

Cresthaven Condominium Townhomes, Section One, Inc.
“Fernley 1”

2886 Fernley Drive East Box 93 West Palm Beach, Florida 33415

Rev. 2022

I RULES AND REGULATIONS

These rules and regulations apply to all owners and their families, guests, invitees, employees, lessees and any person(s) over whom they have responsibility, control or supervision. The Association will seek remedy from the owners for violations.

1. **Occupancy:** Units may only be used as single family dwellings for the owner or renter. Fernley 1 is designed and intended to be an **adult community** for adults who are fifty-five (55) years of age or older. A person under the age of eighteen (18) may not reside in the unit. An owner under the age of fifty five (55) may occupy the unit only if there is approved full time occupant fifty five (55) years old or older. The unit may be occupied only by persons approved in writing by the Association. Contact the management company for the application for screening, interview and approval.
2. Owners must own a unit for one year before leasing it.
3. Owners/family unit may not own more than two (2) units in Fernley One.
4. The maximum number of persons permitted to occupy a unit shall be two (2) persons per authorized bedroom.
5. All walkways and entrances shall be maintained in a clean, neat condition and free of anything which might block or hinder access or egress to/from the premises. Articles such as flower pots or chairs are allowed so long as they do not hinder access to the door and are maintained in good condition. Front walkways shall not be used as storage.
6. **Trash receptacles** and/or recycle bins shall not be placed outside the units, on the patios or entry walks.
7. Common elements and limited common elements shall be kept free of rubbish, debris and other unsightly material.
8. **Trash/recycling** may not be placed to the street prior to 6 PM of the day before collection. Receptacles shall be brought in on the day of collection.
9. **Commercial vehicles** may not be parked or stored overnight on condominium property. A commercial vehicle is defined as any vehicle which bears a sign or logo referring to a commercial undertaking; carries tools or supplies visible from the street; equipped with light(s), rack(s), box(es) or chest(s) associated with a work vehicle.
10. Residents must park in their assigned spaces in front of their unit. Vehicle license plates must be current and on file at the clubhouse office. Guest spaces are reserved for guests.

11. No vehicle which is unable to operate under its own power shall remain on condominium property for more than 24 hours. Only emergency repairs, which can be completed in a single day, can be performed on condominium property.
12. No camper, motor home, motorcycle, motor bike, RV, trailer, camper, boat, or truck larger than 1/2 ton shall be parked on association property overnight. If such vehicle belongs to the guest of a unit owner, special permission may be granted, at the discretion of the Board of Directions, for parking in a designated area for a limited period of time. No recreational vehicle may be occupied while on the property. All violating vehicles may be subject to towing in addition to fines.
13. No unit owner shall make or permit any disturbing sounds, noise, odor or activity which interferes with the rights, comfort or convenience of others. No unit owner shall allow any illegal activity on condominium property or in any unit.
14. **No antenna or dish** shall be installed or affixed to any portion of a unit, common area or limited common area without prior written consent of the Association. Approved antenna or dish must be removed and properly stowed when a hurricane warning is issued. Homeowner will be held responsible for any damage or liability incurred.
15. **No sign**, advertisement, notice or lettering shall be exhibited, displayed, painted or affixed in, on or upon any part of the condominium property by an owner, guest or agent. This prohibition includes any sign within a unit which is visible from outside the unit.
16. No addition, modification or alteration can be made to the exterior of any building, common property or limited common property; nor can anything be attached or affixed to a building without the expressed written permission of the Board of Directors. See "Guidelines for Architectural Changes
17. No flammable, combustible or explosive shall be kept in any unit or limited common element except as may be required for normal household use.
18. No permanent clothesline or similar device shall be allowed.
19. Two **domestic pets** weighing less than twenty five (25) pounds each are permitted per unit.
 - a. Pet shall be on a leash and under the control of the owner at all times.
 - b. At no time may a pet be tethered or kenneled unattended outside a unit.
 - c. The owner shall be responsible for the immediate removal of any excreta deposited by their pet.
 - d. The owner shall be considerate of the welfare of others in the community.
 - e. Feral animals (animal that are running free) may be captured and brought to Animal Control. Owners are responsible to control their animals.
 - f. Pet owners must be considerate of the welfare and comfort of community members. Excessively noisy or threatening/aggressive pets that pose a real or perceived danger, or that are a nuisance to the community will not be tolerated. Owners of any such animals will be required to consult with the condo board or their assigns to arrive at a safe solution for the members of the community. It is understood that this procedure may result in the removal of the animal from the community.

20. No feeding of **wildlife** (birds, ducks, squirrels, etc.) is permitted anywhere in the community.
21. All **complaints** must be in writing, signed by the resident, include unit number and deposited in the office slot at the clubhouse.
22. Owners or lessees who plan to be absent any time during **hurricane season** (June-November) shall cover all windows with hurricane shields (Certified wind resistant windows are exempt.) and remove all outside objects prior to leaving. A responsible local person shall be authorized to represent the owner in case of emergency. The office must be made aware of that person. Persons present when a hurricane warning is declared must cover all windows with hurricane shields (Certified wind resistant windows are exempt.) and remove all outside objects.
23. **Hurricane panel or shutter deployment/removal:** No windows or doors on any OCCUPIED unit may be blocked by hurricane panels or shutters except for the period five (5) days prior to and five (5) days after the threat of a storm. Hurricane shutters or panels may be deployed on **UNOCCUPIED UNITS** only during hurricane season (June 1 through November 30). Exceptions may be made by the Board of Directors. A waiver letter must be submitted to the Board of Directors for approval. Owners of those units that are going to be unoccupied during hurricane season (ie. "Snowbirds") must submit a waiver letter which will be approved or disapproved by the Board. If approved, a copy of said letter will be given to the owner and a copy will be put in the owner's file.
24. The management company must be notified in advance of any contractor hired by the unit owner going on the roof of the unit.+
25. **Rules specific to guest** For the purpose of this section the word guest shall refer to person(s) received and entertained at someone's home overnight and who is not a member of the Condominium. The Board of Directors may consider short term exceptions to the following rules to accommodate or mitigate extreme circumstances.
 - a) Guest(s) shall park in spaces marked "guest" or the space assigned to the unit.
 - b) Guest(s) staying overnight for three (3) nights or more shall register at the clubhouse.
 - c) Residents are permitted unlimited guests for a total of thirty (30) days per calendar year per guest WHEN THEY ARE IN RESIDENCE. Guests exceeding these limits will be required to undergo the "interview/background" procedure. WHEN AN OWNER IS NOT IN RESIDENCE, up to two (2) groups of guests are permitted for no more than thirty (30) days total between them per calendar year. Guests must be registered at the clubhouse per rule (b).
 - d) Prior to the arrival of a guest staying for three (3) or more nights, host shall provide Board/management with a written notice of their arrival and departure on the form available from the Association.
 - e) The owner of a unit is responsible for the actions of guests (whether the owner is present or not; on in residence or not).
 - f) If the unit owner is not in residence with the overnight guest(s) there shall be at least one person twenty one years of age or older staying in the unit and accompanying minor(s) to the recreational facilities. Day guests may not use the recreational facilities when unit owner is not in residence.

g) Short term rentals, vacation rentals or Airbnb or the like and/or the advertising of such are strictly prohibited and are subject to fines and/or court action. All rentals are subject to other existing rules and regulations concerning leases.

h) No owner may rent or lease a portion of a condominium (ie. Bedroom, Florida Room)

Reports of violations of these rules and regulations should be made in writing and include reporter's name and contact information.

CONTACT POLICE FIRST FOR POLICE MATTERS BY CALLING 911 (robbery, suspicious persons, medical emergency, fire, etc.). Then notify the Association.

II RULES FOR RECREATION FACILITIES

CLUBHOUSE:

1. To use the clubhouse for a personal event: Fill out a form requesting a reservation. The forms are available next to the office door. Return the form with two checks (payable "Fernley I").. one for \$25.00 usage fee and another for \$50.00 security fee. The security fee check will be returned to you if the clubhouse is returned clean and in original condition. Availability will be on a first come first served basis. Community functions and events supersede individual requests.
2. The kitchen may be used to refrigerate or reheat foods only. Fire department regulations prohibit cooking.
3. To borrow folding tables and chairs: Place request through a board member. The 8 foot tables and folding chairs are the only equipment that can be borrowed from the clubhouse.
4. Proper attire: Dry bathing suits are permitted. No bare feet. Men must wear shirts.
5. Pool table: Use by residents and their guests, only. Must be 15 years of age or older. Observe other rules posted at the table.
6. Saunas: Use of the saunas is limited to residents only. Anyone using saunas does so at own risk.
7. Do not use or attempt to repair malfunctioning equipment. Report situation as soon as possible.

TENNIS COURT:

1. The tennis court may be used for *tennis only*
2. Use of tennis court is limited to residents and their guests only. Children under 15 years of age must be supervised by a responsible adult.

3. Only tennis shoes or sneakers with non-marking soles may be worn on the court. No bare feet. No wheels.
4. No food or glass containers permitted inside the fenced area.

SWIMMING POOL:

1. NO GLASS IS PERMITTED IN THE POOL AREA.
2. Pets are not permitted in the pool area.
3. Keep all item at least four (4) feet from edge of pool.
4. Facilities are reserved for residents and their guests only. Resident must be present when guest uses pool.
5. Pool safety equipment (life ring, shepherd hook) may be used for rescue only.
6. Follow all rules posted at the pool.
7. Do not use or attempt to repair malfunctioning equipment. Report situation as soon as possible.
8. Pool capacity (per County) is fifteen (15) persons at a time.
9. Cycling, skateboarding and similar activities are not permitted in the pool area.
10. Please be considerate of others using the pool and pool area.

SHUFFLEBOARD COURTS:

1. Facilities are reserved for residents and their guests, only. Children under 15 years of age must be accompanied by a responsible adult.
2. Do not use courts when they are wet.
3. Do not walk on courts. Use alleyways.
4. Handle cues carefully. Use handles to move discs.
5. Return equipment to storage when done.

III GUIDELINES FOR ARCHITECTURAL CHANGES

To follow the requirements of the Declaration of Condominium and to maintain the uniform architectural appearance in the community, which reflects a clean, uncluttered and open architectural statement accented by well-maintained landscaping, the following GUIDELINES FOR ARCHITECTURAL CHANGES have been adopted (NOTE: Any changes or additions that alter the appearance of the building or grounds must receive approval of the Board of Directors in writing prior to work being performed.)

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DOORS: Though the Association is responsible to repair/replace the rear door (not the locks) that exits to the common property from the unit storage room, owners are responsible for the other exterior doors of their unit.

Front door

- a. may be solid slab or solid slab containing a opening in the top third of the door.
- b. must be hurricane rated
- c. must be painted the same color as the other doors in the community
- d. county building permit must be recorded

Sliding glass door (door-walls)

- a. must have white vinyl or white aluminum frames
- b. must be hurricane protected (shutters, panels or hurricane rated glass)
- c. must not have mirrored, black-out or bronze colored coating
- d. designs, if any, must have the prior written approval of the board
- e. county building permit must be recorded

Storage room door that opens on to common element

- a. Responsibility of the Association.
- b. Repair/replace at the sole discretion of the Association.
- c. Does not include lockset or deadbolt.
- d. Any other door to/from the unit is the responsibility of the owner.
- e. Approval required.

WINDOWS: Owners are responsible for the maintenance and/or replacement of all the windows in their unit. Awning style windows are no longer permitted per county building code. Replacement windows:

- a. must have white vinyl or white aluminum frames
- b. must be hurricane protected (shutters, panels or hurricane rated glass)
- c. must not have mirrored, black-out or bronze colored coating
- d. may be single panel, one-over-one or two-over-two style, only
- e. may be horizontal sliding, single hung or double hung
- f. county building permit must be recorded

PAINT: The Association is responsible for routine, periodic maintenance of the exterior paint. If you must paint a portion of the exterior of the building, for any reason, you must first obtain written authorization from the Board of Directors. NO COLOR CHANGES WILL BE PERMITTED

REAR PATIO: With the prior written consent of the Board of Directors, a temporary patio may be installed in the rear portion of the unit. The patio

- a. should be no larger than 10 feet by 12 feet. Size may be limited by the space available. Must not interfere with other unit owner's use or enjoyment of the adjoining areas or the maintenance of the adjoining area.
- b. must be made of concrete pavers
- c. must be level and smooth
- d. maintenance shall be the perpetual responsibility of the owner of the unit.

- e. must not interfere with the operation of the irrigation or utilities (Any modification or repair required as a result of the patio or its installation, will be the responsibility of the unit owner)
- f. A shrub enclosure may be required (at owners expense)
- g. If, for any reason, the patio must be removed, it will be done so at the unit owner's expense.

FRONT PATIO: Most "B" and "C" units are configured in such a way that will permit the installation of a small temporary patio. Front patios are not permitted at "A" units. Front patios are subject to the same requirements as the rear patios, except for size. The size of the patio to be determined by the architectural committee and may vary by unit.

PLANTING (flowers, shrubs, trees, mulch): Unit-owner-plantings are limited to the beds which are contiguous to the unit.

- a. Alteration, addition, moving and/or removal of shrubs or trees require the written permission of the Association. Plant material requiring special treatment or (i.e. water, fertilizer, pruning, etc.) may be declined by the association. If the Association approves the installation of such plant material, it will not be responsible to provide such special treatment or attention.
- b. The Association is unable to provide special services (pest, diseases, water)for owner installed plant material.
- c. The Association will not be responsible for the replacement of owner installed plants. The owner, in perpetuity, will be responsible to replace dead or declining plants.

OUTSIDE FURNITURE, ACCESSORIES:

- a. All visible furniture and accessories shall be clean and in good condition. No broken, soiled or dilapidated items are permitted.
- b. Area shall be kept in a neat, uncluttered and tidy condition at all times.
- c. If the owner is not in residence for one week or longer during hurricane season (June 1 through November 30) , ALL movable items shall be removed from the exterior of the unit and properly stored.
- d. No large, single item that requires disassembly to be brought indoors shall be permitted.
- e. The Association is not responsible for the safe keeping of personal property.
- f. The Association or its subcontractors shall not be responsible for damage to or liability arising from personal property outside the unit.
- g. Occupants place items outside at their own risk.

LIGHTING:

- a. Lighting changes or additions require prior written consent of the Association.
- b. Additional lighting shall be limited to the flower bed area contiguous to the unit.

- c. Lighting shall not be troublesome to others. (ie blinding, intrusive, etc.)
- d. Landscape or seasonal lighting shall not be hard wired (Must be plugged into a GFCI protected outlet.).
- e. If extension cords are used they must be rated for out door use.

SEASONAL DECORATIONS:

- a. Seasonal decorations shall be displayed at the occupant's own risk.
- b. The Association nor its subcontractors shall be responsible for damage of decorations.
- c. Decoration will not be displayed for more the four (4) weeks prior to nor four (4) weeks after the holiday the decoration celebrate.

FINING SCHEDULE

CRESTHAVEN CONDOMINIUM ASSOCIATION, SECTION 1, INC. FERNLEY 1

Trash out early or barrel left out	\$ 10.00/day
Parking	\$ 10.00/day*
Feeding ducks, birds, squirrels, cats, etc.	\$ 50.00/violation
Failure to maintain vicinity of unit, clutter	\$ 50.00/day
Unauthorized guest, rental, lease (failure to submit paperwork).....	\$100.00
Unauthorized architectural change.....	Restore to original plus \$25.00/day
Unauthorized alteration of community property.....	Restore plus \$50.00/day
Nuisance	\$ 10.00- \$100.00/day
Failure to return "Data Sheet"	\$10/day
Hurricane/Storm Shutters	\$ 50.00/day

Notice of violation and an opportunity to appeal will be sent to owner prior the levy of fine.

*The Association also has the option to tow the vehicle at the owner's expense.