

RULES &  
REGULATIONS

Effective Date:  
JUNE 18, 2012

BANYAN PARK  
CONDOMINIUM

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## THE RULES WE LIVE BY

### PURPOSE

To ensure pleasant and comfortable living at the Banyan Park Condominium, this pamphlet summarizes many of the Condominium's rules and restrictions. The rules are designed to follow common sense necessities created when a large number of people live relatively close together. Please follow the rules. If the rules are not followed, then the Condominium's aesthetic environment will rapidly deteriorate, depreciating all owners' units in the Condominium.

Because this is only a summary of the Condominium's restrictions, you are urged to read the Declaration of Condominium of Banyan Park Condominium ("Declaration") and all amendments, Bylaws, and Articles of Incorporation. All these documents are collectively referred to as "governing documents." Your cooperation is appreciated by your neighbors. If you have any comments, then please provide them to the Association. In an emergency, all unit owners and tenants should call 911.

The definitions contained in the Declaration are incorporated in these rules. The owners, their lessees and guests are required to comply with all the provisions in the Declaration of Condominium, and the Association's Articles of Incorporation, Bylaws and these Rules. All Association approvals are issued by the Board of Directors unless the recorded documents require otherwise.

References to "Association" or "Condominium" refers to Banyan Park Condominium Association, Inc.

Please make this booklet available to all members of your family, and see that your guests and lessees are furnished copies for their information and guidance.

The following rules and regulations have been revised on this date. Please read carefully and adhere to all regulations. Approved June 18, 2012.

## WHO ARE WE?

The Banyan Park Condominium Association is the association running Banyan Park, including all common areas such as the pool and parking lot. The Association is also responsible to enforce the restrictions and rules, including those intended to preserve the appearance of the community. To pay for these efforts, the Association levies assessments. Unit owners must pay assessments to the Association to avoid liens on their homes and the potential foreclosure of their homes.

The Association's policies are created by volunteer directors. Owners elect directors at an annual members' meeting. Each unit is entitled to one vote for each director to be elected.

Directors volunteer for one and two year terms. The Association's structure is similar to almost every other corporation and association. The Board of Directors is comprised of directors. There are also officers of the Association who are elected by the directors. Officers are also volunteers. They are charged with implementing the directors' policies. The officers are a President, Vice President, Treasurer and Secretary.

Directors' meeting dates, times and locations are mailed to owners and/or posted by the mailboxes. Owners are encouraged to attend. Meeting schedules are subject to change particularly during holidays and summer. Check the notices to confirm date and time.

Please note that volunteers are exactly what the term means. There is no payment to directors for volunteering to serve the community. The community seeks to ensure a continuing pool of volunteers by treating each other with consideration and politeness, recognizing that all of us have the same goal, a successful community. We may disagree from time to time as to methods to that end, but those feelings should not leave a meeting room.

## USE AND OCCUPANCY

To ensure the residential atmosphere at Banyan Park, units are to be used as a private dwelling and for no other purpose. Individual rooms or a portion of an unit cannot be leased.

To ensure proper delivery of your mail please use the correct address of your unit as follows:

For Banyan Park Condominium:  
100 N.W. 70th Street  
Boca Raton, FL 33487

For owners or tenants use:  
110-170 (your building number) N.W. 70th Street  
Unit #(your unit #)  
Boca Raton, FL 33487

THE POST OFFICE WILL NOT ATTEMPT DELIVERY OF MAIL WITHOUT YOUR UNIT NUMBER.

### **ABSENCE FROM RESIDENCE/HURRICANE PREPAREDNESS**

Each unit owner who plans to be absent for an extended period of time, especially during the hurricane season, shall prepare his or her unit before departing by:

1. Removing everything from their balcony and patios;
2. Designating a responsible firm or individual to take necessary precautions to prevent storm and hurricane damage, and to care for the unit if the unit should suffer damage. The owner shall furnish in writing the name, address and telephone number of such individuals or firm to the Association.
3. Owners who fail to make hurricane preparations and/or make improper preparations for their unit, shall be held responsible for any damage done to the property of other unit owners, and/or to the common elements resulting from their failure. While the Association may undertake protective measures concerning units, the Association is under no obligation to do so.

### **ALTERATIONS AND MAINTENANCE**

To ensure that the aesthetic environment of the community continues, Owners are required to comply with the following:

1. Each owner is responsible for all non-structural interior maintenance and repair of his or her unit, including the balcony and patio areas, and the seal of the roof area where the screen/metal enclosure joins the building roof or wall.
2. No owner shall change the outside appearance of the common elements of

the building unless the owner has first obtained the Association's written approval and approval of all mortgagees holding a mortgage on his unit. Any approved change would be the sole maintenance responsibility of the unit owner.

3. No window or glass door shall be covered or obscured in any manner, other than drapes, curtains or conventional window shades or blinds. All window treatments determined by the Association to be unsightly shall be removed by the owner or resident. Unit owners are responsible for replacement of all windows and screens.

4. Recognizing that Owners should not undertake work upon common elements, repairs to Condominium property arranged for by an owner without the Association's prior written approval will not be paid for by the Association and likely will have to be removed.

5. The Board of Directors may at any time remove from the exterior areas of the Condominium unsightly objects to correct unsightly conditions.

6. No antenna, of any type, shall be erected by owners or residents on the roof or exterior walls of the buildings or other common elements. Any satellite dishes first approved by the Association shall be mounted on a stand on the roof of the building as directed by the Association.

7. Because of the increased noise transmission levels when floors are tiled or wooded, all units are required to seek approval before doing any floor work, with the exception of carpeting. The Association requires all tile and wood floors on the second floor to have sufficient underlay. A sample of the underlay and a contract showing the use of the underlay must be provided to the Association prior to any installation. The Association shall have the right to stop any unapproved work, the right to inspect any floor work done, and the right to demand removal of any flooring without sufficient underlay.

8. Owners with ground floor units may apply in writing for a non-permanent extension of their rear exterior patio. Non-permanent means pavers or other temporary flooring that does not require a City building permit. Any approved extension does not make the area owner property. It is only an easement to use the common area in question. Every request will be reviewed and decided on a case by case basis taking into consideration the neighboring conditions and anticipated effect on the surrounding area. In no event will any extension in excess of 11 feet deep by 13 feet wide be approved for a middle unit and in excess of 11 feet deep by 27 feet wide be approved for an end unit. Decisions will be made in the Board's sole discretion. The Board reserves the right to

require removal of any temporary extension for any reason whatsoever. Any owner with an extension is responsible for maintaining the area and keeping it in a clean and neat condition, and not allowing it to become a nuisance to neighbors.

### GENERAL RULES AND COMMON AREAS

1. **DRYING AND/OR AIRING:** Drying any item including linens, clothing, curtains, rugs, mops, bathing suits, etc. by the use of portable dryers or by hanging or draping articles on doors, windows, balconies, or patio furniture is not permitted.

#### 2. **SIDEWALKS & ENTRANCES:**

a) Sidewalks and entrances must not be obstructed, encumbered, or be used for any other purpose other than entering and exiting the premises. Obstructions or encumbrances include any personal item left on a sidewalk or in an entrance.

b) The Association has the right to remove obstructions. Obstructing articles may be held by the Association for three days after which the Association will provide for their disposal.

3. **SIGNS:** No signs, advertisements, notices or other lettering shall be exhibited, inscribed, painted or affixed to:

- a) any common element,
- b) the outside of a unit, or
- c) the inside of a unit which can be seen from the outside.

Nevertheless, 18"x 12" sized (maximum) open house signs shall be permitted on common elements for a period no longer than 12 hours.

4. **METER ROOMS:** Storage in the meter rooms is a fire hazard and restricts the reading of meters; therefore, the meter rooms shall not be used for the storage of any personal property. Any item found in meter rooms will be removed and disposed.

5. **SOLICITATION:** Door to door solicitation is allowed for political purposes only.

6. **FEEDING PETS AND WILDLIFE:** To prevent unsanitary and unsightly conditions such as decaying food, pets and wildlife shall not be fed outdoors. Additionally, no resident shall permit food to be placed outside and allow it to remain.

7. **KEYS:** To allow the Association entrance into a unit in an emergency to repair common elements or to perform the Association's maintenance, owners have a continuing obligation to deposit with the Association working pass keys to their units.

### LANDSCAPING

Proper and coordinated landscaping will help promote and maintain the community's natural beauty as well as conserve the Association's water supply and keep maintenance costs to a minimum. The following requirements are imposed to avoid lawn care problems, and protect underground easements for utilities and sprinkler systems:

1. Landscaping on common grounds is planned and directed by a landscaping company, with the Association's approval. To obtain the desired result of long range planning and design, Banyan Park residents shall not install or remove existing, trees, shrubs or plants in any area.
2. A lawn maintenance company is contracted to perform all necessary services required to maintain our lovely community. This includes cutting, trimming, edging, spraying, fertilizing and soil treatment, as necessary.
3. Residents and owners shall not plant on or beautify any part of the Condominium property without permission. Private plantings are not the Association's responsibility and may be removed by the Association at the expense of the present unit owner.

### IRRIGATION SYSTEM

The sprinkler systems are maintained, and watering is directed, according to season, by the Banyan Park's irrigation maintenance man. **DO NOT ATTEMPT TO CHANGE OR REGULATE ANY SPRINKLERS OR TIMERS**, as this will disrupt the system. Notify the Association's management of any problems.

### GARBAGE AND TRASH

**TRASH REMOVAL:** (Current garbage dumpster pick-up days are Tuesday and Friday; recycle pick-up on Thursday)

1. All **garbage and trash** must be placed in plastic bags, closed with ties and deposited with care in the **dumpsters** located in each cluster.

2. **Recycle bins** are located adjacent to the garbage dumpster in each cluster. Rules for these bins are as follows:

**YELLOW BIN - FOR THESE ITEMS ONLY**

1. Newspapers & newspaper inserts
2. Brown paper grocery bags
3. Corrugated cardboard boxes (look for the waffle).
4. Please flatten all boxes.
5. Magazines, catalogs & phone books

**BLUE BIN - FOR THESE ITEMS ONLY**

6. Aluminum: Beverage cans, foil & pie plates
7. Glass: Clear, brown and green glass bottles and jars
8. Plastic: All plastic containers
9. Drink Boxes
10. Milk & Juice Cartons
11. No plastic bags, no steel cans, please!

For more information on recycling call Solid Waste Authority at (561) 697- 2700 or (561) 930-2727 toll free!

3. No mattresses, carpets, bed frames or large appliances shall be deposited in the dumpster area. Removal of such items, from the premises, is the responsibility, of each individual owner.

4. Hot coals must not be placed in dumpsters.

5. All cartons must be broken down and flattened before putting them in the dumpsters.

6. No trash or garbage may be left outside of a unit at any time.

7. Household hazardous waste, i.e., paint, paint thinners, pesticides, etc. cannot be put in dumpster or left in dumpster area. They must be disposed of by resident at the County Hazardous Waste Collection Site.

**FIRE HAZARDS**

1. No grilling of any kind is permitted on balconies and patios and no storage

of LP gas containers is allowed, pursuant to City Code.

2. Flammable fuels such as propane and other gases shall not be stored inside units or on the common elements.

3. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist.

4. Generators may not be stored or used except during a period of power outage in the community. Generator shall be removed from the community within 48 hours after power is restored to the community. Generators shall only be placed on the ground floor, outside of a unit, at least fifteen feet away from the building. The generator is to be placed so that it is away from windows, doors, screens and vents, due to the risk of carbon monoxide poisoning that may result from improper use and to minimize sound transmission to units. Generators shall not be placed on balconies. Generators shall be operated pursuant to the instructions or directions for the generator's use.

#### **SALES, LEASE OR RENTAL RULES**

1. After approval by the Association, entire units may be rented. However, no units may be rented more than twice annually. All other regulations stand.

2. Move-in and move-out shall be between the hours of 8:00 a.m. and 8:00 p.m.

3. Temporary occupancy of the unit during the absence of the owner requires a letter to the Board from the owner each time members of their family or social guests wish to occupy the unit. The letter must be received by the Board before such visits, and must state the dates of occupancy, the names of the occupants and the relationship to the owner (i.e. brother, aunt, son, social guest). Place a copy of these rules and regulations in a visible and accessible location in your unit since all occupants are responsible for compliance regarding parking, garbage, noise, etc. This provision is for the mutual protection and safety of all residents of Banyan Park.

4. Providing vacation quarters for business associates and clients, as well as transient rentals is not permitted.

5. Application: Any owner, making a sale, lease, or other transfer of a unit, shall submit the following to the Association: 1) written notice containing the terms of the

offer he or she has received or which he or she wishes to accept; 2) the name and address of the person(s) to whom the proposed sale, lease or transfer is to be made; 3) two bank references and three individual references (preferably local); 4) a completed application form; 5) \$100 security deposit, if lease; and 7) any other information required by the Association. Application and notice forms are obtainable from the Association. All occupants of a unit must be listed on the application for lease.

6. Application and Screening fee: A non-refundable fee of \$100.00 per person for every unrelated adult and \$150 per married couple shall accompany each application, except for lease renewals.

7. Association Approval: The Association shall approve or disapprove a sale, lease, or other transfer within fifteen days after the Association receives a completed application and all supplemental information including a response from the prospective buyer/lessee's listed references. If the Association objects to the application, then sale or lease shall be void. The Board's determinations shall be final.

8. Leases:

a) No leasing will be permitted unless maintenance and assessment fees are kept current.

b) Security Deposit: A refundable security deposit made payable to Banyan Park for \$100.00 shall accompany each application to lease. Upon expiration of the lease the deposit, less any expenses incurred, will be returned to the depositor. The security deposit will be carried over for any approved lease renewal.

c) Frequency: No apartment may be leased more than twice per twelve month period. If the unit is subject to a lease at the time of sale, then the lease shall be permitted to run until it expires.

d) Duration: No lease may be for a period less than three consecutive months.

e) Recreational Facilities: When your unit is leased, your privilege of using the recreational facilities is transferred to your tenant, thus, prohibiting you and your family from using the facilities.

f) Lease Renewals: Lease renewals require the Association's written approval. Owners must notify the Association in writing at least thirty days in advance of the end of

the lease. If timely notice of a lease renewal is not provided to the Association, then the Association will presume that the tenant has vacated the unit. No tenant shall be permitted to remain beyond the expiration of their lease without Association approval. If lease renewal is approved, then owner must provide Association with a copy of the renewed lease.

9. Leasing Responsibilities of Owners:

a) Owners (or their designated agent) must interview the applicants and advise them of the regulations before filing an application with the Board for approval to occupy the unit. Remember NO pets are allowed in Banyan Park.

b) A letter from the owner (or agent) certifying that he/she has interviewed the applicant(s) and advised the applicant(s) of regulations must accompany the application. The Board will interview the applicant and notify the owner within fifteen (15) days from the date all supporting data has been received. No exceptions will be made.

c) No person may occupy the unit or move any items into the unit until the Board has advised the owner of the applicant's approval.

d) It is the responsibility of the owner to ensure that the tenant does not bring another person(s) to reside in the unit without the owner following the same procedure as designated for the primary tenant. (This also applies if the tenant is a relative.) In other words, no person may reside in a unit without an application and Board approval.

e) The owner (or agent) must inspect the unit at least once a year before and after a tenant's occupancy. In each instance, a letter must be sent to the Board certifying that the owner has inspected the unit. Proper maintenance is required.

f) The owner is responsible for the actions of the tenants and their guests.

g) It is the responsibility of the unit owners to provide new owners and tenants with the following:

- a. Condominium Documents.
- b. Keys to unit.
- c. Mailbox key.

d. Clubhouse/Pool Gate Key.

10. Non-Compliance Consequences:

1. Any violation or non-compliance with occupancy regulations and restrictions will result in one or more of the following:

- a) Rejection of the application.
- b) Request for the owner to evict occupant(s) within 24 hours.
- c) Referral to the attorney at the owner's expense.
- d) Right of owner to rent a unit will be referred for legal process to rescind privilege of renting his or her unit.

2. The Board of Directors has the right to refer any violation or noncompliance of rules and regulations to the attorney at the owner's expense.

GUESTS

1. Owners or tenants must be in residence when guests, other than family members, are staying at Banyan Park.

2. A "guest" is anyone who is not an owner, tenant or an Association approved occupant.

3. Unit owners and residents are responsible for their guests' behavior and decorum. Remember NO pets are permitted in Banyan Park whether you are a owner, tenant, resident or guest.

4. All guests staying at the Condominium for a period of twenty-four consecutive hours or more, or on a daily basis, must register with the Association their names, addresses, a description of their vehicles, if any, and the vehicles' license plate number.

5. All registered guests are permitted a stay of two weeks and may obtain an extension upon the Association's written approval. Incoming mail to a guest should be addressed in care of the owner or tenant's name.

## PARKING AND VEHICLE RULES

Because there is limited parking at Banyan Park, it is imperative that the following rules concerning parking of vehicles be followed to ensure that there are available spaces for all residents and guests.

1. Each unit is assigned one parking space. Use your assigned space for your ONE vehicle.
2. Two or more vehicles are allowed per unit only when there are two or more licensed drivers residing in the unit. The second and subsequent vehicles shall be parked in an available guest spot.
3. No vehicle, belonging to a unit owner, a member of a unit owner's family, guest, tenant, or employee, shall use parking spaces which are assigned to other owners or be parked in such a manner as to impede or prevent ready access to another owner's parking space.
4. No vehicles of any kind may be driven over or parked on the grass, roadways or sidewalks, except emergency vehicles. Guests attending a party will be required to use guest parking. Encourage your guests to car pool!
5. All vehicles must be registered with the Association. Parking decals are issued to vehicle owners. Parking decals are to be displayed on the rear window on the driver's side. Only vehicles with these decals displayed and vehicles of registered guests will be allowed to park in Banyan Park. Unregistered and unapproved vehicles are subject to being towed at the vehicle owner's expense.
6. All vehicles must have current registration and tags. Unit owners shall not permit any vehicle with expired tags or registration to remain on the property.
7. Parking spaces are only for automobile and pick-up trucks that are not otherwise prohibited under these rules. No commercial vehicle, which includes vehicles with commercial lettering or logos, or containing visible work equipment; vehicle in excess of eighteen feet in length; bus; recreational vehicle; boat trailer; lunch wagon; motorcycle or moped; and trucks, except for authorized pick-up trucks, shall be parked or stored on any portion of the condominium property.
8. Service vehicles shall only be permitted to park on Banyan Park property during the course of business and in an emergency. All other vehicles with commercial

signage shall be prohibited from entering the community.

9. Neither vehicles of any type or boats can be stored at the Condominium.
10. No maintenance or repair of vehicles or boats shall be permitted at the Condominium, including changing oil.
11. To keep the Association's costs and expenses to a minimum, each Owner is required to keep their parking space free of any rust, oil, or other automobile fluids and is responsible for cleaning any guest spaces fouled by persons visiting or residing in their unit.
12. The maximum speed limit is 10 M.P.H. Extreme caution must be exercised for the safety of all pedestrians, especially children.
13. No one is allowed to play in driveway or parking areas - e.g., the riding of tricycles, skateboards, etc.
14. No vehicle is permitted to be backed into parking space.

#### **CLUBHOUSE**

1. Use of the Clubhouse, picnic area and any other recreational facility is restricted to owners and tenants, and then only until dusk. Guests may use the Clubhouse only when accompanied by an owner or tenant.
2. Owners and tenants who desire to use the clubhouse for a private party or event must pay a minimum usage fee of \$25.00 and provide a refundable \$150.00 security deposit.

#### **BULLETIN BOARDS**

All posted announcements (with the exception of approved Banyan Park activities) shall be subject to the approval of the Board of Directors. The distribution of commercial advertising at Banyan Park is prohibited. Check the mailbox bulletin boards for information about meetings and social activities.

#### **POOLS AND PATIOS**

1. Because there is no life-guard on duty, common sense concerning health

and safety rules of pool use and operation is especially required. Anyone violating the rules will be requested to comply, or leave the pool premises and be subject to action by the Association. County regulations are posted at the pool.

2. The use of the pool is restricted to owners, tenants, and their guests when accompanied by an owner or tenant.
3. Normal swim wear shall be worn at the pool. Persons of any age needing diapers are not allowed in the pool unless the diapers are "swimmies" (i.e. waterproof diapers).
4. Pool hours are sun-up to dusk per health department.
5. Persons using the pool do so at their own risk. No one under the age of twelve is permitted to use the pool area unless accompanied by an adult.
6. Because of the pool's limited size, diving is prohibited.
7. Pool users must shower before entering the pool as required by Florida Law. An outside shower is provided. Showering helps remove excess suntan lotion which may clog the pool machinery and leave a residue on the pool walls.
8. No pets are allowed in the pool or the pool areas.
9. Beach towels MUST be placed on all poolside furniture before use.
10. NO SWIMMING DEVICES such as face masks, snorkels, flippers, floats or toys of any kind are permitted in the pool.
11. Glass containers are not permitted within the pool areas.
12. Cigarettes, cigars and pipe ashes must be deposited in the receptacles provided around the pool and shall not be thrown into the pool or on the ground. Please be considerate of those who do not smoke.
13. No food is allowed at poolside. Eating is restricted to the patio area. Trash and excess food must be properly disposed. Bar-b-que coals are not to be removed from the grill.
14. Owners or tenants are limited to 6 persons per unit at any one time at the

pool. You must make arrangements with the president of the Homeowners Association if you plan to host more than six persons, including yourself, at the pool.

15. No one reserving the clubhouse can permit his or her guests to use the pool. This will be strictly enforced due to insurance liability.

16. To preserve an aesthetic poolside environment, furniture and personal property of the recreational facilities shall not be removed.

17. Activities in the facilities shall be conducted in a manner not to interfere with the rights, comforts or convenience of other members. No musical instruments, radios, televisions or phonograph shall be operated in a manner that is disturbing or annoying to other members, nor shall any other disturbing noises be permitted.

18. Keys to the washrooms and clubhouse have been issued to owners. See the property manager for duplicate keys.

19. Please read the sign posted on the clubhouse wall opposite the pool for a summary of the pool rules.

20. Banyan Park residents shall be required to acquaint all guests - particularly children - with complete information regarding the rules governing the use of the pool and proper behavior around the pool areas.

### **PETS**

NO pets are permitted at Banyan Park. This restriction applies whether you are a owner, tenant, resident, guest or any type of visitor.

Notwithstanding the above, disability animals may be permitted upon prior showing of disability qualifications under current ADA law.

### **NUISANCES**

1. No resident shall make, or permit, any disturbing noises, nor permit any conduct that will interfere with the rights, comforts or conveniences of other residents. We are all neighbors. Courtesy is appreciated.

2. No musical instruments, stereos, televisions or radios shall be played at a noise level so as to disturb any resident.

3. Because of the increased noise transmission levels when floors are tiled or wooded, all units are required to seek approval before doing any floor work, with the exception of carpeting. The Association requires all tile and wood floors on the second floor to have sufficient underlay. A sample of the underlay and a contract showing the use of the underlay must be provided to the Association prior to any installation. The Association shall have the right to stop any unapproved work, the right to inspect any floor work done, and the right to demand removal of any flooring without sufficient underlay.

### **MONTHLY AND SPECIAL ASSESSMENTS**

All Banyan Park unit owners are required to pay assessments for expenses associated with maintaining the common elements of the development. Failure to pay assessments in a timely manner will impede the Association's ability to provide the condominium with the materials and services which attracted owners' attention when they bought their units. "Regular" assessments (sometimes called dues) are due and payable on the first day of every month without notice or demand and are delinquent if not received by the second day of each month.

A late charge will be assessed for delinquent assessments received after the 5th day of each month. If a unit owner is in default of any assessment payment for thirty days, then the Association may accelerate the remaining assessment installments. Each unit owner who is delinquent in paying assessments is required to pay interest, costs and attorney's fees concerning the assessment. If delinquent, the matter will be turned over to the Association's attorney. Upon the owner's continued delinquency, a lien will be placed upon the unit owner's property. If the unit owner fails to pay the amount due, then after the recording of a lien, the Association will file a lawsuit to foreclose its lien and obtain a judgment for the amount due.

A more detailed explanation of regular and special assessments is contained in the Association's Declaration and Bylaws. You are urged to read and refer to these provisions. You will receive mail when assessments are being considered by the Board so make sure to read your mail.

### **COMPLAINTS/SUGGESTIONS**

All complaints, requests or suggestions are to be submitted in writing only. These writings are to be placed in the locked mailboxes located at the mailbox clusters. Under NO circumstances should a director be contacted directly. Official records and other document requests must follow Association procedures as adopted from time to time by

the directors.

### ENFORCEMENT

All owners, tenants and guests are required to comply with all use restrictions, rules and regulations of the Condominium and rights and obligations created by the Declaration of Condominium and its Exhibits.

1. Violations of these rules and regulations by owners, children, guests, tenants and/or employees of owners, shall be the responsibility of the unit owner.
2. Each owner and tenant shall be responsible for their and their guests' (including children's), invitees, contractors, and or service personnel's actions and any damage caused by them.
3. Violations of these rules and regulations may subject the violator to any and all remedies available to the Association and other owners pursuant to the terms of the Declaration of Condominium, Articles of Incorporation or Bylaws of each respective condominium.
4. In the event of violation of any of these rules and regulations by an owner, guest, or tenant of an unit, the unit owner is subject to a fine, payment of the full cost of actual damage incurred, and any legal fees.

### CHANGES IN RULES & REGULATIONS

1. Any consent or approval, given under these rules and regulations by the Association, shall be revocable at any time.
2. These rules and regulations may be modified, added to or repealed at any time by the Association.

### CONCLUSION

This is the conclusion to many important and necessary Rules and Regulations.

Please, let us work together in the spirit of cooperation to maintain a happy, healthy and tranquil environment. It sounds like a lot to ask, however if we take pride in our homes, it will only prove that we care and want the very best for our families, our neighbors and ourselves.

**GENERAL INFORMATION**

Telephone Numbers:

Emergency	911
Police	911
Non-Emergency Police Fire	338-1333
Fire	911
Ambulance	911
Boca Raton Hospital	395-7100

**BANYAN PARK CONDOMINIUM ASSOCIATION, INC.**

**RESOLUTION ADOPTING RULES  
CONCERNING WATER AND UNOCCUPIED UNITS**

*WHEREAS*, units at Banyan Park frequently are left unoccupied when residents travel, when units are vacated and not leased, and for other various and sundry reasons;

*WHEREAS*, the Association does not desire to regularly enter units and unit owners and residents desire the same;

*WHEREAS*, news reports and conversations among unit owners repeatedly warn owners that units adjacent to and under unoccupied units have been devastated by water leaks, resulting in damages of tens of thousands of dollars;

*WHEREAS*, neighbors of vacant units are at the mercy of absent owners to adequately prepare the vacant unit to avoid water leaking into adjacent and lower units;

*WHEREAS*, there is concern that hazardous mold may develop in unoccupied units and on common elements because of absentee owners' failure to operate the unit's air conditioning;

*WHEREAS*, when water leaks from an unoccupied unit there is also significant damage to the Condominium's common elements and other areas for which the Association may have insurance coverage but for which the coverage may have a large deductible, thus initially transferring the expense of a water leak to all unit owners in the Condominium, even though all the owners were not responsible for the leak;

*WHEREAS*, water heaters have an estimated average life span of twelve years (*Consumer Reports*), which means that approximately half the water heaters leak and malfunction well before their twelfth anniversary, endangering property of the owner and owner's neighbors; and,

*WHEREAS*, air conditioning air handler condensation pans require regular maintenance or condensation water will overflow and create additional damage.

*NOW THEREFORE*, the Board of Directors of Banyan Park amends the Association's Rules and Regulations to add the following:

I. Unoccupied Unit Preparation and Care. To reduce the potential of water leaking and damaging an absentee owner's unit, and damaging units and common elements neighboring and below the vacant unit, if a unit is to be vacant for more than six days, then that unit's owner, regardless of whether the unit is leased, shall be responsible to protect against water leaks by taking reasonable steps including, but not limited to the following:

1. Water Heater. The unit owner shall turn off the unit's water heater utilizing the circuit breaker for the water heater in the unit's circuit breaker box and shall inspect the water heater drain to confirm that the drain valve is not leaking.

2. Water Valve. The unit owner shall carefully shut the unit's water main valve. The unit owner shall ensure that the proper valve is closed and that the effort to close the valve shall not damage or break the valve.

3. Draining. The unit owner shall drain water from the unit's pipes and water heater by opening the bath tub faucets until the pipes run dry at which time the unit owner shall close the faucets.

4. Air Conditioning. The unit owner shall set the unit's air conditioning fan to "auto" and the compressor to "cool." The unit owner shall set the thermostat temperature low enough to ensure that mold and mildew do not grow in the unit, and in no case more than 78 degrees Fahrenheit.

5. Electricity. The unit owner shall ensure that electricity to the unit shall not be turned off or permitted to be discontinued, unless there is a supply failure to the building in which the unit is located in which instance the unit owner is responsible for immediately inspecting the unit when power is restored, providing for proper ventilation to the unit in the interim, and properly disposing of decaying food and other waste.

6. Oversight. The unit owner shall ensure that a local, responsible person has keys to the unit, and that person shall inspect the unit no less than weekly to ensure that utility and mechanical systems are not malfunctioning, and that the unit is in good condition, maintenance and repair.

7. Response. If water intrudes or leaks into a unit, the unit owner shall immediately clean and remove the water, and report in writing the situation to the Association and to the owner of any unit from which the unit owner believes the water leak originated and to which water traveled.

8. Returning. When returning to his or her unit, the unit owner should take care to confirm that all faucets are closed before turning on the water main valve, and when opening the valve being careful not to turn the valve beyond what is necessary or damage the valve, and not to turn on the water heater until the heater has filled and there is no sign of leakage.

II. Preventative Maintenance of Water Heaters. To protect the Condominium and all unit owners, after \_\_\_\_\_, 2013, each unit owner shall annually inspect their unit's water heater, the heater's supply hoses, and the supply valves, checking for signs of rust, decay and leaking, repairing a heater and replacing hoses as necessary. If the heater is over fifteen years old, even if in apparent good repair, a unit owner shall replace: the unit's water heater; hoses; and, if the supply valve is not a ball "arm" valve, then the valve. Repairs and replacement shall be by a properly licensed professional and permitted as required by law and the Palm Beach County Code. Hoses shall be replaced no less often than when a heater is replaced with new armored or reinforced hoses.

III. Preventative Maintenance of Air Conditioner. No less than quarterly the Owner shall place

a chlorine or other effective anti-mold and algae tablet or solution in the air conditioner condensation pan. No less than annually the owner shall clean the condensation pan and the condensation pan drain pipe/line.

DATED, this 13<sup>th</sup> day of April, 2013.



Darlene Boyd, Corporate Secretary

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