

# DOMAINE DELRAY ASSOCIATION, INC.

C/o JMD Properties, Inc.

904 SE 5<sup>th</sup> Avenue

Delray Beach, FL 33483

561.265.3272

TO: ALL UNIT OWNERS/REALTORS AND INTERESTED PARTIES  
RE: SALES OR RENTAL APPLICATION PACKAGES

1. PLEASE NOTE THE FOLLOWING:
  - a. NO OPEN FLAT BED PICK UP TRUCKS ARE ALLOWED ON THE PREMISES
  - b. RENTERS ARE NOT ALLOWED TO HAVE PETS
2. ALL APPLICATIONS FOR SALES OR RENTAL OF A UNIT MUST BE ACCOMPANIED BY A CHECK OF \$100.00 (NON-REFUNDABLE APPLICATION FEE) PAYABLE TO JMD PROPERTIES.
3. ALL SPACES ON THE "APPLICATION FOR OCCUPANCY" FORM MUST BE COMPLETED. BLANKS SPACES WILL HOLD UP PROCESSING. USE "N/A" IF ITEM IS NOT APPLICABLE.
4. THE APPLICANT MUST SIGN A FORM STATING THAT: HE/SHE HAS READ AND IS IN RECEIPT OF THE RULES AND REGULATIONS, AND WILL ADHERE TO ALL COVENANTS.
5. PURCHASE ONLY: PURCHASER MUST SIGN THAT HE/SHE IS IN RECEIPT OF CONDOMINIUM DOCUMENTS. THE SELLER IS RESPONSIBLE FOR SUPPLYING THE PURCHASER WITH A SET OF CONDOMINIUM DOCUMENTS AND AMENDMENTS THERETO. **RENTALS ARE NOT ALLOWED IN THE FIRST YEAR OF OWNERSHIP. (AMENDED MARCH 2016)**
6. A COPY OF THE CONTRACT FOR SALE, DEPOSIT RECEIPT OR LEASE, WHICHEVER APPLIES, MUST BE SUBMITTED WITH THE APPLICATION.
7. ATTACH COPY OF DRIVER'S LICENSE FOR EACH APPLICANT.
8. THREE LETTERS OF REFERENCE ON THE APPLICANT'S BEHALF MUST BE SUBMITTED WITH THE APPLICATION.

ONCE THE ABOVE ITEMS HAVE BEEN COMPLETED, RETURN THE PACKAGE WITH THE FEE TO:

J.M.D. PROPERTIES, INC.  
904 SE 5<sup>TH</sup> Avenue  
DELRAY BEACH, FL 33483  
561-265-3272

THE SCREENING COMMITTEE WILL CONTACT YOU FOR A PERSONAL INTERVIEW APPOINTMENT.

**Domaine Delray Association, Inc.**  
**Application for Occupancy**

UNIT \_\_\_\_\_ 1405 S. Federal Highway, Delray Beach, FL 33483

PURCHASE: \_\_\_\_\_ LEASE: \_\_\_\_\_ DESIRED OCCUPANCY DATE: \_\_\_\_\_

**CURRENT OWNER INFORMATION**

NAME(S): \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ CELL: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**APPLICANT INFORMATION**

NAME: \_\_\_\_\_ SOCIAL SECURITY NO.: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ CELL: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CO-APPLICANT NAME: \_\_\_\_\_ SOCIAL SECURITY NO.: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ CELL: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NUMBER OF ADULTS (over 18 yrs) OCCUPYING: \_\_\_\_\_ CHILDREN (18 yrs. & under): \_\_\_\_\_

NAME OF OTHER OCCUPANT(S): \_\_\_\_\_

DO YOU OWN A PET? YES \_\_\_\_\_ NO \_\_\_\_\_

**APPLICANT RESIDENCE HISTORY**

CURRENT ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ HOW LONG?: \_\_\_\_\_

NAME OF LANDLORD OR MORTGAGE CO. \_\_\_\_\_

APT. OR CONDO NAME: \_\_\_\_\_ TEL: \_\_\_\_\_

PREVIOUS ADDRESS: \_\_\_\_\_

APT. OR CONDO NAME: \_\_\_\_\_ TEL: \_\_\_\_\_

**APPLICANT EMPLOYMENT AND BANK REFERENCES**

EMPLOYER: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ SUPERVISOR: \_\_\_\_\_ HOW LONG?: \_\_\_\_\_

POSITION HELD: \_\_\_\_\_ APPROX. MO. INCOME: \$ \_\_\_\_\_

CO-APPLICANT EMPLOYER: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_ SUPERVISOR: \_\_\_\_\_ HOW LONG?: \_\_\_\_\_

POSITION HELD: \_\_\_\_\_ APPROX. MO. INCOME: \$ \_\_\_\_\_

NAME OF BANK/SAVINGS & LOAN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TEL.: \_\_\_\_\_

BRANCH: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

ACCOUNT NO.: \_\_\_\_\_ CK.: \_\_\_\_\_ SAV.: \_\_\_\_\_ M.M.: \_\_\_\_\_

**APPLICANT CHARACTER REFERENCES**

NAME: \_\_\_\_\_ HOME TEL. NO.: (\_\_\_\_) \_\_\_\_\_

HOW LONG HAVE YOU KNOWN HIM/HER?: \_\_\_\_\_ OFFICE TEL. NO.: (\_\_\_\_) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_ HOME TEL. NO.: (\_\_\_\_) \_\_\_\_\_

HOW LONG HAVE YOU KNOWN HIM/HER?: \_\_\_\_\_ OFFICE TEL. NO.: (\_\_\_\_) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**APPLICANT EMERGENCY CONTACT**

IN CASE OF AN EMERGENCY CONTACT: \_\_\_\_\_ Tel: \_\_\_\_\_

**APPLICANT VEHICLE INFORMATION**

MAKE OF CAR: \_\_\_\_\_ MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_ TAG. NO.: \_\_\_\_\_

STATE REGISTERED IN: \_\_\_\_\_ COUNTY: \_\_\_\_\_

MAKE OF CAR: \_\_\_\_\_ MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_ TAG. NO.: \_\_\_\_\_

STATE REGISTERED IN: \_\_\_\_\_ COUNTY: \_\_\_\_\_

**RECEIPT FOR ASSOCIATION DOCUMENTS AND/OR  
RULES AND REGULATIONS**

I/WE, THE UNDERSIGNED, owners/tenants received and read a copy of:

- \_\_\_\_\_ The Rules and Regulations of the above listed Association.
- \_\_\_\_\_ The Association Documents and any amendments thereof. (SALE ONLY)

I/ WE, HEREBY AGREE to adhere to all the covenants, rules and regulations legislated during the term of my lease, stay, visit, or length of ownership. I/we also agree to pay any fines levied against me/us as a result of a violation of the rules and regulations or damages to the common areas of the Association and said fine will be collected from the owner's/tenant's security deposit or will be charged against the owner's maintenance account.

I/WE, HEREBY AUTHORIZE JMD PROPERTIES as agent for the Association to obtain and verify a consumer credit report, along with an investigation of my background which may include information regarding my character, banking history, present and prior residential history and past and present employment.

I/WE AGREE to indemnify and hold harmless JMD Properties, Inc. and Association its employees, officers and directors, affiliates, sub contractors and agents from any loss expense, or damage which may result directly or indirectly from information or reports furnished by Straight Arrow Screening

I/We can be reached at the following telephone number(s) for the next fifteen days:

\_\_\_\_\_ or \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**By signing, the applicant recognizes that the Association or JMD Properties, Inc. may investigate the information supplied by the applicant and a full disclosure of pertinent facts may be made to the Association or JMD Properties, Inc. The investigation may be made of the applicant's character, general reputation, personal characteristics, credit standing, police arrest record and mode of living as applicable.**

**MAKE SURE YOU HAVE INCLUDED:**

1. A COMPLETED Application. Leave no blanks. Put "NA" in space if applicable.
2. An APPLICATION FEE, (non-refundable) for EACH applicant (husband and wife considered one applicant).
3. A copy of the Lease or Purchase Agreement/Deposit Receipt.
4. Received and signed for the documents and or the Rules and Regulations (see below).
5. Copy of drivers license of each occupant, as applicable.
6. Three (3) letters or emails of references.

**IT TAKES A MINIMUM OF FIFTEEN (15) DAYS TO PROCESS THIS APPLICATION.**

DOMAINE DELRAY CONDOMINIUM ASSOCIATION, INC.  
1405 SOUTH FEDERAL HWY.  
DELRAY BEACH, FL 33483

REVISED RULES AND REGULATIONS

- I. GENERAL
- II. RULES ENFORCEMENT
- III. RECREATION
- IV. BUILDINGS
- V. DESTRUCTION OF PROPERTY
- VI. OWNERS UNITS
- VII. SALES AND RENTALS OF UNITS
- VIII. PETS
- IX. CHILDREN
- X. ACCESS TO UNITS
- XI. HOUSEGUESTS
- XII. REPAIRS AND INSURANCE
- XIII. SANITARY DRAINS
- XIV. INDIVIDUAL AIR CONDITIONING
- XV. MOVING SERVICES
- XVI. MOTOR VEHICLES AND PARKING
- XVII. LAWNS AND GROUNDS
- XVIII. SOLICITATIONS

The following Rules and Regulations were approved by the Domaine Delray Board of Directors. Condominium Association on July 26, 1985; however, these Rules do not supersede the Declaration of Condominium, the Articles of Incorporation, and the By-laws of the Association.

I. GENERAL

- A. Unit owners should familiarize themselves with the following rules and the Condominium Documents including Schedule A of the By-Laws. It is the responsibility of each owner to inform guests and lessees of all rules and to make the rules available to them.
- B. The Board of Directors is primarily responsible for the enforcement of all rules and regulations; however, any owner may, "as a good neighbor," politely call attention to rule infractions, either to the person violating the rule or in writing to the Board of Directors.
- C. Revisions of the rules will be made if and when these rules have become obsolete, inequitable, or fail to cover existing situations. Suggestions for such changes should be submitted in writing to the Board of Directors. At all times, the Board of Directors is anxious to reflect the wishes of the majority of the unit owners.

II. RULES ENFORCEMENT

- A. The Association Committees and the Board of Directors ask for full cooperation in the observance of rules designed to make Domaine Delray a pleasant place in which to live, and to protect the value of the property for all the homeowners. NO REGIMENTATION IS INTENDED, but the Board of Directors has a legal responsibility to administer the affairs of the Association and the property FOR THE BENEFIT OF THE MAJORITY OF THE UNIT OWNERS.
- B. Violations will be called to the attention of the violator; however, observance of these rules by owners, lessees, their families, guests, and employees is the RESPONSIBILITY OF THE OWNER. In all cases, the Board of Directors will deal with and hold responsible ONLY the unit owner, and will not become involved in confrontations or correspondence with lessees, guests, or employees.
- C. Disagreement concerning violations will be presented to and judged by the Board of Directors. Should the conduct be deemed in violation of the provisions of the Declaration of Condominium of Domaine Delray or the Articles of Incorporation of the Domaine Delray Association, a non-profit Florida Corporation, or

the By-Laws of said Association, then the Board of Directors will so notify the individual Condominium owner. If the violation is not cured upon notification by the Board, then the Board of Directors shall have the right to enforce the provisions of the Condominium Documents and/or summary of rules through the institution of legal proceedings by seeking an injunction from a court of competent jurisdiction. All attorneys' fees, filing fees and other expenses shall be paid by the owner of the Condominium unit deemed to have violated these rules. The acceptance by a purchaser of the Warranty Deed conveying the Title shall be considered to be notice of the enforcement provisions of the summary of rules.

- D. Complaints regarding violations of these rules must be submitted in writing to the Board of Directors by unit owners. The Board must notify, in writing, the unit owner responsible for the violation.

### III. RECREATION

#### A. POOL, JACUZZI, DECK, GAZEBO AND DECK AREAS

1. Use of the pool and deck and picnic areas is restricted to owners, tenants and their guests. Owner's guests are described as those persons who are actually visiting the owners or tenants, not friends and relatives who wish to use the amenities at any time because they may be friends or relatives.
2. Persons using the pool do so at their own risk, since the Association does not provide an attendant.
3. Children of diaper age (under 3 years) are not permitted in the pool or jacuzzi.
4. No one with any form of contagious skin disorder whether or not covered with a bandage may enter the pool or jacuzzi at any time.
5. Before entering the pool, everyone must shower. Suntan lotions, tar and sand must be removed.
6. For safety's sake, children under 16 years of age, when they are in the pool or at the deck area, must be supervised by an adult who accepts responsibility for them.
7. Pool users shall not indulge in games, running or horseplay in the pool area. No toys, fins or similar items are permitted in the pool. Rafts are permitted but not floating chairs.
8. No diving is permitted in the pool.
9. The Florida Administration Code revision, effective September 9, 1979, prohibits food or drink in the POOL or DECK AREA. For this reason, all food and beverages are restricted to the covered gazebo building west of the pool deck and to the picnic deck area at the southeast corner of the property. Both areas are convenient to trash receptacles and no littering will be allowed.
10. For everyone's safety, no unprotected glass or pottery articles may be brought inside the fenced area. Plastic utensils are suggested.
11. Chairs and lounges must be covered with towels or robes only when in use. All users are requested to cooperate in returning chairs and lounges to their proper place after use. No chairs or lounges may be reserved by placing a towel, etc. upon them.
12. No "cut-offs" or T-shirts may be worn in the pool.
13. No pets are permitted in the pool area, picnic deck or in the covered gazebo west of the pool deck.
14. Smokers are requested to bring their ashtrays and/or paper cups with them to the pool and picnic areas and remove them when they leave. No throwing of cigarette butts is permitted anywhere on the property, including the parking lot.
15. No loud noises are permitted after 11:00 P.M.
16. Any member of the Board of Directors is authorized to eject any person from the pool or deck area for violation of any of these rules.

#### B. USE OF COMMON AREA FACILITIES

1. Ordinary parties being held by residents should not interfere with the use of the facilities by residents.
2. Arrangements for parking of visitor's cars during private parties must be made by the person sponsoring the party. There must be no interference with resident parking.

3. After use, users are requested to clean the tabletops, barbeque grill, remove all litter and return all equipment to its proper place.
4. When using dumpsters, all trash must be bagged and tied, boxes broken down and placed inside the bins and the lid closed (there is a cord so that you may pull down the lid even if you cannot reach that high).
5. Bicycles on the property are to be stored only in the bicycle racks that are provided. When using the rack, each bicycle must use only one space. Racks are located at the northeast and southeast areas of the parking lot. Anyone who does not wish to use the provided bicycle racks must store their bicycle INSIDE their apartment. Bicycles are not to be stored in the lower unit courtyards or on the front balconies where they may be seen from another apartment.

#### IV. BUILDINGS

##### A. EXTERIOR APPEARANCE

1. Changes to the exterior of units by way of additions, painting, decorating, alterations or any CHANGE TO THE EXTERIOR OF THE BUILDING WHICH IS VISIBLE FROM ANOTHER APARTMENT OR FROM THE GROUND are prohibited unless prior written approval is given by the Board of Directors.
  - a. Storm shutters, sunshades and screened doors require written approval from the Board of Directors.
  - b. From this date on, all window treatments must be of a neutral color on the side that faces the exterior of the building so as to conform to the exterior appearance of the building. Any color other than white, beige or light grey will not be considered a neutral color and will be deemed a violation of these rules and regulations.
2. Because of the Palm Beach County fire codes now in effect, cooking is not permitted on walkways, lawns, screened balconies, courtyards. Outdoor cooking is permitted only in the picnic area where a grill has been placed by the Association. You may bring your own barbeque to this area by the picnic tables or use the one provided.
3. Courtyard gates are to be kept all the way closed or all the way open (blocked) when not in use to prevent wind damage. Gates are not allowed to blow back and forth.
4. Courtyards and balconies are limited common elements. Furniture and any accessories placed there are fully visible from other apartments and, therefore, must be approved by the Board of Directors. Such approval will not be unreasonably held provided the decor in question, in the opinion of the Board of Directors, enhances the character and image of Domaine Delray. Please refer to items 4 and 5 of your Schedule A (By-Laws).

##### B. OBSTRUCTIONS

1. Sidewalks, entranceways, driveways and walkways must not be obstructed in any way.
2. Outdoor rugs or mats must be maintained by the unit owner in a safe and sanitary manner and may be placed only outside the unit door in the entranceway. Carpeting may NOT be run the length of any walkway.

##### C. SIGNS

1. No signs, except name signs approved by the Board of Directors, may be exhibited, inscribed, painted or affixed by a unit owner on or to any part of the unit exterior.
2. No real estate signs are permitted to be visible, this includes "For Sale (or Rent) by Owner" signs.
3. No "For Sale" signs are to be displayed on vehicles in the parking lot.

## V. DESTRUCTION OF PROPERTY

- A. The marking, marring, damaging or destroying of any part of the buildings or furniture of Domaine Delray, the driveway or its curbing, will not be tolerated. The cost of any repairs will be assessed against the unit owner responsible.
- B. Owners are financially responsible for the damage caused by their family members, guests and tenants.

## VI. OWNERS UNITS

- A. Units are to be used for residential purposes only and are to be occupied as single family dwellings.
- B. Owners must obtain written approval from the Board of Directors for installation of storm protection systems for balconies, patios and windows. Storm Protection on all windows and doors shall have minimum impact on the original architecture with frame, trim and slats visible from the exterior of the building to be a matching color.  
All window replacements must be code compliant and consistent with current architecture.
- C. Sun control film may be applied to windows and doors provided such material is silver or colorless. The use of newspaper, aluminum foil or wrapping paper, etc., is not permitted.
- D. No structural changes shall be made in any unit without prior consent in writing from the Board of Directors.
- E. No outside shades, awnings or window guards shall be installed, nor shall any radio or television antennas be installed without prior consent in writing from the Board of Directors.
- F. Each owner shall keep his/her premises in a good state of repair and cleanliness and shall not throw or permit to be thrown from his/her unit any dirt, rubbish or other material from the walkways. No dust mops or rugs are to be shaken from the walkways. No towels or garments may be hung on railings or on drying racks, chairs etc., on walkways where they can be readily seen from other buildings. Trash shall not be allowed to accumulate in courtyards or walkways.
- G. All residents are cautioned against leaving their units for extended periods of time without arranging for someone to make periodic checks to ensure everything is in order.
- H. Second Floor Patios and Walkways: The structural integrity of second floor patios and balconies constructed of steel reinforced concrete is adversely affected by water and salt intrusion. For this reason, once existing tile, carpet or any other floor covering is removed from second floor patios and the concrete surface is treated with the approved waterproofing product, no carpet, tile, river rock, or other covering shall be re-installed or glued to the concrete surface of the patios. They only material that a Unit Owner may use on the treated concrete surface of second floor patios are area rugs or mats that are not glued to the surface of the concrete or those certain products that have been approved by the Association's engineer for use in these areas. Further the Unit Owner is required to apply to the Association and obtain prior approval from the Association before the installation of enclosures, shutters or any other alteration to these limited common areas to ensure the installation does not affect the integrity of the concrete or void any warranties. No carpet or any other floor covering is allowed on second floor walkways other than area rugs and mats as approved by the Board.  
Adopted August 09, 2012
- I. Working hours for Unit Owners, Contractors and their workers is 8:00AM to 5:30PM Monday – Friday. 9 – 4 on Saturday and no remodeling contractors on Sunday. Exceptions include failed Internet service, failed air conditioning, leaking plumbing pipes, television and telephone repair, or any minor repairs that don't generate noise. (adopted by Board October 2017)

## VII. SALES AND RENTALS OF UNITS

- A. No subleasing is permitted. Units may be leased subject to applicable rules. Every unit owner is responsible for all damages caused by his/her children, grandchildren, guests or lessees including payment for all damages caused by them.
- B. Any owner who wishes to sell or lease his/her unit must refer to the Condominium Documents beginning on page D-15.
- C. If the rental or sales application is received less than 60 days prior to the closing of the sale or lease (the 60



day time period stipulated by the Condominium Documents) then, the Board of Directors will make every effort to complete the screening process in the time provided; however, NO SALE OR LEASE WILL BE APPROVED UNTIL THE REVIEW PROCESS IS COMPLETED.

- D. The application for approval will first be reviewed by the Rental/Sales Committee, which will acquaint the applicant with the rules and other pertinent information concerning Domaine Delray Condominium and the Association. Past residence, current employment, banking and personal references will then be verified. Upon receiving the recommendation of the Rental/Sales Committee, the Board of Directors shall decide whether to approve or disapprove the application and will so notify the applicant or his/her agent.

#### VIII. PETS – Owners with dogs of 25 pounds or less are allowed with Board Approval

- A. On rentals, no pets are allowed.
- B. If a pet which an owner or an approved tenant now has dies, or is somehow disposed of, it may not be replaced.
- C. The housing of a pet is subject to termination by the Board of Directors if the pet owner does not follow the rules regarding pets as listed herein.
- D. A pet must be on a leash at all times when outside the owner's unit and while on Domaine Delray property.
- E. No unattended pet may be left in a unit for any period of time if the pet creates a noise disturbance to other unit owners.
- F. Pets may be walked along the swale area of Federal Highway. The owner is responsible for the immediate removal, in a sanitary matter, of deposits left by the pet. Deposits (including cat matter and cat litter) are to be bagged and tied and put in the dumpster.
- G. Any violation of these listed conditions may be referred to the Board of Directors whose discretion thereafter shall be controlling.
- H. Pets are not allowed to be walked on the walkways or grassy areas of the condominium. They can be walked on the paved area in order to cross to the swale area of Federal Highway.

#### IX. CHILDREN

- A. Please refer to Schedule A of your By-Laws.
- B. No playpens or children's walkers are permitted in the pool area. Infants in strollers are confined to the covered gazebo areas to the east and west of the pool deck.
- C. No skateboards are permitted on the property.

#### X. ACCESS TO UNITS

- A. Please refer to item #10 of Schedule A of your By-Laws.
- B. The agent of the Association for the purpose of receiving keys is the President. In the Presidents absence the Vice-President shall do so.

#### XI. HOUSEGUESTS

- A. Owners or lessees, if they will not be in residence, shall notify the Board of Directors of the names of any persons who will be occupying their units in their absence.
- B. Owners have the responsibility to make certain their houseguests are fully informed of the rules contained in this document.
- C. Any violation of these rules by houseguests will be called to the attention of the unit owner who ultimately is responsible for any damage caused by his/her guests.

#### XII. REPAIRS AND INSURANCE

- A. Please refer to page 8 of your Declaration of Condominium.
- B. All interior maintenance and insurance is the responsibility of the unit owner. All exterior maintenance and insurance is the responsibility of the Association. Association employees have been instructed to

perform no duties other than those directed by the Board. Any questions of unit owners with respect to Condominium property should be directed to the Board.

### XIII. SANITARY DRAINS

- A. Our sanitary drains require special care at all times. Therefore, no paper towels, baby diapers or other hard to dissolve materials should ever be deposited in the toilets. No grease or coffee grounds should ever be put into the garbage disposal. Care should be exercised regarding the quality of soap that is placed in the dishwasher and clothes washer. If it can be determined by a licensed contractor which unit originated a problem with a sanitary drain, that owner will be billed for the repairs.

### XIV. INDIVIDUAL AIR-CONDITIONING

- A. Each owner is responsible for the maintenance of his/her air-conditioning unit. Air-conditioners should normally be serviced each year to prevent algae build-up and to maintain Freon levels. Either of these conditions, if neglected, can create serious overflow problems capable of damaging other units. Each unit owner will be held financially responsible for any damages caused to common elements or other units by lack of proper servicing of his/her air-conditioner.

### XV. MOVING SERVICES

- A. All moving services must be accomplished between the hours of 9:00 A.M and 5:00 P.M. Any damage to the buildings or driveway and its curbing caused by the moving shall be the responsibility of the owner of the unit the property was delivered to.
- B. No owner, tenant or guest shall make or permit to make any disturbing noises in the building that will interfere with the rights, comfort or convenience of other owners.

### XVI. MOTOR VEHICLES AND PARKING

- A. Please refer to Schedule A or your By-Laws, item #11.
- B. One (1) assigned parking space was made available to each unit owner by the Developer. A listing of assigned spaces is distributed from time to time and is on file with the Board of Directors should a copy be desired.
- C. The Board has designated parking areas marked "guest" or left un-numbered. Owners are responsible for making sure their guests (or their tenant's guests) use only those designated parking spaces.
  - 1. These spaces are on a first come, first serve basis.
  - 2. These are the only spaces approved for use by non-residents.
- D. All vehicles on the property must be registered, licensed and operable.
- E. No parking is permitted at any time in front of the trash dumpsters. Any cars parked there are subject to tow at the owner's expense.
- F. Parking of commercial trucks, vans, trailers or camper type vehicles is prohibited with the following exceptions:
  - 1. During delivery and/or installation of furniture and accessories.
  - 2. Commercial vehicles belonging to employees of the Association while engaging in the performance of their duties on the property.
- G. The owner of each apartment is responsible for the condition of that apartment's assigned parking space. If any vehicle in that space damages the asphalt in any manner, the unit owner will be billed for repairs. All repairs to the asphalt (and any other common area) must be done by the Association.
- H. Parking on the landscaped areas is prohibited.
- I. Automobile washings may be done at the south pool where there is a hose provided for that purpose or within a resident's own assigned parking space.
- J. Major repairing of any vehicle within Domaine Delray is prohibited.
- K. Motorcycles must be parked in their own space and cannot share a space with an automobile.

XVII. LAWNS AND GROUNDS

- A. Use of landscaped areas for sports activities is prohibited.
- B. Picnicking is restricted to the west gazebo and the picnic deck.

XVIII. SOLICITATIONS

- A. There shall be no soliciting or door to door canvassing by any persons anywhere in Domaine Delray for any cause, charity or purpose whatsoever, except as authorized by the Board of Directors.
- B. If approval is given by the Board of Directors, envelopes may be left at all unit doors with instructions for returning their contributions for those desiring to do so.

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Updated 01/18/18 cf