

Approved by the Envoy Board of Directors effective: **June, 2016**

# THE ENVOY CONDOMINIUM

## RULES AND REGULATIONS



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## I. PURPOSE AND SCOPE

The Rules and Regulations contained herein comply with the provisions of the Certificate of Incorporation, the Declaration of Condominium of The Envoy, and the provisions of Chapter 718 of the Florida Statutes (The Condominium Act) and as additionally adopted by the Board of Directors from time to time. These rules are adopted and published to ensure that all owners may enjoy and be proud of the building and facilities under conditions which provide maximum comfort, convenience and safety.

## II. OWNER'S RESPONSIBILITIES

Each owner or his/her properly authorized and approved lessee shall be responsible for the actions and conduct of his family members and for guests as they relate to compliance with the Declaration of Condominium and to the Grounds and Building Rules and regulations of The Envoy.

## III. REALES

A. In processing a request for approval for resale, an owner shall certify that he/she has provided the prospective purchaser with the following documentation:

1. A copy of the Declaration of Condominium and any amendments.
2. A copy of the Certificate of Incorporation of the Envoy.
3. A copy of the approved operating budget for the most current year for The Envoy, including the monthly charges for maintenance for the condominium unit to be sold to the prospective buyer.
4. A copy of the Management Maintenance Agreement, if any, specifying the services to be rendered under the contract and the charges to made there-under.
5. A copy of the By-Laws of The Envoy and any amendments.
6. A copy of the most current Rules and Regulations of The Envoy Condominium Association.
7. All of the above information shall be furnished to the prospective buyer prior to the execution of closing the sale.

Before approval of a resale of a condominium unit by the President or Vice President on behalf of the Board of Directors of the Envoy, assuming the purchaser meets the requirements for approval; the Board will require certification that the prospective purchaser has read the complete Documentation package and is satisfied to purchase the condominium unit, subject to all provisions of the Documentation package. The Board has been furnished with a fully executed contract for sale and the report and recommendation of the House Committee after a personal interview, if necessary.

- B. The owner submitting an Application For resale of a condominium unit shall certify the following:
1. The number of persons who will occupy the unit after resale.
  2. The names of prospective purchasers.

3. Certification that prospective buyer has no unauthorized household pets except for "Service Dogs" under applicable legislation, as amended from time to time, which are dogs fully trained and certified to perform certain specific tasks for a person declared medically and physically disabled of a necessary life function by a licensed Medical Doctor, Psychiatrist or Psychologist with a specific disability for which the trained dog has successfully completed a certified training program to perform such tasks as may be required and for which the dog is able to perform for the disabled person.
4. Commercial vehicles of any kind, vans, campers, boats, unlicensed and Un-registered and off road vehicles motorized or not, and similar are not permitted to be parked on the property for any period exceeding 8 hours or overnight.

- C. No resale of a condominium unit shall be made to any party other than an individual and/or his or her spouse or family trust. No resale to corporations, companies, partnerships or other commercial or business organization or combinations of individual buyers shall be made.
- D. There shall be a non-refundable processing charge of \$100.00 payable by the seller to The Envoy for each Application for Resale by the selling owner. The payment for processing of resale shall accompany each application.
- E. A copy of each executed conveyance shall be delivered to the Board of Directors within fifteen (15) days after the date of closing.

## IV. LEASES

- A. Owners shall not lease their condominium unit for less than three (3) months, nor more than two years, each lease to be followed by a one year hiatus in which the unit may not be leased or rented before another lease is permitted. The lease/rental term shall begin on the effective date of the lease and end on the last day of the lease. A request for a renewal or extension of an existing (one year) lease (in effect a new lease) may be permitted by Board approval within the 2 year lease limitation. Multiple leases within the 2 year limitation are not permitted, except as follows a one year no-lease/rental hiatus between the termination of one lease for another. A lessee is not permitted to sublease. All leases and renewals or extensions require Board review & approval by the President or Vice President of the Association.
- B. No condominium unit or part thereof shall be permitted by the owner or his/her lessee to be used as a hotel, transient apartment or motel. The condominium unit, and all parts thereof, shall be used as the personal residence of the owner and his/her immediate family, or of his/her lessee and his/her immediate family, and for no other purpose whatsoever.
- C. A leased condominium unit shall not be occupied overnight by more than the number of people indicated for each type of unit:



Type A (3 Bedrooms) Eight (8) people  
Type B (2 Bedrooms) Six (6) people  
Type C (3 Bedrooms) Eight (8) people

- D. A unit owner processing a request for Approval to Lease shall certify that the lessee has been provided a copy of the Rules and Regulations of The Envoy Condominium Association that the lessee has read same, and has agreed to comply.
- E. There shall be a non-refundable processing charge of \$100.00 payable to The Envoy by the unit owner for the lease of a condominium unit. Payment shall accompany the Lease Application.
- F. Unit owner shall be responsible for all damages to building, equipment and furnishings caused by his lessee, family, guests or contractor or service personnel.
- G. No unit may be leased to a corporation, company, partnership or any other business or commercial organization. Temporary exceptions are allowed for Bank mortgage holders or the Envoy Condominium Association in procedures for, during and after foreclosure, but only to the time necessary to process and finalize the foreclosure resale.
- H. The lease of any condominium unit in The Envoy is subject to approval within thirty (30) days by the President or Vice President of the Association after review by the leasing Committee of the Board.
- I. A copy of each executed lease agreement shall be filed with the Board of Directors within ten (10) days of execution for review and consideration.
- J. No lease of a condominium unit shall be executed which will result in the sole occupancy of a person under eighteen (18) years of age, during the term of the lease.
- K. The Envoy is a non smoking building in all its common areas. Smoking is only permitted in the occupied unit and designated smoking area set aside in the Pool facility and in the outdoor terrace area of the unit.
- L. Envoy employees are prohibited from performing any personal or other services for Envoy residents or any other party during their working hours at the Envoy. Envoy employees may, on their own responsibility perform requested services for Envoy occupants on their own time with their own tools and parts.

NOTE: The Envoy disclaims any and all results or consequences for any such services and is not responsible for any act of commission or omission or damage or injury to either or both the individual performing such services or to any other person, or property. Please note that if you retain the services of an Envoy employee, this is a contract solely between the owner or resident and the em-

ployee; and we, the Envoy or its representatives and employees, have no liability for any issue arising from such service(s) with or without our knowledge.

#### V. OWNERS

A. Unit owners must notify management of their seasonal arrival date, as well as any interim departures and arrivals, thereby keeping management informed as to the daily number of persons in residence as well as the disposition of incoming parcels.

#### VI. GUEST, VISITORS AND TRADES PERSONNEL

A. A guest is a person who is invited in The Envoy by an owner or lessee or a member of his immediate family. When an owner is not present, guests may not in turn invite guests or visitors to use the social or recreational facilities of The Envoy. An owner, whether in residence or not in residence, shall notify management in writing, in advance of the proposed occupancy of the condominium unit by any person other than the owner. Name, address and relationship must be listed including dates of arrival and departure. House guests must register with the doorman prior to gaining entrance or being admitted to the building. Guests arriving without advance notification in the owner's absence will not be admitted to the building. The owner or lessee of the condominium unit must make available to his guests a copy of the Rules and Regulations of The Envoy Condominium Association and apprise them of the importance of complying with them.

1. Immediate members of the family (spouse, parents, children, brothers and sisters) one of which is a minimum 18 years of age shall be permitted to occupy a unit when the owner is not in residence. Occupancy by other guests, in the absence of the owner shall be limited to one stay not to exceed thirty (30) days in any 180-day period.
2. No lessee shall permit any guest, other than immediate members of the family as noted herein, to remain in the condominium unit overnight, while the lessee is not in residence unless there is at least one permitted occupant in the unit over the age of 18 or older.
3. In no instance may guests invite other guests. In no instance may individuals under eighteen (18) years of age solely occupy a unit as a guest unless the owner or approved lessee is in the residence.
4. Owners must supply management with advance notification of the arrival of Trades personnel making deliveries or performing services in their apartments. A copy of Rules and Regulations for Trades personnel will be available at the front desk prior to admission to the building. Unit owners will be responsible for any damage caused to common areas while Trades persons are rendering service for the unit owner.



## VII. COMPLAINTS-SUGGESTIONS-OBJECTIONS

The Board of Directors, through its House Committee (known as the Infractions Committee), shall have full power and authority to enforce these Rules and Regulations. It is not the duty of any other person to admonish violators except for a Board Director, the on-duty door person or building manager. Any resident may lodge a complaint for apparent rules violation to any of the above authorized persons for rules compliance as noted herein.

All complaints, objections or suggestions shall be submitted to the Board of Directors Infractions Committee in writing on a form provided for this purpose, signed by the owner, and deposited in the comment box provided for this purpose in the mailroom.

## VIII. USE AND CARE OF PUBLIC AREAS

- A. Public passageways, hallways, elevator and stairways shall not be obstructed or used for any purpose other than for ingress or egress from the condominium units and to the common areas in The Envoy. Bicycles, scooters, baby carriages, walkers, wheelchairs or similar items or vehicles, furniture, decorations, and plants or any other items shall not be placed in or allowed to stand in the public areas, passageways, hallways, stairways, parking places, or other such areas within the common elements. Clothing items, umbrellas, umbrella stands, door mats, clothes racks or any other items and toys shall not be placed in the hallways outside the condominium unit entrances or service doors or in any public areas.
- B. No garbage cans, supplies, milk containers, or any other articles shall be placed in passageways, hallways, or the stairways and the stairway landings. No items including linens, clothing, draperies, rugs, mops, or laundry may be shaken or hung from any terrace or exposed on any part of the building or common areas.
- C. Children shall not be permitted to play or loiter in the hallways, stairways, elevators, walkways, driveways, parking areas or any other public areas.
- D. No public areas of The Envoy shall be decorated or furnished by any individual owner or group of owners in any manner, except with the written approval of the Board of Directors.
- E. No waste of any kind shall be deposited in the trash chute after 10:00 P.M. or Before 8:00 A.M. No lighted inflamed, burning, smoldering or hot or glowing items, cigarette or cigar butts or live ashes shall be deposited in the trash chute. No solid waste or other debris from condominium units is to be left on hallway floors, stairways, or any other public areas. No soft or wet trash, which cannot be put through the kitchen disposal, shall be placed on the floor in Trash Rooms. All waste shall be tightly wrapped or bagged before depositing in the chute. All packages of waste shall be of a size that will pass through the trash chute

door and fall freely down the chute. No construction waste shall be deposited in the provided dumpsters, which are for the use of residents whose trash is not appropriate to be disposed of by the trash chute.

- F. No parking areas or parking places shall be used for any purpose other than for parking a duly registered and/or licensed private vehicle or low noise motorcycle or motorized scooter. No trucks, unregistered, unlicensed or commercial vehicles, boats, boat trailers shall be parked overnight in either assigned or unassigned parking areas or in any other place on The Envoy property.

The Car wash area may be used to clean and wash vehicles and is not to be used for any extended parking. Upon concluding the wash cycle, the hose is to be returned to the post, water turned off and the area cleaned up when finished. If the water is leaking it is to be reported to the door person.

- G. All doors permitting access to the ground floor of The Envoy shall be closed and locked at all designated times when not used for ingress or egress. Doors should not be opened to persons unauthorized to be in The Envoy.
  - H. No door-to-door solicitation, pamphlets or flyers distributed or posted within the common areas of the building and grounds shall be permitted unless the Board of Directors has granted prior written approval. This includes solicitation for not-for-profit organizations. Door-to-door distribution of any literature is not permitted.
  - I. No one is permitted to use any public area in bare feet, except in the pool or sauna areas. This includes hallways, elevators, stairways, passageways, lobby recreation room and social room. This applies to children as well as adults.
  - J. When going to or from the pool area, owners, lessees, their families and guests should be properly covered with a beach coat or robe. Bathers shall be dry before entering the interior of the building.
  - K. No one shall sit upon or otherwise use seats or furniture belonging to The Envoy and/or situated in the interior common areas (Lobby-Social Room-Billiard Room) while wearing a bathing suit or oil-based lotions or creams.
  - L. The telephone in the Library Room is the main line to our front desk. Therefore, phone calls made in this room must be for urgent calls and must be limited to a minimum time.
- ## IX. PARKING SPACES AND DRIVEWAYS
- A. Owners must park only in their assigned parking spaces or purchased underground parking spaces, unless given written permission by a unit owner for the use of their space. License plate identification should be on



file with the office. Each Envoy authorized vehicle shall display an Envoy window sticker for the purpose of identification. The main vehicle will display one style of sticker and a second vehicle, if any, a different style, all stickers to be supplied and applied by authorized Envoy personnel staff. No assigned parking space may be used by any person except the unit owner or their lessee. All other vehicles must use the defined guest parking areas or as may be assigned by the Door person or Building Manager if no such guest spaces are available. If an unattended vehicle is observed with lights on, door, window or sunroof open or any other apparent damage, it should be quickly reported to the door person for notification to the owner. Any observed non operating parking lot lights should also be reported.

- B. Each owner should instruct their guests, visitors and deliverymen where to park.
  - 1. Parking in the circular driveway is not permitted at any time.
  - 2. Standing in the driveway to permit loading or unloading of private cars should be held to a minimum time not to exceed 15 minutes.
  - 3. Delivery of service vehicles must load and unload and then move on. Parking at The Envoy is only for unit owners or in-house guests of unit owners.
  - 4. Deliveries are to be made through the Fire Exit doors provided for this purpose.
  - 5. Illegally parked cars are subject to being towed away at the owner's expense.
  - 6. Speeding in the driveways is prohibited, where a 5 MPH speed limit is mandated.
- C. Doormen shall service incoming and departing vehicles in the order of their arrival and departure. Please show patience when waiting for the doorman to be available.
- D. Horns should not be used or blown while parked or standing in the driveways and/or parking areas. The use of car covers on vehicles parked in the limited common areas, or any outside parking area excluding the solely owned covered parking spaces under the tennis courts is prohibited.

#### X. STORAGE AREAS

No flammable material or organic or other material subject to decomposition shall be permitted in common areas, including hallway storage areas.

#### XI. FIRE ESCAPE STAIRS

Stairways and stairway landings shall be kept absolutely free at all time. Exit doors on the first level shall be locked from the outside at all times. Fire doors on stairwells shall be kept closed at all times.

#### XII. ELEVATORS

- A. Chapter 823.12, F.S. smoking in elevators UNLAWFUL. -It is unlawful for any person to possess any ignited tobacco product or other ignited substance while present in an elevator: any person who violates this Section is guilty of a misdemeanor of the second degree, punishable as provided in S.775.082, S.775.083, S.775.084. Florida State Law does not permit smoking in elevators and prohibits smoking or carrying any ignited tobacco product in All Common Areas of the Building.
- B. Elevator service shall not be delayed for the sake of conversation by using the HOLD button or the STOP switch.
- C. Use of Elevators for Moving or deliveries.
  - 1. The manager shall assign the elevator for use in moving furniture or other work related materials.
  - 2. No move-ins or move-outs or deliveries shall be permitted on Saturdays, Sundays or Holidays.
  - 3. Wall pads shall be used to protect elevators when used by furniture movers, painters, carpet layers and other workers.
- D. Children under eight (8) years of age shall not be permitted on the elevators unless an adult accompanies them.
- E. A passenger in a disabled elevator should follow Emergency Instructions posted in each elevator. The alarm bell should be sounded manually and continuously.
- F. If at any time you hear the elevator alarm bell ringing, please notify the management or doorman immediately. Don't rely on someone else to do it.
- G. Shopping carts and luggage racks must be returned immediately to the Lobby and may not be left in the elevators, Fire Exit Doors or hallways. Consideration must be given to those waiting for carts, and to those who wish to enter an uncluttered elevator.

#### XIII. CONDOMINIUM UNIT RESTRICTIONS

The interior of the condominium unit is the owner's private home in the same sense as though it were a separate and single dwelling. The owner is responsible for maintaining it. The only restrictions are those imposed by law, the By-Laws and these Rules and Regulations of The Envoy. Each owner, members of his family, his guests and his lessees should know the following limitations:

##### A. NOISE AND DISTURBANCES.

- 1. No resident may make or permit any disturbing noise in the building nor permit anything to be done to interfere with the rights, comfort or convenience of other residents. Noise of all kinds shall be kept low enough so as not to disturb neighbors on the same floor, as well as the floor above or the floor below. The rule of reason shall prevail. A low or no noise environment is to be maintained between the hours of 10PM and 8AM.



2. In order to minimize transmission of noise, at least three-fourths of the floor area of each room (except kitchen, bathroom and foyer), including interior passageways, shall be covered by rugs, carpets or other adequate soundproofing insulation. Cork or similar sound mitigating underlayment shall be applied under tiled or wooden or composite flooring to meet this requirement, and must be approved by the Building Manager. Such floor covering should be contiguous so as to cover all walkway areas.
3. No waste or packages of waste shall be deposited in the trash chute in the Trash Room after 10:00 P.M. or before 8:00 A.M.
4. Show consideration for neighbors by not permitting loud talk in hallways, elevators or terraces, or by playing the television, radio, stereo or musical instruments too loudly. Noise restrictions against loud or unnecessary noise apply after 10PM.
5. Washer/dryers shall not be operated after 11:00 P.M. or before 8:00 A.M.
6. Kitchen disposals shall not be operated after 11:00 P.M. or before 8:00 A.M.
7. All condominium entrance doors shall be kept closed at all times, except for ingress or egress.
8. Entrance doors, interior doors and cabinet doors should be closed with care to make the least possible noise.
9. No installation, repair or maintenance work requiring hammering, drilling, sawing or other similar noise shall be permitted after 5:00 P.M. or before 9:00 A.M. and at NO TIME ON SATURDAYS, SUNDAYS AND HOLIDAYS, except for emergencies.

#### B. DOGS OR OTHER PETS

Common household type animals such as dogs, cats, tropical fish and small birds in cages are permitted on the condominium property provided such pet animal if a dog, or cat and weighs less than fifteen (15) pounds. There shall be no more than two (2) of such pet animals in any condominium unit. All pet animals must be carried through hallways and other covered common areas. In all other instances, all pet animals must be under leash and shall be permitted in certain designated areas only. The Envoy Condominium does not permit any pets on the property for lease holders, visitors or guests.

1. Under Federal Housing Administration (FHA) rules and regulations, as defined, a "Service Animal" (typically a dog) may be permitted. A "Service Animal" is one that is specifically trained and certified to aid a disabled person's life function disability for which the animal has been trained. Please refer to the Addendum page at the end of this booklet for a more thorough explanation of the permitted class of "Service Animal."
2. A conditional license to maintain a house pet, within the owner's condominium shall be granted subject to the following conditions and reservations, which are particularly suited to pet dogs:
  - a. Pet shall be of a size to be completely transported on one arm, weighing less than 15 Lbs

- b. Pet must be carried or placed in a stroller in all covered areas of the building and on The Envoy grounds at all times. No Envoy provided-carriage used for the convenience of residents transporting groceries from a vehicle to the elevator and resident unit may be used for any other purpose.
- c. Pet shall not be curbed on walkways, driveways, parking areas, in the shrubbery, gardens, or other public areas of The Envoy.
- d. Owners bringing in pets properly authorized shall assume full responsibility for any damage to personal property and common elements of The Envoy.
- e. Guests and visitors shall not be permitted to bring any animal or pet on the premises of The Envoy.
- f. Any conditional license is subject to revocation and termination any time by the Board of Directors upon their determination that subject pet is either vicious or is annoying other owner-residents, or is otherwise a nuisance.
- g. No animal may be transported through the main lobby area unless the service door entrances are locked (typically between 5PM and 9AM) through which animals must be carried or placed in a stroller on exiting or entering the building.

#### XIV. TERRACES, WINDOWS AND DOORS

- A. No awnings, window guards, ventilation or air conditioning devices shall be placed on or about common areas of the building designated as The Envoy, and no fixtures shall be placed on building walls.
- B. Folding storm shutters, hurricane proof doors and windows and hurricane resistant films and laminates as approved by the Insurance Company which meet the minimum standards of the Miami-Dade hurricane building code hurricane protection and which also meet the uniform design and color standard as established by the Board of Directors of The Envoy may be installed by the owner at his/her expense. Deviations from these standards are not permitted.
- C. Nothing shall be swept, poured, tossed or shaken off the terrace, nor shall any dirt or refuse be swept or thrown from any portion of the condominium premises.
- D. Nothing shall be placed on the floors, walls, or balustrades of the terraces that could fall or cause injury or that would diminish the architectural esthetics of the building.
- E. No laundry, bathing suits, towels, carpets or other items shall be hung or displayed on balustrades, clothes lines or similar devices.
- F. The use of any outdoor areas of The Envoy, such as terraces, balconies, recreation facilities and parking areas for outdoor cooking is strictly forbidden.



- G. No sign, notice, advertisement or donation request shall be inscribed or exposed on any vehicle, at any window, door to other part of building, nor shall any object be projected out of any window or door.
- H. During a hurricane alert, all moveable objects, including carpets that are not permanently affixed to the floor, must be cleared from all terraces not protected by shutters. If The Envoy staff clears your balcony, there will be a charge of \$100.00 to the unit owner.

#### XV. BUILDING, STRUCTURE AND MAINTENANCE

- A. No structural changes within the condominium unit or any part of the building shall be permitted without prior approval of the Board of Directors.
- B. The maintenance and repair of all structural parts and of all facilities, equipment and appliances within each condominium unit, including doors, windows, walls, air conditioning and heating units, water heaters, drains, plumbing and fixtures, or furniture, or personal property, etc. whether breakdown or damage originates within the unit or elsewhere are the personal responsibility of the owner and at the unit owner's personal expense. All work must be done by state licensed trades personnel.
- C. Air conditioning units and water heaters are the responsibility of the owners. They should be serviced at regular intervals to insure proper operation and to prevent damage to other condominium units and hallways.
- D. Antennas – The Envoy is provided with a master television antenna system. No condominium unit owner shall install or permit to be installed, any antenna system outside his unit. Only authorized personnel are allowed on roof of building.
- E. No employee of The Envoy is permitted to make repairs or provide any services within any condominium unit during regular working hours except in an emergency. Such services, if requested by the owner or resident, can only be permitted during the employee's off duty hours for the account of the unit owner, occupant or lessee. The Envoy disclaims any and all liability and is not responsible for any private work or services provided to owners or residents by any of our employees during their own off-work hours time or that of any other person.
- F. Owners, lessees, or guests shall not be permitted to directly give orders or direction to any maintenance staff employee. All requests for service shall be made in accordance with instruction published by the Board of Directors.
- G. Every condominium owner shall provide the management with a duplicate set of keys to their unit for Emergency Use or access by the exterminator only. This includes change of locks.

- H. Under no circumstances should the special limited (Medeco or similar) front door key be given to anyone outside of the immediate family or lessee.

#### XVI. ROSTER OF OWNERS AND OCCUPANTS

- A. The Board of Directors shall maintain a Roster of unit owners, their permanent legal addresses, if other than 2450-2480 Presidential Way, West Palm Beach, Florida, and their telephone numbers, local and long distance. The management maintains a census of occupied and unoccupied apartments in the office and requires the owners' cooperation to keep it accurate and current.
- B. The Roster of owners, occupants, and employees shall be kept in the Manager's Office and shall be available for authorized use during regular working hours.
- C. All personnel employed by unit owners, whether full or part-time shall be registered with the management.

#### XVII. SOCIAL AND RECREATIONAL FACILITIES

Unit owners shall be financially responsible for any damage to the Social and Recreational Facilities caused by them, their guests and/or their lessees. The Condominium Association assumes no liability for the use of these facilities.

Suitable attire must be worn, and proper decorum maintained at all times. No food or beverages are permitted in the recreational facilities except the Social Room.

No person, other the immediate family or social guest of the unit occupant may utilize any of the recreational or social facilities of the Envoy at any time.

Daily visitors may not use our facilities unless accompanied by the unit owner, i.e. Social Room, Board Room, Exercise Room, Sauna, Pool Area, Tennis Courts and Shuffleboard Courts.

#### A. SOCIAL ROOM

##### PRIVATE PARTIES

1. Use of the Social Room is limited to unit owners and their immediate family only, for which a deposit or fee is not required in the expectation that the area used shall be cleaned and furniture replaced in its original condition.
2. Reservations for the exclusive use of the Social Room by an Envoy owner or lessee sponsoring an outside non- resident group must not exceed the authorized number of persons by Fire Laws. Reservations must be made at least thirty (30) days in advance with the management. Such reservations shall be filed by written application on forms supplied by The Condominium Association. Reservations will be accepted in the order of chronological application. A non refundable



usage fee of \$300.00 must accompany each reservation by an owner or lessee for a sponsored outside group and an additional deposit fee of \$125.00 shall also be made and may be partially or fully refunded if the room is left clean and in its original order of furniture placement and condition. Owners' or lessees' Family events (such as birthdays, anniversaries, etc.) where more than 12 persons are expected to attend shall only be required to post a \$125.00 refundable deposit which may be partially or fully refunded if the facility is left cleaned and all furniture replaced to its original location and condition.

3. Reservations for partial use of the social rooms by the unit occupant and non Family persons exceeding twelve (12) persons require a \$125.00 deposit which may be partially or fully refunded if the facility is cleaned and all furniture replaced to its original location and condition.
4. All functions in the Social Room must be terminated by 11:00 P.M. or otherwise approved by the Board.
5. In preparation for a reserved evening function, the Social Room may be closed for the entire day.
6. In preparation for a reserved daytime function, the Social Room may be closed until such time as is required to restore it to regular usage.
7. Unit owners shall be responsible for all contractors and employees engaged for any function. They shall be held responsible for any possible damage, and for restoration of the Social Room to proper order and cleanliness by 12:00 noon on the following day.
8. No ceiling or wall decorations shall be used unless removable without damage or defacement of these areas.
9. Reservations of the Social Room for personal projects such as sales, lectures, demonstrations, etc. shall not be permitted without special approval of the Board of Directors.
10. Unit owners will furnish The Condominium Association a Hold Harmless Agreement.

#### B. BILLIARD ROOM

1. Children under eighteen (18) years of age are not permitted in the Billiard Room unless accompanied by an adult owner or approved unit occupant of at least eighteen (18) years of age or older.
2. The Billiard Room must be vacated by 11:00 P.M.

#### C. SWIMMING POOL, POOL DECK, HOT SPA AND CABANA BUILDING.

1. Use of the swimming pool and hot spa is restricted to the posted hours from 7:00 A.M. to Dusk but not in any case past 9PM.
2. Owners, guests and lessees must read the rules posted at the pool area and abide by all posted rules.
3. The pool area facilities are restricted to the use of unit owners, their guests or lessees. Visitors shall not be permitted the use of the pool area unless accompanied by a unit owner or approved unit occupant.
4. Residents and guests shall wear suitable covering over their bathing attire and suitable footwear going to and from the pool area. No cut-

offs are permitted in the pool or hot spa. Long hair exceeding 8 inches in length shall be collected in a head covering.

5. Children under eighteen (18) years of age shall be accompanied by an adult, age 18 or over who is responsible for their safety and behavior in the pool area.
6. Children who are unable to swim must be accompanied by a responsible adult in the pool.
7. Children in diapers are not permitted in the pool at any time unless they are fitted with approved protective swimwear to prevent the leakage of liquid and/or solid fecal matter.
8. Children under the age of twelve (12) years of age are not permitted in the hot spa at any time even with direct supervision by an adult at least 18 years old or older.
9. Persons dressed in bathing suits and/or using suntan lotions or oils must use towels to cover lounges and/or chairs. Wet bathing attire should not be placed on pool furniture.
10. A soap shower shall be taken to remove all body oils and suntan lotions before entering the pool or hot spa.
11. Persons having any skin or communicable disease, inflamed eyes, and/or ear discharge, or any open sores are prohibited from use of the pool and hot spa.
12. Persons shall not use hairpins, clips and similar type items in the pool, as these objects tend to cause damage to the pool filter system. Persons with long hair must wear head coverings or tie back long hair.
13. Food, alcoholic beverages and glass containers are prohibited and not permitted in any portion of the pool area.
14. Pets are prohibited in the pool or recreational areas at all times.
15. Toys, floats, rafts, scuba fins, inflated rubber or plastic tubes are not permitted in the pool or hot spa. Swim assistance hand boards and foam noodles are permitted.
16. Running, shouting, loud volume radios, ball playing and any games involving splashing of water or throwing of objects is prohibited in the pool area.
17. Diving or jumping in the pool area pool or hot spa is not permitted.
18. Furniture or equipment shall not be removed from the pool area at any time. Furniture must be kept at a minimum of 3 feet back from the edge of the pool and spa. An open walkway must be maintained at all times. No furniture such as lounges or chairs is permitted to partially or totally block the entry and exit areas of the pool and the stairs and landing there from.
19. Life saving equipment is reserved for emergency use only.
20. Towels, clothing or other items must not be placed or hung from any structures around the pool area.
21. Reservations of chairs or lounges are not permitted for longer than 15 minutes. They are available on a first come, first serve basis, while the bather is in the pool area only.
22. Refuse shall be deposited in trash receptacles around the pool area. Cigarettes, cigars and pipe ashes should be placed in sand receptacles.
23. Smoking is only permitted in the designated area(s).



#### D. EXERCISE ROOM AND SAUNA

1. Children under eighteen (18) years of age are not permitted in these facilities unless accompanied by a unit owner or approved unit occupant at least eighteen (18) years of age.
2. The warning sign on the door of the sauna must be read before entering.
3. Exercise room and sauna must be vacated by 10:00 P.M.

#### E. TENNIS COURTS, SHUFFLE BOARD COURT AND EXERCISE ROOM

1. Use is restricted to the hours of 7:00 A.M. to Dusk but not later than 9PM.
2. Children under eighteen (18) years of age must be accompanied by a unit owner or an approved unit occupant over eighteen (18) years of age.
3. Use of these facilities require that at least one unit owner or lessee 18 years of age or older must be present during use of these facilities by guests.

### XVIII. BUILDING MANAGER

- A. The Manager is in charge of all employees, who are responsible to the Manager for carrying out their respective assignments. The Board has designated the Manager to act in its behalf in personnel matters subject to the Board's approval. Dismissed employees are not permitted access to the building.
- B. Complaints regarding employees should be filed in writing with the management.
- C. The number of persons occupying each unit must be available to management in case of emergencies.
- D. When the office is closed, doormen are not permitted to open the office for personal use of unit owners. Do not request personal service from employees during working hours.

### XIX. SECURITY

- A. Doorman – Visitors and trades personnel will be announced by the doorman. The front desk will maintain a daily ledger registering daily arrivals and departures, and a ledger with owners' signatures listing names of approved persons permitted access to their apartments. Only persons listed in the ledger will be permitted in the building.
- B. House Keys – Owners will provide the management with a duplicate set of keys to be kept in a locked cabinet in the office for EMERGENCY USE by proper authorities. These keys must be available on the premises at all times to allow immediate access to an apartment for dire emergencies which may require life saving measures, as well as coping with the perils of fire and water damaging adjoining units and common property. These emergency keys will not be available to arriving guests or working personnel. Owners may leave an additional set of keys to be kept in a locked cabinet in the front desk for the use of guests, maids and service people in the owner's absence.

An owner not in residence may telephone management (561) 478-4752 or (561) 684-6136 for additional approved persons to be admitted to the building provided the owner has left the additional set of keys for that purpose. Maids and service people of long standing will register at the desk, pick up keys to the apartment in the owner's absence and return the keys to the doorman when signing out. When the owner is in the apartment, all personnel will be announced when signing in. Newly-hired maids and service people must present proper identification before registering in the daily ledger. House keys must be returned to the front desk by maids and service people and must not be taken out of the building. Keys kept by working personnel pose a threat to our building security. Owners of automobiles left for 3 days or more in authorized areas should leave the keys for the car with the doorman and may be moved if necessary due to an emergency or area maintenance efforts.

- C. Side service entrance exit doors – Must be used in the daytime by persons going to and from the pool area. Proper attire and footwear must be worn at all times. Posted door notice will alert individuals when the doors are alarmed, and must not be used as an exit from the building except for emergencies.
- D. Presidential Way Association (P.W.A.) – The main entrance Lands Of the President security gate must be notified of the arrival of guests, maids and/or service people. In all circumstances arriving guests, not on the permanent guest approved list must be called in to the front gate at 561-471-1001 by entering, at the prompt, your assigned unit security code and in following the instructions. Emergency Front gate telephone number is 561-686-8689 and may be used to report suspicious observed activity or an emergency need. All non resident entry to the Lands of the President requires a government issued identification card.

### XX. ASSESSMENTS

- A. Assessments shall be payable within 30 days of notice or in such other installments and at such times as may be fixed by the Board of Directors.
- B. All notices of assessments from The Envoy to the unit owners shall designate when they are due and payable. Assessments and installments thereof not paid when due, shall bear interest from due date at eighteen (18%) percent per annum.
- C. Maintenance charges are billed monthly by means of an annual Coupon Book and are payable in advance either monthly, quarterly, semi-annually or annually.



## XXI. HOUSE RULES AND REGULATIONS ENFORCEMENT

- A. The Envoy has established a House Rules and Infractions Committee whose function is to ensure that all Envoy rules, regulations and procedures are enforced in accordance with published policies. This Committee is empowered by the Envoy Board of Directors to receive, hear, evaluate and enforce all Rules and Regulations as contained in both this information summary booklet and all Envoy policies.
- B. The House Infractions Committee is empowered to establish monetary and other penalties including restrictions in the use of facilities and services for confirmed violations. Monetary penalties can range up to \$250.00 for each violation to a maximum of \$2500.00.
- C. Committee recommendations and actions on any issue brought before the Committee are subject to Board consideration and approval

The Board requests your cooperation in helping us enforce the Rules and Regulations which are in the best interest of all unit owners. These Rules and Regulations are essential to the smooth operation of our Condominium. This Handbook **MUST BE MADE ACCESSIBLE TO GUESTS UPON THEIR ARRIVAL.**

Approved by: \_\_\_\_\_

THE ENVOY CONDOMINIUM ASSOCIATION, INC.  
BOARD OF DIRECTORS;

June 1, 2016

## STORM SHUTTER APPROVAL PROCEDURES

### FOLDING SHUTTER SPECIFICATIONS FOR INSTALLATION AT BALCONY RAILING.

1. STANDARDS – Vendor must meet South Florida Building Code for storm shutters, including Wind Test from Miami Testing Laboratory, Inc.
2. MATERIALS – All Aluminum extruded materials, stainless steel wheel carriers and nylon thumbscrews or similar device for locking in stack position and together for storm protection. 1¼" x 11¼" window slats reinforced for maximum strength. (No snap fit or glue in windows).
3. DESIGN – 4" wide vertical slats hinged together to fold, moving in top and bottom tracks. Aluminum ¼" rod locking device with 3/8" nylon thumbscrews to lock shutter back and together.
4. CURVATURES – In top and bottom track where necessary for shutter to follow contours, to be mitered and welded for minimum ease of operation and stacking.
5. FINISH – Must be electrostatic baked on enamel; color to be dark brown high solids, #8290N-104, Cook Mfr.
6. 4" minimum rain guard required.

### ROLLING SHUTTER SPECIFICATIONS FOR WINDOWS

DESIGN: 2" Wide horizontal extruded aluminum slats hinged together moving in 3" side tracks lined internally with woven polypropylene runners. Shutter to be concealed in an overhead box unit with a removable panel for easy access.

SLATS: Horizontally hinged slats in extruded aluminum. The slats shall be limited in span to a 2" deflection (with additional supports in place.) The bottom slat will include a vinyl strip for sealing the shutter in the closed position.

TRACKS: To be extruded (6063- T5- T6) aluminum lined internally or on the surface with two polypropylene runners. (As in the mid track.)

HOUSING: To be squared in design with die cast aluminum end plates and an .040 formed aluminum skin. All housings are designed with a removable access panel.

DRIVE: The tubular motors are permanently lubricated and fit within the shutter tube. They are asynchronous, single phase, 120-volt, and shall be U.L. listed. The gear drive is made of stainless steel within a fully enclosed and permanently lubricated casing.

HARDWARE: All fasteners to be aluminum or non-magnetic stainless steel.

COLOR: Extruded aluminum slates to be dark bronze (DB-400) tracks and housing to be ivory (#SLIV).



THE ENVOY CONDOMINIUM SOCIAL ROOM

RESERVATION FOR PRIVATE PARTIES

The Social Room is reserved for: \_\_\_\_\_

Unit #: \_\_\_\_\_

Date: \_\_\_\_\_

Hours: \_\_\_\_\_

Reservations for resident sponsored outside groups is accompanied with a \$300.00 non refundable fee plus a refundable \$125.00 damage deposit Fee. This damage deposit fee is fully or partially refundable If the room is left clean and the furniture is replaced in its original location and condition.

Owner or lessee involved Family parties or events in excess of 12 persons are only required to post the refundable \$125.00 fee which may be fully or partially refunded if the room is left clean and the furniture is returned to its original place and condition.

All functions in the lounge must be terminated by 11:00 P.M. Social Room must be returned to normal use by 12:00 P.M. of the following day. The unit owner assumes full responsibility for all damage to the room and its contents. I acknowledge the rules and regulations governing activities in the Social Room, as outlined in the ground and building rules – XVI (Page 14).

\_\_\_\_\_  
\_\_\_\_\_

NOTE: reservations must be made at least 30 days in advance.

\_\_\_\_\_  
\_\_\_\_\_

THE ENVOY CONDOMINIUM  
2450 & 2480 Presidential Way  
West Palm Beach, Florida 33401

Date: \_\_\_\_\_

NOTIFICATION OF RESALE OR LEASE

This is to notify you, in accordance with Article X.B (1-a or 1-b) of the Declaration of Condominium of The Envoy, A Condominium, of the intention of to lease his/her/their Condominium Unit #: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note: this notification of lease must be accompanied by an application for lease. Also note on page (3) of the application lease, that a \$100.00 investigative fee is due and is not refundable.

THE ENVOY CONDOMINIUM  
2450 & 2480 Presidential Way  
West Palm Beach, Florida 33401

\_\_\_\_\_

Date: \_\_\_\_\_



**ADDENDUM: EXPANSION DEFINITION OF: "Service Animal"  
and "Comfort Animal" permitted at the Envoy**

Under US Government agencies such as Fair Housing Administration (FHA) and American Disabilities Act (ADA) (administered by the US Department of Justice) below is a brief general summary of the provisions applicable.

"Service Animal" is "a dog"... that is individually and specifically trained to do work or perform tasks for the benefit of a person with a disability... which is a mental or physical condition which substantially limits a major life activity such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

To be considered a "Service Animal" the animal must be trained to perform tasks directly related to the person's disability.

Comforting or giving love although clinically proven to be beneficial to people is not acknowledged as a trained "task" by the Department of Justice which enforces the ADA.

Some examples of trained tasks performed by psychiatric "Service Animals" (dogs) include bringing medications to alleviate symptoms, bringing a beverage so the person can swallow the medication, bringing a telephone to the person in an emergency, answering the doorbell or calling 911 or summoning help in an emergency.

Under the ADA regulations, no other animals qualify as "Service Animals". This includes dogs that are used purely for emotional support. Such animals are not "Service Animals" under the ADA (28 C.F.R. & 36.104) rule.

The Federal Housing Authority (FHA) does typically consider a "Comfort Animal" referring to an animal (dog) that can provide love, reassurance, social interaction, and other emotional benefits for a person. The animal does not have to be trained to perform physical acts since its function is to be there, not perform a specific task to alleviate a particular physical condition.

A "Comfort Animal" according to the FHA is one (training not required) that is there simply for the mental or psychological purpose of comfort of an individual who has an appropriate handicap substantially interfering with the normal life functioning of the individual so handicapped for which a Comfort Animal is prescribed.

This is no general permission as each case must be individually considered under the appropriate circumstances. The general circumstances are that a Psychiatrist, or Psychologist or other included qualified mental professional who has examined and treated the individual certifies the specific mental or Psychological condition that interferes with the normal functioning of the individual so handicapped for which the animal is necessary.

Such animals, weighing no more than 15 Lbs. may be individually considered, by the Board as certified "Comfort Animals."