

Delray Racquet Club Association, Inc.
Rules and Regulations
Revised June 25, 2024

RECORD OF CHANGES

REV	DATE CHANGE APPROVED	§	CHANGE DESCRIPTION
-	19 Mar 2024	All	Document revised. Format changed, Updated Animals, Updated Parking, Added Fining Committee
A	25 Jun 2024	Title	Added revision
		Table of Contents	Updated entire table to reflect updated page numbers
		Pgs 1 to 16	Updated page number of document
		2.a.i	Corrected area code
		2.a.ii	Deleted contact numbers for security and website as they are incorrect contacts for this purpose
		3.a.i.2	Deleted notifying Association in advance as impractical
		3.b.i	Changed “form” to the more accurate and specific “voting certificate”
		5	Capitalized title of paragraph
		5.a.i	Added “or Tenant Lease” as a tenant does not have a warranty deed
		5.b.iii	Removed comma
		5.b.iii.2	Made distinction between approved and unapproved tenant
		5.b.iv	Changed “similar to” to “like”
		5.b.vi	Added “a” prior to “vehicle”
		5.c.i	Deleted a space
		5.c.iii	Made distinction between approved and unapproved tenant
		6.a.ii.1	Added “A”
		6.a.ii.2	Added period
		6.f	Changed “are” to “may be”
		7.b	Changed “form” to more specific “Official Records Request Form” and updated website
		8.a.iii	Deleted “house” for consistency
		10.a	Deleted requirements for Pet Census. Renumber following paragraphs
		10.b.i	Deleted requirement for veterinarian certificate. Vaccination certificate will have this information.
		10.b.v	No change
		10.c.iv	Revised locations where dogs may relieve themselves
		10.d.i	Deleted “an”
		10.d.iv	Deleted “cad”
		10.d.vi	Revised referenced paragraph number
		10.e.ii	Space added after comma
		11.a.i	No change
		11.a.ii	Changed trademarked name brand with generic “plastic wrap”
11.a.vi	No change		
14.c.i	Changed “recycle” to “recycling”		
14.e	Specified debris removal other than household garbage		
15.c	Revised early start time to 7 AM from 8 PM to reflect past practice		
15.h.ii	Change requirement for service animals as these are by law allowed in the pool area but not in the water		
15.n	Corrected spelling of “and”		
15.q.i	Changed “Personnel” to “People” to sound less military		

		19.b.1.c.iii	Changed a toolbox from defining a commercial vehicle to being inspected by a board member
		19.d.1.a.i	Deleted requirement for vehicle registration. Deleted requirement for vehicle in owner spot to be moved once in 30 days and added requirement for vehicle in a guest spot to be moved at least once in 30 days
		19.d.1.a.iii.3	Added Building 3 prohibition to long term parking storage
		19.e.1	Corrected sub levels. Corrected parenthetical
		19.e.1.ii.2	Changed inspection from three members to one member of the Board
		20.a	No change

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22) RULE CHANGES 16

1) GENERAL

- a) Pursuant to the authority vested in the Board of Directors of the Delray Racquet Club Association, Inc. (hereinafter referred to as the Association) by the Declaration of Condominium and Articles of Incorporation the following Rules and Regulations have been adopted.
- b) The Rules and Regulations shall apply to all Association members, Tenants (renters), guests, and visitors.
 - i) The ultimate responsibility for compliance rests with the Association members.
- c) One set will be issued to all Association members.
 - i) Association members are responsible for assuring that all Tenants are given a copy of The Rules and Regulations the Rules and Regulations and that all guests or visitors observe them as well.
 - (1) Failure to do so will make Association members responsible for any infractions along with whatever costs and legal actions that may ensue.

2) ENFORCEMENT

- a) Violations of the Rules and Regulations shall be reported immediately to the Association office.
 - i) The Association Office may be reached at 561-276-3792 or drc@campbellproperty.com
- b) Disagreements concerning violations including, without limitations, disagreements regarding the proper interpretation and effect of the Rules and Regulations, shall be presented to and determined by the Board of Directors of the Association, legal authority, or assigned committee, whose interpretation of these rules and/or remedial actions shall be dispositive.
- c) If any person, firm, or entity subject to the Rules and Regulations, fails to abide by them, as they are interpreted by the Board of Directors of the Association, they shall be subject to legal action and/or fines after written notice from The Board of Directors.
 - i) If the Board of Directors of the Association deems it necessary, it may bring action at law or in equity, in the name of the Association to enforce the Rules and Regulations.
 - ii) In accordance with Florida Statute 718.303(1), the prevailing party is responsible for reasonable attorney fees.

3) ASSOCIATION MEMBERSHIP AND REGISTRATION

- a) The Association is comprised of Unit Owners. Each Unit Owner, upon assuming title to a unit, shall register with the Association office and provide a Warranty Deed.
 - i) Upon registration each Unit Owner will be assigned a parking space and parking pass/decal.
 - (1) Each Tenant and long-term guest must be registered with the Association.
- b) By law each Unit is entitled to only one vote.
 - i) Should there be more than one owner, the owners shall submit a voting certificate stating the owner with authority to vote.
 - ii) It is the responsibility of each Unit Owner to register the voting member at the Association office.

- iii) Under certain conditions Unit Owner(s) have the right (with certain exceptions such as elections) to appoint a proxy for specific purposes.
- iv) Clarification on this process may be obtained at the Association office.
- v) Tenants do not have voting privileges.

4) RENTALS

- a) The Delray Racquet Club has been well known as an upscale community where Unit Owners may rent units.
 - i) The Board of Directors has determined that rentals should be limited to a minimum of one (1) month.
 - ii) The City of Delray permits a unit rental no more than six (6) times per year.
 - (1) This appears to be a reasonable criterion and we urge all Unit Owners who rent to maintain this standard.
 - (2) Any unit that turns over occupancy more often than six (6) times in any one year shall be presumed to be transient residential use and therefore prohibited.
 - (3) In the event the Association should become aware of renters being accommodated for a lesser period, we will reluctantly take steps to ensure compliance with a one (1) month minimum.
- b) Tenants, annual and seasonal, who require assistance with a unit, keys, fobs, internet, or general questions must contact their landlord or Realtor for assistance. The DRC staff cannot provide assistance.

5) GUEST POLICY – LESS THAN THIRTY (30) DAYS

a) DEFINITION OF GUEST

- i) A guest is defined as any person, regardless of relation to the Unit Owner or approved Tenant, who is not listed on the Warranty Deed or Tenant Lease.
- ii) Minor children of the Unit Owner/approved Tenant are not considered guests.

b) WITH OWNER OR APPROVED TENANT PRESENT:

- i) Guests staying at a residence for fewer than 7 days with the owner/approved tenant present are not required to check in to the Association office unless they need a parking permit.
 - (1) To obtain a parking permit, the guest must check in to the Association office.
 - (a) The owner/approved tenant shall be present.
 - (b) The guest shall provide a Government issued identification and
 - (c) The guest shall provide a Government issued vehicle registration.
- ii) The Association office requires written notification from the owner/approved tenant that a guest will be staying at their residence for more than seven (7) days.
 - (1) Guests staying more than seven (7) days must check into the Association office upon arrival.

- (a) The owner/approved tenant shall be present.
 - (b) The guest shall provide a Government issued identification.
 - (c) The guest shall provide a Government issued vehicle registration if a parking permit is needed.
- iii) Guests staying more than seven (7) days with an owner/approved tenant present shall be required to check in with the Association office every seven (7) days.
- (1) Such guests using a parking pass shall renew the pass every seven (7) days up until thirty (30) days.
 - (2) After thirty (30) days, regardless of whether the owner/approved tenant is present, the guest is now considered an unapproved tenant and shall go through the Tenant Evaluation approval process.
- iv) Any guest staying more than thirty (30) days within a sixty (60) day period will be subject to the same process as a tenant and must apply through Tenant Evaluation so a background check can be obtained for Board occupancy approval or disapproval like requirements as a tenant.
- v) Family members staying longer than thirty (30) days will require Board Approval and/or Tenant Evaluation application process, determined by the Board of Directors on a case-by-case basis.
- vi) Family members without a vehicle, staying more than seven (7) days and less than thirty (30) days, with owner/tenant present, shall be required to provide contact information to the Association Office in case of an emergency.

c) WITHOUT OWNER OR APPROVED TENANT PRESENT:

- i) Guests staying in a residence without an owner/approved tenant present shall check in at the Association office upon arrival with a valid Government issued identification and vehicle registration.
 - (a) The guest shall provide a Government issued identification.
 - (b) The guest shall provide a Government issued vehicle registration if a parking permit is needed.
- ii) Guests staying in a residence beyond seven (7) days must check in with the Association office every seven (7) days.
 - (a) The guest shall provide a Government issued identification.
 - (b) The guest shall provide a Government issued vehicle registration if a parking permit is needed.
- iii) Guests staying in a residence without the owner/approved tenant present beyond thirty (30) days shall be considered an unapproved tenant and shall complete the Tenant Evaluation process.

6) FOR ANY SALE, RENTAL OR LONG-TERM GUEST

- a) Any sale or lease must be pre-approved in writing by the Board of Directors and no occupancy shall be permitted until written approval is provided.

- i) A Tenant evaluation.com application may be obtained from our website www.delrayracquetclub.com or from www.TenantEV.com.
 - ii) There is an application fee of \$150 per applicant.
 - (1) A husband/wife shall be considered one applicant.
 - (2) Parent/dependent child shall be considered one applicant.
 - (3) All other combinations shall have a fee per person.
 - iii) Application must be completed by all parties.
 - iv) The Board of Directors shall be empowered to obtain background checks and/or a financial check.
- b) Move in/out hours are as follows:
 - i) Monday through Friday from 8 am to 7 pm
 - ii) Saturday from 9 am to 5 pm.
 - iii) No Sundays, and
 - iv) No Holidays.
 - c) You must notify the office seven (7) calendar days in advance of moving in or moving out.
 - d) Any damage to common areas shall be charged to the Unit Owner.
 - e) Unit Owners who lease their apartments privately should be aware of Florida laws concerning rentals of less than six (6) months to be subject to the levying and collecting of taxes.
 - i) Florida Statute 125.0104: Local Option Tourist Development Act. The tax is known by many names including Tourist Development Tax, Bed Tax, Tourist Tax, and Resort Tax.
 - ii) Florida Statute 212.08: Sales, rental, use, consumption, distribution, and storage tax.
 - iii) Real Estate agents collect and remit this revenue to the state and county.
 - iv) If the agent does not collect the taxes, the Unit Owner is responsible for remitting the taxes.
 - f) Unit Owners who rent privately should be aware that both the City of Delray Beach and the Florida Department of Revenue have been in contact with our Association and that we may be legally obligated to provide information to them regarding tenancies.

7) **GENERAL RULES AND REGULATION**

- a) Unit Owners or their authorized representative may only inspect those official records which are maintained by the Association, and which are not exempt from inspection per Florida Statute 718.
- b) Unit Owners or their authorized representative seeking to inspect the official records must provide a written request to the Association and must specify the official records that they would like to inspect by filling out an Official Records Request Form provided by management or obtained from the official website (www.delracquetclub.com).
- c) The Association, through its Board of Directors, may designate any buildings and room(s) of its choosing for the inspection of official records and the location of such building and room(s) may be on site in the community, at a location within the County limits or a location not more than

45 miles away from the community, at the sole discretion of the Association's Board of Directors.

- d) The Association may designate an individual or individuals of its choosing to supervise the inspection of official records to ensure that official records are not destroyed, defaced, altered, or removed.
- e) Unit Owners or their authorized representative may only have one 8-hour business day per calendar month to inspect the official records. If during the 8-hour business day that they are provided, a Unit Owner or authorized representative should decide to temporarily cease their inspection or engage in other activities they do so at their own peril and will not be afforded any continuation or extension of the inspection during that calendar month.
- f) Unit Owners or their authorized representative may not inspect any official record more than once in 180-day period unless the record has changed for some reason during that time. Otherwise, the owner or their authorized agent may not inspect the same official record until more than 180 days have passed since they last inspected it.
- g) Unit Owners will be charged \$0.35 per page of the official records that they request to be copied by the Association unless the owner or their authorized agent decide to use an outside copy service of their choosing, in which case the owner will pay that company directly.
 - i) Only legitimate third-party professional copying services approved of by the Association will be permitted to handle the official records.
 - ii) In connection with the Association retrieving the official records requested by an owner or their authorized representative or in connection with the Association copying official records for an owner or their authorized representative, if the time spent by the Association exceeds more than one-half hour then the Association may charge the owner \$20 per hour for personnel costs.
 - (1) Any personnel costs are due from the owner at the completion of the inspection unless part of the personnel cost involves copying of official records by the Association, in which case all personnel costs will be due from the owner when the copying is completed and available for delivery to the Unit Owner.
 - (2) Any costs for copies are due from the Unit Owner at the time the copies are ready and available for delivery to the owner and must be paid (along with any unpaid personnel costs) before the copies will be handed over to the owner or their authorized representative.

8) **USE OF COMMON ELEMENTS**

- a) The Common Elements of the Condominium are for the exclusive use of the following:
 - i) Association members and their families,
 - ii) Tenants,
 - iii) Resident guests, and
 - iv) Guest accompanied by a member.
- b) Shopping carts/luggage carts shall be returned to the lobby when the use is completed and not left in front of a unit, on the catwalk, or in the elevator.
- c) Excess furniture shall not be left in the lobby.

9) **NOISE**

- a) All noise, including but not limited to talking, singing, TV, Radio, sound systems, tape-recorders, musical instruments, or animals shall be kept at such a volume level that said noise is not audible outside the boundaries of the unit in which it originates and is not harassing or an unreasonable annoyance to other residents.
- b) Residents shall be cognizant of balcony noise.

10) **ANIMALS**

a) **APPLICABLE LAWS:**

- i. Nothing in these Rules and Regulations shall be interpreted as conflicting with the following:
 - (1) Florida Statute 760.27 concerning Emotional Support Animals,
 - (2) Florida Statute 413.08 concerning Service Animals,
 - (3) Delray Beach Title 9, Chapter 91 concerning dogs and cats.

b) **ANIMALS IN GENERAL**

- i) No animal shall be allowed weighing more than 25 lbs.
- ii) Animals not restricted to the interior of the unit shall be photographed and this identification photograph submitted to the office with the weight documentation.
- iii) Animals shall not be left on an outside patio unattended.
- iv) No reptiles of any kind shall be permitted.
- v) All animals shall be restricted by the requirements of paragraph g below concerning the safety and enjoyment of the community by all residing herein.

c) **DOGS AND CATS**

- i) No dangerous breeds shall be allowed. Dangerous breeds include Pitbulls, Rottweilers, Dobermans, German Shepherds, Chows, or any mixes thereof, etc.
- ii) Dogs shall always be leashed, carried, or otherwise kept fully under their owner's control when outside the unit.
- iii) Dogs and cats shall be licensed and vaccinated in accordance with both the City of Delray Beach and Palm Beach County requirements.
- iv) Dogs shall not be walked, carried, or wheeled around the interior of the community.
 - (1) The interior of the community is considered any portion of the Association grounds to the rear of the buildings between the building side of the walkway to the pond or the tennis courts, as applicable.
 - (2) All dog owners are responsible for the immediate removal of their animal's solid waste.
 - (3) All waste shall be properly disposed of in the trash dumpsters on the ground floors, not in the recycling bins.
 - (4) This paragraph is applicable to emotional support and service animals.

- (5) Best and reasonable efforts shall be made to keep dogs and cats out of the garden areas.

d) EMOTIONAL SUPPORT ANIMALS AND SERVICE ANIMALS

- i) Notwithstanding the foregoing, upon request by anyone for accommodation for an emotional support animal, they will be required to provide reliable information as to their disability and disability-related need for the animal, as well as proof of vaccination and licensure of the animal with the County in accordance with Florida Statute 760.27.
- ii) Upon request by anyone for an accommodation for a service animal, they will be required to provide information that the animal is required because of a disability and identify the work or task the animal has been trained to perform, in addition to providing proof of vaccination and licensure of the animal with the County in accordance with Florida Statute 413.08.
- iii) The foregoing requirements for accommodation may also be extended or expanded to the extent permissible under applicable law.
- iv) Emotional Support Animals and Service Animals are under the same location restrictions as other dogs and cats.
- v) The animal must always be carried or kept on a leash when outside of an apartment such that it is under the control of its owner or any other person who is walking/carrying it.
- vi) The requirements of paragraph 10.c.iii and 10.c.iv, with the exception of 10.d.i in accordance with applicable laws, are applicable for all pets outside of the resident's apartment.

e) LEGAL RESTRICTIONS

- i) The owner of an animal or any walker/carrier of it shall immediately pick up and remove any solid animal waste deposited by their animal on common property in accordance with 4.d above.
- ii) All animals including emotional support animal or service animal shall not display obnoxious behavior. Obnoxious behavior includes, but is not limited to the following:
 - (1) excessive barking
 - (2) barking later than 10 pm or earlier than 7 am
 - (3) biting persons or other animals
 - (4) jumping on persons or other animals
 - (5) displaying aggressive behavior
 - (6) or otherwise negatively impacting on the quiet enjoyment to which other residents are entitled.
- iii) In the event of complaints concerning the above
 - (1) The owner of the animal shall cause the problem to be corrected.
 - (2) If it is not corrected, the owner of the animal, upon written notice by the Association, shall be required to permanently remove the animal from the unit and the Condominium.
- iv) An owner of any pet, emotional support animal or service animal shall compensate any other person hurt or bitten, or whose pet or animal is hurt or bitten, by his or her animal and shall

- (1) indemnify and defend, including attorney's fees and costs, the Association,
- (2) hold the Association harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal on or within the apartment or common property,
- (3) be responsible for any damage caused to the common property by their animal or by an animal owned by any of their tenants, residents, or guests.
 - (a) The cost of remediation shall be collectible, lienable, and foreclosable against such owner to the same extent as an unpaid assessment under the Declarations.

f) FAILURE TO ABIDE

- i. Failure to abide by these Rules and Regulations may result in the issuance of warning and further action.
 - (1) Real estate and individual owners, who rent privately, shall include the above forms or accommodation documentation in any rental agreement.
 - (2) If no rental agreement is required, owners shall be responsible for informing their tenants of these requirements.
 - (3) Having no rental agreement does not remove the requirement for having the approved documentation provided to the Association prior to any animal being brought on site.
 - (4) Failure to follow these Rules and Regulations will result in further action by the Board of Directors, who may void the lease and/or take other enforcement action.
 - (5) Owners who subsequently obtain a pet, emotional support or service animal shall follow the requirements of paragraph 1 prior to introducing the pet to the Delray Racquet Club Association property.
 - (6) New owners shall follow the requirements of paragraph 1 prior to introducing their existing pet, emotional support, or service animal to the Delray Racquet Club Association property.

11) OWNERS RESPONSIBILITIES

- a) If an owner is leaving their unit unattended for longer than seven (7) consecutive days:
 - i) Remove all furniture from the patio.
 - ii) Shut off the water and cover all toilets with plastic wrap.
 - iii) Shut off circuit breaker to hot water heater.
 - iv) Make sure all windows are closed.
 - v) Be sure the office has current phone numbers as well as email address in case of emergency.
 - vi) Be sure the office has a set of keys to the unit should access be needed. Failure to leave a set of keys could result in costly replacement of door locks.
 - vii) Leave A/C set at FPL recommended 4 degrees higher than your normal temperature setting.

12) OBSTRUCTIONS/DAMAGE TO COMMON ELEMENTS

- a) There shall be no obstruction or cluttering of the Condominium property, including without limitation, driveways, automobile parking spaces, lawns, catwalks, entranceways, stairways, patios, or lobbies or other Common Element areas.
- b) The Common Elements are not to be used as storage areas for personal items. Additionally, patios and balconies shall be kept in a neat and attractive condition.
- c) The condominium property shall not contain excessive clutter, or be maintained in an unsanitary or unsightly condition, as to be determined by the Board of Directors
- d) No appliances, bicycles, drying clothes/towels shall be kept, placed, hung, or maintained on any catwalk, balcony, patio, except for appropriate patio furniture.
- e) Unit Owners shall be responsible for, and shall bear any expense, for any damage to the Common Elements.
- f) There shall be no marking, breaking, marring, damaging, destroying, or defacing of any part of the Association property.
 - i) Association members shall be held responsible and shall bear any expense of such damage caused by said member, his family, guest, lessees and/or invitees.
- g) All loose or movable objects shall be removed from balconies, catwalks, or patios upon notice of any approaching hurricane or other inclement weather characterized by conditions of high winds.
 - i) Failure to comply may result in removal of such articles by the Association management at the owner's cost and expense.

13) ALTERATIONS

- a) There shall be no alteration and/or improvements to the exterior of a unit (including patios and balconies) without the written prior approval of the Board, including hurricane shutters.
 - i) The Board has the right to determine the quality, style, type, and color of such shutters.
 - ii) You can obtain an ARB application from the Association office or on the website.
- b) You must notify the office seven (7) calendar days prior to the start of the project.
- c) A \$500.00 refundable construction deposit shall be required for all projects.
 - i) At the completion of the project, the deposit will be returned less any cleaning or damage repair costs.
- d) Construction hours are as follows:
 - i) Monday through Friday from 8 am to 7 pm
 - ii) Saturday from 9 am to 5 pm.
 - iii) No Sundays, and
 - iv) No Holidays.
- e) No structural changes may be made without the following:
 - i) Board of Directors approval- ARB form can be found on the website.
 - ii) Any necessary County and City permits.

- iii) Use of a fully licensed and insured contractor.
- f) Any variance from these requirements will result in owners being held responsible for a return to the original plan at the owner's expense.
- g) Any damage to the catwalks because of construction/negligence will be at the owners' expense.

14) REFUSE

- a) All refuse shall be properly and securely bagged, then placed down the trash chute located by the elevator on each floor.
- b) Ground floor residents may deposit their trash directly in the dumpster.
- c) For recycling matter (bottles, plastics, aluminum can, newspapers and magazines) occupants shall place these items directly in the recycling containers located on the ground floor opposite the garbage dumpster.
 - (1) Do not put refuse in the recycling bins or on top of bins.
 - (2) Yellow bins are for paper goods.
 - (3) Blue bins are for plastic and metal goods.
- d) Do not fill up the dumpster with debris from condo renovations, furniture, or bio-hazard waste.
 - i) These items may jam up the trash chute.
 - ii) These items may be a danger to residents, city workers, or employees.
- e) Renovation debris, furniture, Christmas trees, and holiday decoration disposal is the responsibility of the owner.
 - i) These items shall not be placed in the dumpsters or in the garbage area.
 - ii) Owners may call, arrange for, and pay a private company to haul away the debris.

15) SWIMMING POOLS AND SPA

- a) The Association has two (2) pools.
 - i) The pool at the rear of Building 7 is for casual bathing.
 - ii) The pool at the rear of Building 4 is for casual bathing and swimming laps.
 - iii) The spa is located at the rear of Building 7.
- b) Use of the pools and spa is limited to Unit Owners, Tenants, and their authorized guests.
 - i) Unit Owners are responsible for their tenants, visitors, and guest actions.
 - ii) Be considerate of others.
 - (1) Each pool has a limited capacity. Inviting people from nearby communities may overload that capacity.
 - (2) All people use the pool at their own risk.
 - (3) The Association is not responsible for any accidents and/or injuries.
- c) Swimming and use of the Spa is permitted only from 7 am to 9 pm.
- d) Children under twelve (12) years of age must be supervised by a responsible adult.

- i) Diapered children must always wear protective pants.
 - ii) Adequate lavatory facilities are available at both pools.
- e) Children under the age of twelve (12) are not allowed in the spa.
- i) The American Academy of Pediatrics advises that children under five (5) years of age should not use a hot tub. At this age, kids are much more prone to overheating and a hot tub's heat is too much for their delicate skin and system. Additionally, kids shouldn't use a hot tub until their head is completely above water when they're standing on the bottom.
 - ii) The American Academy of Pediatrics advises that the hot tub temperature be lowered if children under twelve (12) years of age are to use the spa.
 - iii) Since most users are above the age of twelve (12) and since the temperature of the spa cannot be user modified, children under the age of twelve (12) are prohibited from using the spa/hot tub.
 - iv) Use of the spa/hot tub by children under the age of twelve (12) may result in their family being denied access to the pool areas.
- f) Removal of poolside furniture from the deck area is not permitted.
- i) Vacant furniture shall not be reserved for periods beyond fifteen (15) minutes.
 - (1) Reserved periods are those periods when people are absent from the pool area.
 - (2) Families planning on spending all their pool area time in the pool should store their clothes, towels, and other paraphernalia on tables or the ground to leave the chairs available for those wishing to sit or lounge.
 - (3) People occupying chairs at the game tables may not reserve chairs or lounges in the pool or spa area.
 - ii) One chair or lounge may be used per person.
 - iii) Furniture is for people and not to be used for storage of personal belongings.
- g) Floats, toys, or other objects may be used provided they do not hinder others' enjoyment.
- h) No animals are permitted in the pools or pool/deck area at any time.
- i) This includes Emotional Support Animals
 - ii) Service Animals are allowed in the pool area but not in the water.
- i) No running, ball playing, skateboarding, rowdy behavior, or excessive noise shall be permitted in the pool area.
- j) No food or alcohol is allowed in the pool areas except during authorized events.
- i) Only beverages in plastic containers are permitted in the pool and spa area.
 - ii) Absolutely NO glass is permitted in the pool area.
- k) Persons using suntan oil, lotion, or any other similar substance shall not use the poolside furniture unless such furniture is completely covered by a towel or other protective material.
- l) A clear area of three (3) feet around the perimeter of the pool shall be maintained.
- i) Do not place chairs or personal belongings within that area.

- m) A pool access key (fob) is required to gain entrance to the pool areas.
- n) People use the pools and spa at their own risk as lifeguards are not provided.
- o) Diving is not allowed into any of the pools or spa.
- p) No music is to be played at the pools through speakers.
 - i) As a courtesy to others, use headphones while listening to music.
 - ii) Cell phone calls need to be in a normal talking voice.
- q) There is no smoking in pool areas.
 - i) People shall smoke in areas where smoke will not be carried into the pool areas.
 - ii) Butts shall be disposed of in authorized containers.

16) SIGNS

- a) No signs, nameplate, advertisement, posters, or illumination shall be inscribed or exposed on or at any window, door, balcony, or windows of vehicles without the express prior written consent of the Board of Directors.

17) KEYS

- a) The Association shall have access to each unit in the event of any emergency, to repair or to replace any Common Element or to prevent damage to other units.
 - i) The Association office requires a key to each unit in the Condominium.
 - ii) All unit keys shall be kept in a secure lockbox in the Association office.
 - iii) If a member changes existing locks or installs additional locks, duplicate keys must be provided to the Association.
 - iv) If the office does not have a key and needs to gain access for an emergency, the Unit Owner shall incur the expense to gain access with a licensed locksmith.

18) FOBS

- a) Fobs are required to access the following:
 - i) Pool area in way of Building 4.
 - ii) Pool area in way of Building 7.
 - iii) The Gym.
 - iv) The Association office.
- b) Each Unit Owner is entitled to one (1) fob at no cost.
- c) An owner may acquire a second fob upon the payment of \$25.00, which amount will be held as a deposit and returned to the owner with the return of the second fob.
- d) Unit Owners are responsible to provide fobs to tenants.
 - (1) A maximum of two (2) fobs per unit are authorized.
 - (2) The \$25.00 deposit for the second fob will be held in trust for the Unit Owner only.

- e) Any fob which is lost may be replaced by the payment of a further \$25.00 and this amount shall be held as a deposit and returned to the owner with the return of the fob.
 - i) The deposit on the lost fob is forfeited.
- f) All fob deposits shall be maintained and held in trust by the Association for the benefit of the owner in a separate account.
- g) Upon sale of his/her unit, the Unit Owner shall deliver the fob to the purchaser of the unit.
 - i) Failure to do this forfeits the deposit.
 - ii) The undelivered fob shall be inactivated.

19) PARKING

a) GENERAL

- 1) All parking permits (for Unit Owners, Tenants, and guests) shall be issued at the Association Management Office located at 610 Egret Cir, Delray Beach, FL 33444.
 - a) Vehicles must be parked in their assigned space or a guest space.
 - b) All Unit Owners are assigned one parking space. It is for your personal transportation.
 - c) Any vehicles not registered by the Association shall be subject to towing regardless of their location in an owner or guest spot.
 - d) Unauthorized parking may result in fines or towing.
 - i) One written warning may be provided as a courtesy.
 - (1) Notice when provided will be in written form.
 - (2) Vehicle owners of such notice will have twenty-four (24) hours to comply with the rules.
 - ii) No notice shall be given to vehicles under the following conditions:
 - (1) Vehicles causing an active risk to life,
 - (2) Vehicles causing an active risk to safety,
 - (3) Vehicles blocking ingress or egress,
 - (4) Vehicles hindering the ability of another vehicle to be parked in an adjacent space,
 - (5) Vehicles repeating offenses where the same vehicle has been previously parked in the same violative manner which resulted in the owner receiving a notice.
 - iii) Towing is at the expense of the vehicle owner.
 - e) Dated permits for short term are obtained from the Association office.
 - i) Short term is defined as under thirty (thirty (30)) days.
 - ii) Permits are not transferable.
 - f) Parking in a reserved spot that is not yours shall be subject to immediate tow.
 - g) No non-emergency vehicle repair is allowed on condominium property.

- i) No vehicle maintenance may be accomplished on condominium property.
- ii) No vehicles shall be washed on condominium property.
- iii) Damage to asphalt areas resulting from the above shall be repaired at the Unit Owners expense.

b) DECLARATIONS

- 1) The following paragraphs reflect guidance and interpretation of the various buildings' declarations. They are not meant to change the declarations but are meant to better everyone's understanding and make clear how the declarations shall be enforced.
 - a) Notwithstanding the paragraphs below, non-commercial pickup trucks may be parked provided they meet other requirements and are not used for commercial purposes.
 - i) No vehicle may be parked overnight which extends more than twenty-four (24) inches beyond the painted lines delineating the parking spaces. Measurement shall be from the end of the line furthest from the car stop to the point on the vehicle furthest from the car stop.
 - (1) The term "overnight" is defined as any point in time between the hours of 10 pm and 7:30 am.
 - ii) All vehicles shall park completely within the inner most lines delineating the parking spaces.
 - b) Camper type vehicles are those designed to contain overnight accommodation. These include recreational vehicles and campers within pickup truck beds.
 - c) Commercial vehicles for the purpose of this paragraph are defined as follows:
 - i) Any vehicle containing industrial type equipment such as cranes, ladders, plumbing or other industrial parts, tools other than basic tools for homeowner maintenance, etc.
 - ii) Any vehicle with writing on any portion of the vehicle, be it painted or on a sign attached to the vehicle.
 - iii) Pickup trucks with an enclosed toolbox shall be inspected by the staff or member of the Board.
 - iv) Vans that are not configured for passenger use.
 - (1) Vans configured for passenger use and used in a pay for hire manner are considered commercial vehicles.
 - (2) Vans not configured for passenger use may be examined by the Board of Directors upon application for a parking pass or sticker at the request of the owner.
 - (a) Such vans shall be demonstrated to the satisfaction of the Board not to be used for commercial purposes or as a camper-type vehicle.
 - (b) These vans shall be subject to further inspection at the pleasure of the Board. The approval for such vehicles may be withdrawn should the configuration have been altered to what the Board considers a commercial vehicle.

v) Automobiles with a “Lyft” or “Uber” or another pay-for-hire sign.

c) TEMPORARY EXCEPTIONS

- 1) Moving vans and trucks operated by residents may be parked in a “Guest” parking spot, away from other vehicles for a single night.
 - i) Such vehicles must be registered at the Association office.
 - ii) Vehicles may be parked temporarily close to building entrances while actively loading or unloading.

d) VEHICLE CONDITION:

- 1) Repair service and delivery vehicles are exempted from these rules only while performing their services during the authorized work hours of the Association.
 - a) Any vehicle allowed by the above rules must be in a drivable condition.
 - i) Drivable condition includes, but is not limited to, the vehicle must have no flat tires, no leaks, and shall have moved within any thirty (30) day period if parked in a guest spot.
 - ii) No vehicle shall leak oil or other vehicle fluids.
 - (1) Damage to asphalt areas resulting from the above shall be repaired at the Unit Owners expense.
 - (2) Condensate from vehicle air conditioners is not considered a leak.
 - iii) Vehicles remaining in the off season shall be registered at the Association office as to space number or guest space location.
 - (1) A vehicle being laid up during the off-season months may be covered by a tarp.
 - (a) The tarp must be well secured.
 - (2) Vehicles shall be stored with due consideration for available parking for guests.
 - (3) Building 2 and 3 guest spots in particular shall not be used for long term parking.
 - (4) Such vehicles must meet the requirements of 3.e.i except that the requirement to move within a thirty (thirty (30)) day period is waived for the duration of the off season.
 - (a) The off season for the purpose of this paragraph is defined as the period between 1 May and thirty (30) November.
 - (b) The Season is defined as 1 December through and including thirty (30) April.
 - iv) No vehicle shall be covered during the season.

e) EXEMPTIONS

- 1) Any owner claiming their vehicle is exempt from the above rules due to prior approval from the Board will be allowed to park that vehicle upon providing written proof of the Board exemption within thirty (30) days of Board approval of these amended rules.
 - i) Past exemption for a vehicle is not a guarantee of future exemption for replacement vehicles.

- ii) The Board recognizes that there may be a fine line between vehicles not allowed above and those which may be used as personal vehicles. Therefore, vehicle owners may petition the Board in writing for a change in status.
 - (1) The petition shall state the particulars of the vehicle including VIN and government registration number along with a detailed explanation of why the change in status should be granted.
 - (2) A member of the Board shall inspect the vehicle and decide whether to allow the change.
 - (3) Not all items above are subject to petition. Non-petitioned items include but are not limited to vehicles.
 - (a) with commercial writing,
 - (b) with leaks
 - (c) with campers
 - (d) meeting paragraph 1c and 1d and 3.c.5.

20) COMPLIANCE WITH DOCUMENTS

- a) Association members, Tenants, guests, and visitors shall comply with the terms, conditions, covenants, restrictions, and limitations contained in the Declaration of Condominium, the Articles of Incorporation, By-Laws and the Rules and Regulations.

21) FINE COMMITTEE

- a) The Board of Directors for the Delray Racquet Club Association shall have the power to fine and suspend owners, tenants, occupants, invitees, and licensees for violations of the Declaration of Condominium, these Rules, and any other governing documents of the Association, and the power to appoint and remove members from the applicable fining/suspension committee, all in accordance with Florida Statute 718.303, as it may be amended from time to time.

22) RULE CHANGES

- a) The Board of Directors of the Association reserves the right to change or revoke existing Rules and Regulations, and to make such additional rules and regulations from time to time as in their opinion shall be necessary and desirable for the safety and protection of the buildings, their occupants, to promote cleanliness and good order of the property, and to assure the comfort and convenience of residents and visitors.
- b) Compliance with the Rules and Regulations will result in good community living for all parties enjoying residency herein.