

**RULES & REGULATIONS -Revised September 21, 2024**

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**PART 1**

**A. APPLICABILITY**

These Rules and Regulations apply to: OWNERS, OCCUPANTS, RENTERS, GUESTS, VISITORS, WORKERS and are intended to be applied in conjunction with Windsor H Condominium Association's

- Articles of Incorporation;
- Declaration of Condominium and Amendments;
- Bylaws;
- Rules & Regulations;
- Applicable UCO /WPRF requirements

**B. DISCLAIMER**

The following Condominium Rules and Regulations (hereinafter, "the Rules") reflect the key policies in place at Windsor H Condominium Association. They have been established for the benefit of all owners of condominium units at Windsor H Condominium (hereinafter, "the Condominium"). These Rules are intended to contribute to a clean, attractive, safe and healthy environment that assures all occupants' peaceful enjoyment of our community. They are also intended to protect and enhance the value of the property.

These rules are not, in any way, designed to unduly interfere, restrict or burden the use of such property. All Owners, approved Occupants, approved renters, and their guests and workers are expected to abide by the following Rules.

Please be advised these Rules - which all owners and residents are required to acknowledge and sign - may not necessarily address or represent ALL the applicable policies and restrictions. Therefore, you are advised to rely on this document in conjunction with your copy of the Association's governing documents - Declaration of Condominium and Amendments thereto, Articles of Incorporation, By-Laws and Rules.

**C. AMENDMENT**

These Rules can be revised in any way, at any time, by the Board of Directors as conditions warrant, provided that written communication is sent to each owner advising of the change(s) and further provided that no such Rule or revision is contrary to or inconsistent with the Condominium Instruments, which include the Declaration and Bylaws and all Amendments of the Condominium, or the applicable Florida Statutes.

**D. BOARD OF DIRECTORS' AUTHORITY**

To the extent permitted by law and the Condominium Declaration and Bylaws, the Board of Directors shall have the authority to issue or deny approval of any exception to these Rules. Such approvals shall be in writing and may be for the resolution of temporary problems or situations. Approvals may be revoked at any time.

The Board Of Directors shall have the power to waive any provision of the Declaration, Bylaws or Rules in order to accommodate any disabled residents and comply with the provisions of Federal and State law.

**E. ENFORCEMENT AND RELATED COSTS**

Any notice of violation of the Rules shall be deemed given when it is given in hand or mailed to the unit owner, via regular US mail, at the listed address, or by email.

If a unit owner's or resident's actions or violations endanger the health, safety and welfare of the residents the Board may take immediate action to remove or abate the violation and bring immediate legal action to enforce the rules.

Costs and expenses, including reasonable attorney's fees incurred in enforcing these Rules, shall be assessed by the Board of Directors against the violator and/or the unit owner responsible for the violation.

**F. OWNERS' INFORMATION**

It is the responsibility of all owners and residents to obtain copies of the Association's governing documents from the parties from whom they purchased or leased their units and to familiarize themselves with their contents. For additional information we also direct all owners to the Palm Beach County Clerk & Comptroller's Office and/or its website. There, Palm Beach County Official Records, including Windsor H's Declaration of Condominium and its By-laws, can be accessed.



## **PART 2**

### **RULES AND REGULATIONS**

#### **1. SMOKING**

**NO SMOKING-RELATED ACTIVITIES OF ANY KIND** are permitted by **ANYONE, ANYWHERE, ON/WITHIN** Windsor H property. This includes but is not limited to the use of tobacco, cannabis and vaping substances, products or materials. This prohibition applies **INSIDE** residential units, **ON** the common elements or **IN** Limited Use common elements (Porches/Patios/Parking spaces).

#### **2. PETS**

**NO PETS OF ANY KIND ARE ALLOWED ANYWHERE WITHIN WINDSOR H** living units or grounds, including those of any guests/visitors.

#### **3. OWNER & RESIDENT CONTACT INFO**

(A) Owners and residents are required to provide and update their current mailing address, telephone number(s) and vehicle license plate to the Association's Board of Directors / Property Manager. It would also be very helpful for Owners and Residents to provide the Association with their email addresses and updated next of kin contact details for use in emergencies.

(B) A census of all Windsor H residents is required to be completed bi-annually for submission to the State of Florida to confirm the Association continues to be in compliance with its "Age 55 housing for seniors" legal status.

**4. RESIDENTS WITH A DISABILITY** Residents who require assistance with mobility are encouraged to confidentially advise the Board so their unit can be flagged for special assistance by responders in an emergency.

**5. ARRIVAL/DEPARTURE NOTIFICATION** For all residents' health, safety and, all residents/occupants are required to advise a Board member of their expected departure and return dates for absences of (two) 2 weeks or longer. Residents are responsible for ensuring someone is assigned to check and properly maintain their unit during any such extended absences, including turning off their main water supply, emptying their outdoor A/C water containers, etc.

#### **6. UNIT LOCKS / KEYS**

All owners / tenants must provide the Board / Property Manager with the most recent keys to all external doors/locks to their units for safekeeping for use in the event of emergencies. Failure to comply may result in the unit door/lock(s) being breached in an emergency with no liability for damages to the Board or first responders.

#### **7. PARKING & PROHIBITED VEHICLES**

(A) All units are assigned **ONE (1)** yellow numbered Windsor H parking space.

(B) All Vehicles must park in their assigned space. Where a resident voluntarily permits another resident to park a functioning vehicle in their assigned space, the "Board" must receive written notification to this effect along with vehicle/license plate details. Otherwise, the relocation of that vehicle will not be recognized by the Board.

(C) Residents must register their vehicles with the Condominium by providing current owner and vehicle/license plate information.

(D) All vehicles parked on Condominium property must be current in registration and inspection and in good operating condition.

(E) **GUEST** parking spaces for Windsor H are so designated (in white) and restricted to Windsor H visitors' use only, for the duration of the visit - **NOT FOR USE BY RESIDENTS OR NON-WINDSOR H VISITORS.**

(F) Temporary parking of vehicles described in 6E in extenuating circumstances must be approved in writing on a temporary basis only by the Board of Directors.

(G) Only **ONE (1)** authorized motor vehicle per unit is permitted in each parking space, and no additional objects, including bicycles / motorcycles, carts, etc. can be "parked" therein or in the common areas, including walkways in front of the parking spaces.

(H) Residents with more than one (1) vehicle are responsible to make their own suitable alternate parking arrangements but cannot park in Windsor H white colored Guest parking spaces.

(I) No placement or storage in Resident/Guest parking spaces of the Condominium is permitted of personal items, RV's, campers, trailers, boats, seadoos, inoperable/abandoned, covered, all-terrain vehicles, dune buggies, commercial vehicles or larger trucks.

(J) Parking spaces must be kept free of leaking vehicles and their fluids as well as other sources of damage. Any units not in compliance will be held responsible for cleanup / repair costs.

(K) Parking signs are posted on the property and vehicles/their owners violating the parking policies are subject to enforcement actions, including towing, "booting", etc. **WITHOUT NOTICE** at their owner's responsibility and expense.



(L) Vendors or persons doing business for the Condominium, making deliveries, picking up/dropping off items, attending meetings or making repairs may park where necessary in Guest spots only (on a daily basis, not overnight) for the duration of completing the required Condominium business.

(M) Any vehicle parked in Guest spaces over two (2) weeks is no longer considered a visitor's vehicle but considered a resident's vehicle, unless pre-arranged with and pre-approved by the Board in writing. A vehicle(s) seen consistently parking in Guest spaces for more than a two (2) week period without pre-approval is subject to immediate towing WITHOUT NOTICE at their owner's responsibility and expense.

#### **8. BICYCLES**

Bicycles are not allowed on Condominium walkways or grounds. A Condominium-owned bicycle rack on Windsor Drive is provided for residents and their guests.

#### **9. LAUNDRY FACILITIES / CLOTHESLINES**

(A) Washers and Dryers are not permitted inside residential units. There are 2 coin operated washers and 1 dryer in each of the Upper and Lower Laundry Rooms for Residents use.

(B) To accommodate all residents, Laundry sessions are LIMITED TO A MAXIMUM OF 3 CONSECUTIVE HOURS. Operating instructions, including hours of use, length of sessions, cleanup and required documentation, are posted in these areas.

(C) Residents experiencing problems with the laundry equipment are asked to contact the service provider directly at the posted number to request service and then notify the Property Manager/Board.

(D) No clotheslines, clothing, laundry, rugs or similar material shall be hung or otherwise left or placed in or on common areas. No such articles shall be hung from any window or exterior portion of the unit or on the walkways or patio adjacent thereto so as to be exposed to public view.

#### **10. UNIT SALES, RENTALS (INCLUDING RENEWALS) & OCCUPANCY**

(A) Rentals of units are restricted to PRIVATE, SINGLE FAMILY residency only to a maximum of 2 persons specified on the lease. Residency/occupancy is permitted ONLY FOR ALL PERSONS AGED 55 AND OLDER, after approval by the Board of Directors on successful completion of the complete investigation process.

(B) No rentals or purchases of Windsor H units by LLC's and LLP's are permitted.

(C) (1) Formal investigation and approval by the Board of Directors is required for all units prior to their rental and/or sale/purchase.

(2) The Board requires from owners a minimum of 30 days written notice of their intent to lease their unit or renew a lease. This allows sufficient time to complete the necessary rental and sales application investigations and documentation processes.

(3) In exceptional circumstances, however, the normal time frame to complete the application process may be exceeded.

(D) A check of \$100 payable to Windsor H Condo Association must accompany all Purchase Applications and for all persons wishing to rent/reside in a Windsor H unit.

(E) A unit cannot be rented for one (1) year after the purchase's closing date.

(F) To avoid transient occupancy and to comply with legislation ALL rental leases must be for a minimum period of six (6) months plus one (1) day.

(G) Subletting, assigning leases or allowing undocumented persons to stay in the unit is strictly prohibited without prior Board written approval.

(H) Residential Units or common elements cannot be used for commercial purposes or to carry on religious or political meetings.

(I) Transient residency, including fractional ownership, Timeshare/Airbnb/VCRO-type rentals and multiple rentals annually, is not permitted.

(J) (1) No move-ins are permitted without full compliance with the above stipulations and issuance by the Board of a Certificate Of Approval.

(2) Payment to the Association of a \$100 administrative processing fee may be required in cases of non-compliance.

(K) A notice listing the details of a pending sale of a unit ("under contract") shall be posted on the Association Bulletin Board for a minimum period of 14 days before the sale can be finalized.

(L) Further to (K) above, the Condominium has the Right of First Refusal with respect to all units being purchased. At its sole discretion the Board may assign that right to a unit owner.

(M) No listed unit owner may own more than one unit in Windsor H.

(N) (1) All sales / purchases of Windsor H residential units must be on a "cash only" basis - NO MORTGAGES ARE PERMITTED. (2) NO REMORTGAGING OR REFINANCING is permitted without prior notification to and approval by the Board.

(O) ESCROW PAYMENTS (IN ADVANCE) ON PURCHASES MAY BE REQUIRED AT THE BOARD'S DISCRETION. In such cases the owner is still required to make the regular monthly maintenance fee payments

(P) The only non-residents permitted to remain in a unit while the resident is not present are (1) owners' children aged 25 and older if married; (2) their children aged 30 and older if unmarried; (3) their parents; (4) their siblings; (5) Approved "Lifetime Occupants".



**(Q) (1) Social Visitors, not including those listed in 9P (1-4) above, are permitted to stay in a unit ONLY while it is occupied AT THE TIME by a resident.**

**(2) The maximum annual stay of a Social Visitor is 30 days in a 12 month period, with written notification to the "Board" of the visitor's identity, relationship and length of stay where it is for 15 days or more, up to the 30 day limit.**

**(3) Violations of this Rule will be subject to the Board's withdraw of its Certificate of Approval (Rental) and Legal action required to remove the unauthorized visitor, including legal and associated costs for such action.**

**(R) A unit owner is not permitted to reside in a tenant's residence.**

**(S) If a guest creates a nuisance on the property or to other residents the Board shall have the right to request that the guest leave/ not return. Responsibility for such supervision of their guests shall rest with any owner/resident who is the host of such guests. Unit owners/residents will be deemed responsible for any damage caused by their guests and Rules violated by guests shall be deemed to be violated by the unit owner and/or resident.**

**(T) Unit owners will reimburse the condominium for the costs incurred as a result of the unit owner's/resident's guest(s) inappropriate actions.**

#### **11. MAINTENANCE FEES/DELINQUENCIES**

**(A) All designated monthly maintenance fees from Owners are due on the first day of each month. Payment arrangements are to be made with Pruitt Property Management at 561-432-3076.**

**(B) Unit owners who are more than sixty (60) days past due with their monthly condo fee payments may have their common element privileges, including parking, revoked.**

**(C) A \$25 late payment fee will be applied for late payments after 10 days of delinquency. Liens and their associated administrative, court and legal costs will be enforced against the unit owner who fails to pay their maintenance fees for two (2) consecutive months.**

**(D) Tenants of a delinquent unit owner may face the same revocation of common area privileges, including parking, as their delinquent unit owner.**

**12 INSURANCE (HOME OWNER/RENTERS) (A) The Board highly recommends condo insurance coverage be taken out by all unit owners. The Association maintains insurance for the common elements only**

#### **13.WATER LEAKS / WATER SHUT-OFF**

**To prevent costly water leaks, water shut-off valves are located on the ground floor catwalk (1 per unit - 2 units served in 1 compartment). Residents are responsible to familiarize themselves with the proper location and operation of their unit's valve and must turn it off when they will be away from their residence for 2 weeks or more. Any in-unit water leaks, excessive moisture accumulation or findings of mold must be reported immediately to the Property Manager / the Board.**

#### **14.WATER HEATERS**

**Due to the high cost of remediating water leaks/penetration damage, the severe inconvenience and potential health risks (from mold) all units' water heaters must be changed within ten (10) years of their listed manufactured date. The Association reserves the right to conduct such inspections to ensure compliance.**

#### **15.UNIT & COMMON ELEMENTS REPAIRS/ RENOVATION/ALTERATIONS/ADDITIONS**

**(A) Before undertaking ANY of the above activities inside or outside their units, owners (and renters) are REQUIRED to submit a written request along with a completed Architectural Review Application Form and appended designs, working plans, drawings, specifications, to the Board Of Directors for Approval.**

**(B) Aside from emergencies (as solely determined by the Board) all such work, once approved by the Board in writing, is restricted to daytime hours Monday to Friday between 8 a.m. and 5 p.m. No work is permitted on Saturdays, Sundays and Statutory Holidays.**

**(C) All flooring installations require the installation of the necessary standard of noise suppression materials, (D). NO OBJECTS, including shutters, awnings, screens, sunshades, air conditioners, deck/terrace covers/equipment, antennae, satellites or similar objects may be placed on / attached to a unit's exterior or the common elements without prior written Board approval.**

**(E) (1) All unauthorized installed / attached objects / materials in units or common elements must be removed by the owner at their expense upon written direction from the Board. AND**

**(2) the affected area(s) must be returned to their pre-existing, lawful condition. (3) The costs for all damages and any removal and restoration expenses incurred by the Association resulting from a unit owners unauthorized renovations/installations will be charged to the unit's account.**

#### **16.UNIFORM EXTERIOR APPEARANCE**

**All units must maintain a uniform exterior appearance (windows, doors, blinds, shades, etc.).**



#### **17. SEASONAL DECORATIONS**

- (A) seasonal decorations, including decorative lights, are permitted on the façade of the units providing this is done in a manner not to cause damage. (B) Seasonal decorations must be removed promptly after the appropriate holiday (Christmas, Hanukkah, etc.)
- (C) All decorations are subject to review by the Board upon complaint of any unit owner.
- (D) The Association has the right to require any owner to remove any decorations upon written notification to that effect.
- (E) Decorations on the common areas other than the façade of the units require advance approval of the Board and will be considered on their individual merits."

#### **18. GARBAGE/RECYCLING & LITTERING**

- (A) There shall be no littering permitted.
- (B) All garbage and recycling materials are to be securely wrapped for disposal in the designated dumpsters/recycling bins. Separate containers are provided for newspapers, cardboard and plastic bottles/cans.
- (C) Residents must not place plastic grocery bags in the recycle bins.
- (D) Under no circumstances is any trash, recycle items or Construction/renovation materials to be dropped or left on the ground or remain on the property in public view.
- (E) (1) No household furnishings, electronic devices, remodeling materials or construction debris are to be placed in any dumpster. Offsite removal of the latter items are the responsibility of the affected unit owner
- (F) The dumpsters are for residential refuse of the residents only and no industrial, commercial or refuse from offsite may be placed in them.
- (G) items left near dumpsters must be in compliance with the 1 cubic meter limit and the non-prohibited items list provided by UCO. and posted onsite.
- (H) Bulk pickup of acceptable larger items is scheduled for Fridays.
- (I) Violators of the requirements noted in the section will be subject to being charged for any resulting cleanup and removal costs incurred by the Association.
- (J) Residents are reminded to be vigilant for predatory animals (e.g. racoons, alligators, etc.) when using the waste and recycling bins, especially after dark, and to notify Security / Animal Control in the event of such an encounter.
- (K) Residents asked to report damaged waste / recycling containers to the Board who will in turn notify UCO's LCAN.

#### **19. PEST & TERMITE CONTROL**

- (A) (1) For hygiene and public health purposes, annual Pest Control activities inside the living units will be scheduled with advance notice. including separate Termite Inspections and Pest inspections/treatments which are mandatory for all Windsor H units. All interior wall areas - underneath sinks, the patio, closet openings to attics, etc. - must be kept clear to allow proper access.
- (2) Suitable arrangements need to be made by the owner/resident to have someone present at these times, failing which the Board of Directors will arrange for its appropriate agents to be present during the inspections and any associated costs will be charged to the unit.
- (B) (1) Residents/owners whose units are subsequently affected by pests/insects/rodents are asked to contact the pest control contractor listed on the Bulletin board for complementary service.
- (2) If not satisfied with such requests for pest control service, residents/owners may contact the Board for assistance.
- (3) Due to the heightened risk of spread to other units and the significant potential costs and disruption, whenever termites are suspected to be present the affected resident/owner must notify the Property Manager/Board promptly for necessary investigation and consultation with service providers.

#### **20..BUILDING SAFETY AND SECURITY**

- (A) Unit numbers must be visible at all times.
- (B) No cameras / video surveillance equipment are allowed to be installed outside of the unit door recording any part of the common area structure or common area grounds.
- (C) No items can be placed on, affixed to or hung from the second floor railings.
- (D) No holes of any kind can be made to any part of the building structure. Where this is done It is the responsibility of the unit owner to repair the damage to the original condition failing which the association will arrange for suitable repairs, the costs of which Shall be charged to the owner's account ledger.
- (E) Storage items must be kept within the designated storage space allocated in the Storage room to the applicable unit.
- (F) No items or trash, dirt, water etc. are to be tossed onto the common areas as this is a health and safety issue, particularly for first floor residents.
- (G) No awnings, canopies, shutters, radio or TV antennas or satellites shall be affixed to or placed on the exterior walls or roofs or any part thereof without the prior consent of the Board to an owner's written request and the accompanying architectural drawings/specifications submitted on the approved form.



## **21 HAZARDS, CLEANLINESS & HYGIENE**

For health and safety reasons,

- (A) Sporting equipment, furniture and other personal articles shall not be left in the common areas.
- (B) It is not permitted to shake mats/rugs outside the living units or sweep indoor debris onto the exterior common areas.
- (C) Objects such as chairs, tables, plants, mats, etc. cannot be left unattended at any time on the catwalks due to Fire Dept. Rules. Chairs must be taken inside when not in use.
- (D) To prevent spread of disease and damage to the catwalks, owners/residents of living units with window air conditioning units are required to keep their water buckets cleaned and emptied regularly.
- (E) Storage of dangerous, hazardous, flammable or explosive materials, etc. in units or storage spaces is strictly prohibited.
- (F) (1) To prevent accidents / injuries and maintain the physical appearance and integrity of the property, residents and their visitors are asked to be particularly attentive when navigating the walkways, stairways and grounds and use the provided handrails for their safety.  
(2) Residents/Owners are asked to report any building-related damage or deficiencies, e. g. damaged walkways, stairs, railings, water leaks, burned out lights, etc. to the Property Manager/Board.
- (4) All accidents and injuries in/on Association property must be reported immediately to the Property Manager and/or the Board.
- (5) Complimentary contracted ambulance service is available for injured / ill residents.
- (G) At all times, and particularly during hurricane season, residents/owners shall take all reasonable precautions and in compliance with Condominium Rules, to secure loose furniture, equipment and personal articles which could pose a danger to themselves, others and Condominium property

## **22. BBQ GRILLS & FIRE / PATIO USE**

- (A) No personal BBQ's or flame-emitting devices are permitted on Condominium property or in residential units/porches/unit patios. A communal propane BBQ and patio furniture are provided on the central patio for residents' enjoyment', subject to the applicable operating and cleanup rules.
- (B) Under no circumstances shall a person do or permit anything within the Condominium which would be in violation of any regulation of the Fire Department or fire law, ordinance, rule or regulation pertaining to the same that exists or is hereafter promulgated by any public authority or fire industry body.
- (C) Residents planning parties on the patio are required to make a request to the Board for reservation of the facility

## **23. SMOKE DETECTORS**

- (A) Unit owners shall install and maintain, in good operating condition, smoke detectors as required by law in each unit.
- (B) The unit owner shall be responsible for keeping the smoke detector(s) operable at all times

**24. ALCOHOL and DRUG CONSUMPTION** No alcohol or illicit drugs are permitted to be consumed on the Condominium catwalks / walkways.

**25. NO HOARDING / BLOCKING ACCESS** Due to the lethal effects of smoke / fire in multi-occupancy dwellings such as Windsor H, residents are prohibited from engaging in 'hoarding' activities or blocking access / egress to/from or within their units.

## **26. NOISE AND NUISANCE**

In consideration for the well-being of one's neighbors:

- (A) no use or practice shall be allowed which is an unreasonable source of annoyance to the owners and residents of the Condominium or which unreasonably interferes with the peaceful possession or proper use or enjoyment of the Condominium by others.
- (B) No excessively loud noises and/or loud parties are permitted at any time.
- (C) 11 p.m. until 7 a.m. are the Condominium's designated "quiet hours". No loud noise or disturbance, including from music, musical instruments, tv's, radios, electronic devices, etc. are permitted then. Volume levels must be low enough to ensure all sounds remain within the living units.
- (D) As a courtesy, residents are to avoid standing outside neighbors' doors to use cellphones, tablets, etc., or to converse with others as such noises can be a nuisance to persons in adjacent units, including some who work nights/sleep in the daytime, and others may be unwell.

## **27. VISITORS'/GUESTS' COMPLIANCE**

For the safety and well-being of residents and maintenance of the physical integrity of the property, all visitors/guests are required to abide at all times by the Condominium's applicable rules. Their failure to comply may result in them being 'banned' from the property and potential legal action taken as appropriate. Residents and/or their unit's owner are responsible for their guests'/ workers' behavior when hosting visitors/ guests or allowing them to stay with them.



## **28.CHILD SUPERVISION**

For Health and Safety reasons:

- (A) Visiting children must be supervised at all times by their caregivers.
- (B) No skateboarding, rollerblading, ball playing, hoverboard riding, scooter riding, excessive noise, etc. are permitted on Windsor H property confines.

## **29. VISITORS "CALL-IN"**

Residents' telephone landlines or cell phones must be used to "call in" their guests. Residents can register their phone with UCO (United Civic Organization) and/or use the online visitor notification procedure.

## **30.CONTRACTORS/DELIVERIES/MOVING**

- (A) Notification by Owners/residents of residents moving in/out of Windsor H must be communicated to the Property Manager/Board at least three days prior to the event,
- (B) Unit owners are responsible for all repair costs resulting from damage to the condominium property as a result of their/their tenants' move-in / move-out or deliveries to their units.
- (C) A \$100 security fee will be charged to a unit for all move-ins to be used for repairs resulting from the resulting damage / wear and tear of the common elements
- (D) Prior written notification with reasonable notice time must be given by owners to the Board for unit plumbing repairs where the water to other units may need to be turned off (between 9am - 5pm Mon - Fri).

## **31.CANVASSING/PEDDLING/SOLICITING/ ADVERTISING**

- (A) No person shall enter or go through the Condominium for the purpose of canvassing the residents; or for vending, peddling or soliciting orders for any merchandise or written materials of any kind or nature whatsoever; or soliciting donations or contributions.
- (B) No notice, sign, signal, illumination, advertisement, poster, notice or any other lettering shall be exhibited, inscribed, painted, attached, affixed, installed, exposed on or at any window, exterior door or any part of the exterior of a Unit or in or on the interior of the unit if the same Shall be visible from the exterior of said Unit.
- (C) No signs of any type shall be placed on the common areas or so as to be visible from the common areas without the permission of the Board of Directors or by Court Order.
- (D) No "For Sale/For Lease" signs shall be placed in unit windows or on doors.
- (E) Yard sales on the property are prohibited.

## **32. IMPROPER USE OF COMMON AREAS**

- (A) There shall be no use of the common areas which injures or scars the common elements or the plantings thereon, e.g. taking "shortcuts" through or using the grassed areas rather than using the walkways increases their maintenance and repair costs, or causes unreasonable embarrassment, disturbance or annoyance to the owners/residents in the enjoyment of the property.
- (B) The planting of bushes, trees, herbs, flowers, fruits, vegetables, greenery, etc. is prohibited in all common areas unless approved in writing by the Board upon request by a resident.
- (C) Residents with mobility devices are required to ensure that their equipment is in good working order such that they do not damage the walkways/common elements. Those found not in compliance will be subject to recovery of costs sustained by the association for resulting repair/replacement.

## **33.ILLEGAL ACTS/ACTIVITY -NO DRONES**

- (A) No person shall engage in or permit any illegal activity in or on the property's confines, including acts that conflict with applicable laws, ordinances, zoning and other governmental regulations and all applicable rules adopted by the Board.
- (B) A violation of any law, local or otherwise, shall be deemed a violation of the Rules of the Condominium and the Board of Directors, on behalf of the Condominium, reserves the right to notify local authorities of any illegal activity as well as seek their own civil remedy, if relevant.
- (C) No drones are permitted to be used from/on the Condominium property.

## **34.FLAGS, WIND CHIMES, WIND SOCKS, BIRD FEEDERS, PLANTERS, FLOWERPOTS**

- (A) Displaying the flag is limited to the American Flag. Unit owners/residents assume responsibility for any damage the mounting of flags causes to, in or on limited common areas, including balconies, decks and patios. The cost of repairs will be charged to the unit owner.
- (B) Wind chimes and wind socks are prohibited in the common areas, including hanging them on outside doors.
- (C) Birdfeeders and other animals' feeders are prohibited in common or limited common areas, including decks, balconies and patios.
- (D) Feeding of animals is strictly prohibited as it compromises hygiene, public health and the property's cleanliness.
- (E) Planters and flower pots are prohibited from being placed on the walkways or railings. The hanging of planters and flower pots from any balcony is prohibited



### **35.YARD SALES**

Yard sales, tag sales, garage sales and other similar activities are prohibited except as authorized by the Board of Directors in writing.

### **36.CONFLICT OF INTEREST**

No owner/resident shall engage any employee of the Condominium on any private business matter nor shall he/she direct, supervisor or, in any manner, attempt to assert control over any such employee unless authorized by the Board in writing.

### **37.DELEGATION OF POWERS**

(A) The Board of Directors, in its discretion, may delegate its powers and duties with respect to the granting of consents, approvals and permissions under these rules to the property manager or any other agent of the Windsor H Condominium Association.

### **38.CONSENT REVOCABLE**

Any consent or approval of the Board of Directors given under these Rules shall be revocable at any time.

### **39. Designated Waste Disposal Area for Emotional Support Animals (ESA)**

1. Windsor H has a long-standing "No Pets" policy / Rule which prohibits pets of residents, guests, visitors, etc. from being anywhere on/in Windsor H common areas/residential units

2. Under exceptional circumstances, a qualifying resident applicant may receive approval from the Windsor H Condominium Association Board of Directors to keep an Emotional Support Animal (ESA) upon verification of a clinically indicated requirement.

3. Where official written approval has been given to a Windsor H resident to have an ESA, the following requirements are in place to ensure important health, safety, hygiene, sanitary, noise, pollution, property maintenance and peer relations considerations and must be always adhered to by the owner of the ESA,

(A) ESA owners must always practice proper decorum with respect to their ESA's activity and their handling, including:

(I) cleaning up promptly after your ESA whenever you take them for walks on the common areas.

(II) properly and promptly disposing of any waste your ESA produces along the way and in the designated waste disposal area (dumpster).

(III) Proper leash and control measures must be always practiced with respect to your ESA. ESA's must be kept on a leash when outside the living unit and their owners must maintain control over them at all times, including carrying them in their hands if necessary.

With retractable leashes, they cannot be more than 6 feet in length when used. These measures are needed to ensure the safety and well-being of the ESA, residents, guests and visitors.

(iv) The ESA must not engage in activity which creates damage, a nuisance or a threat to others by making excessive noise, running around, snapping at/biting others, congregating with other persons' pets, defacing the property or damaging grass/plants etc.

4. To facilitate the positive adjustment of ESA's within the Association, like many condo associations, Windsor H Condo Association has designated a specific pet waste disposal areas and a designated dog walking area in the SW area of the property as delineated in the diagram below.

5. Owners of ESA's who fail to comply with the rules and regulations noted in the foregoing will be subject to administrative and legal action, including but not limited to reporting to Palm Beach County Code Enforcement, levying of fines, removal of the offending ESA, etc.



### PART 3

#### ADVISORY

Windsor H Condominium is administered by a volunteer Board of owners. As such, the Board meets in session periodically, however Individual Board members are not able to address most owner inquiries as they do not have the legal authority to make most decisions which otherwise come under the Board's purview. We encourage owners to exercise patience and ask them to contact the Property Manager for most day-to-day issues  
Pressing matters requiring decisions by the Board should be directed to the Board at [WindsorH3@yahoo.com](mailto:WindsorH3@yahoo.com)

To remain efficient and cost effective, the Association urgently needs - and sincerely appreciates - owners' / residents' willingness to assist wherever/whenever possible. Please contact a Board member for further information.

### PART 4

#### ACKNOWLEDGEMENT

This Windsor H Condo Association Rules and Regulations Document is provided for owners' and residents' information. It is anticipated to be self-explanatory and easy to follow. The cooperation of all owners, residents and their guests in abiding by these Rules makes Windsor H a more safe, healthy and comfortable environment for all to enjoy.

### PART 5

#### SIGNATURE

I hereby acknowledge that I have read and understand the above Windsor H Condominium Rules and Regulations. I further agree to always abide by them. I also understand that violation of these "Rules" may result in appropriate enforcement actions being taken at the Association's sole discretion including, but not limited to, fines, reimbursement of legal fees, legal action, "back charging" of costs to the unit's maintenance fees, suspension of certain association privileges, etc.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ In City of \_\_\_\_\_, State of \_\_\_\_\_

Owner / Renter (Print) \_\_\_\_\_ Owner / Renter (Print) \_\_\_\_\_

Owner / Renter (Sign) \_\_\_\_\_ Owner / Renter (Sign) \_\_\_\_\_

Witness Name (Print) \_\_\_\_\_

Witness (Sign) \_\_\_\_\_



# WINDSOR "H" CONDOMINIUM



SCA