions at the Abbey Clubhouse with the express prior written consent of the Association's Board of Directors. In exercising its discretion as to whether or not to grant such clubhouse privileges, the Board shall be guided by the following criteria:

- a) Only Abbey Village residents are permitted to conduct functions.
- b) Due regard shall be given to the availability of the Clubhouse for such functions and to the Florida statutory requirement that the Association may not reasonably restrict "any unit owners right to peaceably assemble."
- c) Requests for use of the Clubhouse facilities must be made in writing to the Board of Directors. After clearance of dates and approval by the Board of Directors, an Associ-

ation form must be signed by an officer of the function or group requesting use of the facility.

d) Approval for future functions may be revoked by the Board at any time if the organization or group fails to operate within the above guidelines.

e) A deposit of \$100 (which may change from time to time) is to be made by all Board authorized functions using the clubhouse facilities. After inspection by the Board of Directors, if there is no damage and the room is left clean, the deposit will be refunded.

62. Door to door solicitation is prohibited on Abbey Village property. The sale of tickets or merchandise in the clubhouse and all meetings (i.e. BOD, Committee or unit owners) shall be open to all Abbey Village residents and is prohibited by any outside group or organization without prior approval by the board of Directors.

63. There shall be established a separate checking account with the same signatures as the Association's regular account wherein the same rules apply for withdrawals.

64. There shall be records for all receipts and disbursements for this account.

65. All income shall be receipted for the Treasurer/President of the Association and all proceeds from functions and affairs shall be deposited in the activities account.

66. A profit and loss statement of all functions shall be presented to the Treasurer/President to the Condo office for the Board of Directors.

## **GENERAL**

67. Inquires to review the Association's records must be made to the management office in writing using the FL Statue record request form. The association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries will be responded to in the subsequent 30-day period, or periods, as applicable.

68. Complaints concerning misconduct or infraction of any of the Rules and Regulations should be promptly called to the attention of the offender and reported in a signed statement to the Fines/Complaint Committee (AKA Grievance), who will proceed with the responsible person to cure the offense or for further action by the Board of Directors. It is intended in this role that if the problem of conduct or misconduct is so imperative as to require immediate action, the Fines/Complaint Committee will be authorized to act to correct or halt such infractions.

69. Any consent or approval given under these Rules and Regulations may be revoked at any time by the Board of Directors.

70. Violators that continue to break the Rules and Regulations will be subject to fines and/or all the legal remedies that are available to the Association.

71. No apartment may be rented more than once in a twelve month period.

72. Group #1 buildings (Bldg. 1 thru 6; 19 thru 23 and 31 thru 33) may not be rented for less than (3) months. Group #11 buildings (7 thru 18), and Group #111 buildings (24 thru 27) may not be rented for less than nine (9) months.

73. All leases must be approved by the Board of Directors. Unit owners that want to lease their units must submit a copy of the lease between the parties, proof of age and a processing fee of \$100. This fee isn't required for renewals of the same unit to the same renters with photo.



74. Seasonal renters must register at the Abbey office in the clubhouse.

75. Unit owners are responsible for payment of State and County taxes for their unit(s).

76. Maintenance payments are due on the first day of each quarter and considered late if not received by the 10<sup>th</sup> of the month. A late fee of \$25 will be added to your account if payment is received after the 10<sup>th</sup> of the month.

77. The units shall be used for single family residences only. No unit or its associated storage bin, may be used for "Commercial Purposes" or to store articles and material that can be used for commercial purposes, from such unit or storage bin.

78. FINING: Senate Bill 1196 allows condominiums to permit fines to be levied against specific individuals (including owners, invitees, licensees and occupants) who fail to comply with provisions in the Associations governing documents or rules and regulations.

## **RULES RELATING TO SERVICE AND EMOTIONAL SUPPORT ANIMALS**

Abbey Village supports the use of Service Animals and Emotional Support Animals. If you have a registered Service Animal, please come to the office and complete an application request. Included with the application request is:

1. Picture of animal
- 2) Immunization records
- 3) Doctor's note on letterhead indicating Service Animal, along with qualified Service Animal Training Certificate.
- 4) Each animal must receive and wear a red Abbey Village dog tag with building and unit # on it.

Abbey Village will make reasonable accommodations for all legitimate special medical needs for Emotional Support Animals within the guidelines of the Federal Fair Housing Act and Florida Office of Equal Opportunity when an exemption is sought.

If you qualify for a special accommodation under the Fair Housing Act you must come to the office and complete an application request. Included with the application request is:

- 1) Picture of animal
- 2) Immunization records
- 3) Doctor's note on letterhead with reason for Emotional Support animal.
- 4) Each animal must receive and wear a red Abbey Village dog tag with building and unit # on it.

NOTE: These documents will be requested annually.

**Therefore, anyone granted with a special accommodation is provided with guidelines outlining policies and procedures for keeping an Emotional Support Animal in their unit. If anyone fails to comply with these specific guidelines, the Palm Beach Animal Control Center will be notified.**