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# **PORTOFINO CONDOMINIUM APARTMENTS**

## **HOUSE RULES AND REGULATIONS**

**Adopted May 3, 2016 (revised 7.3.25)**

The following rules and regulations, adopted by the Board of Directors after hearing the wishes of residents, are designed for the collective benefit of all unit owners, their family members, tenants and guests to promote a safe, harmonious living environment.

Living in a condominium requires residents to abide by rules that will encourage awareness of the needs of neighbors and all the people in the building. In addition, the rules aim to protect our property values, including the aesthetic appearance of the common elements of the interior and exterior of the building.

Residents of the Portofino are required to take responsibility for knowing and abiding by these rules and for ensuring that their family members, tenants and guests understand and abide by the rules as well. From time to time, the rules and regulations may be amended by the Board of Directors consistent with matters in the Declaration of Condominium, Articles of Incorporation and its Bylaws. We thank you for your participation and support.

### **I. REGISTRATION OF GUESTS AND TENANTS**

Guests must register at the Front desk upon arrival. A parking space will be allocated and noted at the desk. It is the resident's responsibility to notify their guests of all house rules.

No one is entitled to gain admission to any unit during the absence of the owner without written permission of the owner given to the manager. If any owner wishes to have a family member or a guest stay in their unit during the owner's absence, written permission must be granted by the owner and given to the manager two (2) days prior to the guest's arrival. Emails are acceptable. If this permission is not given, the guest may be refused access to the unit and the building. In an emergency, a telephone call to the Manager from the unit owner will be honored. Written authorization must follow immediately.

A family member or guest is welcome to stay at Portofino for a maximum of three (3) weeks, whether or not the owner is present. Any owner who wishes to obtain approval for a family member or a guest to stay longer than three (3) weeks must follow the procedure for obtaining Association approval for a tenant or co-resident of the unit. The guest must complete the Guest Information Form, submit the completed form and any information as may be requested by the Association to the manager, and go through the screening process in order to be approved.

## **II. RENTAL PROCEDURES**

Rental of units is limited to one (1) lease per consecutive twelve (12) month period. New owners shall not lease a unit until one (1) year after the date of purchase, measured from the date the conveyance is recorded in the public records of Palm Beach County, Florida.

All prospective owners, tenants, and occupants who intend to reside in a unit longer than three (3) weeks are subject to screening and approval by the Association prior to purchase, leasing, or occupancy of a unit. All prospective residents shall be interviewed by the Portofino Interview Committee as part of the screening process and shall undergo a criminal and financial background check. Residents may not occupy a unit prior to approval and any occupancy of a unit without the written approval of the Association shall be void.

Any owner who intends to rent his or her unit must submit the Rental Agreement Form, and any information as may be requested by the Association, along with a \$100 application fee paid to the Association. After all the required information has been submitted to the Association, the manager shall submit the application to the Board for consideration of approval and schedule an interview with the Portofino Interview Committee. The Association shall render its decision regarding approval or disapproval within thirty (30) days of receipt of all information as required by the Association. Incomplete applications will not be processed.

## **III. REQUIREMENTS IN ABSENCE OF OWNER**

The Association requires each owner to provide a current set of keys to each apartment. Keys will be kept secure in the building under the custody of the manager. A record will be maintained as to all use of keys by staff who must sign for such use. The manager shall not allow any other person to enter the unit with such key without the owner's written permission, except in an emergency or as may be required by the Association.

Any owner leaving a unit for an extended period must notify the manager and leave a forwarding address and telephone number where the owner can be reached. It is suggested that an owner leave car keys with the manager in the event that the car needs to be moved due to construction, etc. It is also suggested that the owner notify the doorman whether or not the owner's parking space may be used in the owner's absence. Terraces must be cleared (please refer to section on terraces) and water to the toilets shall be turned off prior to leaving the unit.

## **IV. ELECTRONICALLY OPERATED GATES**

Entry to the property shall be only through the North gate and all exiting of the property shall be through the South gate.

Gates will be controlled through the use of an electronic sensor sticker or a control at the doorman's station. All owners and tenants must complete the Vehicle Registration Form prior to receiving their electronic sensor sticker. One electronic sensor sticker will be provided per parking space owned. Additionally, stickers may be purchased at cost. No one other than an owner or tenant shall be allowed

to purchase an electronic sensor sticker.

Any resident expecting a visitor or service company shall notify the doorman of the approximate time of arrival and provide a list of the guest's names in order to reduce the possibility of delay at the entrance gate. Visitors shall be denied entrance to the community unless the doorman has either verbal or written approval by the owner.

All individuals, other than residents (i.e. vendors, service companies, staff help, guests, etc.) will be required to stop at the gate and contact the doorman from the automobile call box. The doorman will then open the gate and provide parking instructions.

## **V. PARKING RULES**

Each unit of Portofino, whether an owner or a tenant, is allowed one parking space unless an additional parking space has been recorded with the deed.

A resident, with approval from an owner who is not utilizing their designated parking space may use it for temporary second car parking. This arrangement must be in writing and filed with the office. The building's guest parking spaces are not to be used for an owner's second parking space. An absent owner who has a car at Portofino should park that car in the space assigned to his or her apartment. In that case, any guest should register as a guest and park as directed by the doorman. Every guest shall register as a guest and park as directed by the doorman.

Vehicles parking in unauthorized parking spaces may have their cars removed from the property by a towing service. The owner shall be liable for the cost of removal, transportation, storage as well as damages resulting from the removal of the vehicle including any attorney's fees and court costs per Florida Statutes. Except in cases of an emergency, a warning notice to the violator will be affixed to the car 24 hours in advance of the towing. If the violation is not corrected within 24 hours, the Association is authorized to tow the vehicle without further notice to the violator.

Between November 1 and April 30, any resident of Portofino having more than five (5) guest automobiles must provide for valet parking. For the remainder of the year, any resident of Portofino having more than five (5) guest automobiles need not provide for valet parking.

Residents must park their cars in their assigned spaces and failure to follow this restriction may result in towing of the offending vehicle.

No overnight parking of trucks of any type, boats, recreational vehicles or motorcycles will be allowed.

A limited number of motor scooters and mopeds will be allowed to be parked in the designated parking area (Automobile space #1 and utility space in the northwest corner of the front lot). Motor Scooters and Mopeds must be wheeled into and out of the parking lot with the engines off to minimize noise. A \$200.00 / year registration fee per moped or motor scooter will be required and paid to the association.

Parking is prohibited for longer than five (5) minutes at the curb in front of the building. In general,

cars should not be parked in front of the entrance. The vehicles stopped at the front entrance must be shut off before unloading passengers or goods.

## VI. GENERAL RULES

**MAINTENANCE FEES:** Owner maintenance fees are due the first of each month. Prompt payment by check is expected and necessary in order for Portofino to meet its financial obligations. In addition to any other remedies, a fee of \$25.00 per month will be incurred on any unpaid balance after the tenth of the month.

**TRASH:** All trash must be placed in plastic bags, which are securely tied and then dropped down the chute. No boxes may be deposited into the chutes. Unbound trash shall not be left on the floor of the trash room. All boxes should be broken down and placed/stacked behind the recycling bins of the trash room.

**HAZARDOUS MATERIAL:** Hazardous materials are never permitted in the building.

**NUISANCE, SANITARY NUISANCE OR NUISANCE INJURIOUS TO HEALTH:** Stacks of newspapers, magazines or other flammable material constitute a fire hazard for the building and a nuisance and are not permitted to accumulate in a unit. If the Board determines that a unit is a hazard and/or has become a nuisance, **sanitary nuisance**, or a **nuisance injurious to health**, the owner will be required to dispose of the material. If removal of the nuisance is not timely performed, the Association is authorized to enter the unit to remove the nuisance and charge the unit owner for the cost of the removal.

**CHILDREN:** All children must be instructed and cautioned about proper use of the facilities, including the elevators and the pool. Children under the age of ten (10) shall not be allowed to roam around the condominium property unattended.

**FLOORING:** If an owner wants to install tile, wood or flooring other than carpet the Agreement for Soundproofing Form must be signed and submitted to the Association for review and consideration before installation. If, after installation, the noise level is a disturbance or nuisance to other residents, the owner shall remove such flooring and install carpet or area rugs.

**BUILDING SERVICES:** All requests for special building services must be cleared through the Manager's office. In addition, the Owner is responsible for notifying the doorman in advance of deliveries requiring the elevator to be padded.

**STORAGE LOCKERS:** All personal property in storage area on the first floor or in private storage area, (floors 1-10) is placed at risk and responsibility of the owner of such property. The first-floor building storage room is for the use of the residents' tagged trunks and suitcases. Space for such use will be supplied by the Manager upon request. This room is locked at all times and the key for same will be supplied by the doorman.

**MOVING DEPOSIT:** Any person who is moving in or out of the building must pay a \$150.00 damage deposit to the Association. Upon completion of the move, the Manager will inspect the

common areas to determine if there is any damage. If there is no damage, the deposit will be returned. If there is damage in excess of the amount of the deposit, the owner or tenant is responsible for the additional cost of the repairs.

**MOVING RULES:** All moves shall only be done using the service entrance and only on Mondays through Fridays from 9 a.m. to 5 p.m. except legal holidays. All moves must be scheduled and approved by the building manager at least two weeks in advance in order to ensure that multiple moves do not occur within the same day and that adequate elevator resources are available.

**CONSTRUCTION/RENOVATION RULES:** No substantial construction or renovation work in units is permitted during the period between November 15 and April 15 of each year, with the exception of the installation of carpeting within the interior of the unit or painting within the interior of the unit. All repairs, renovations or other maintenance can be performed only after the Board, Manager or designee has given written permission to the Owner approving such renovations. A copy of the permit, where applicable, must be available for general inspection. When the work is completed, the Manager is responsible for doing an inspection in order to confirm that all work has been completed in conformity with the approval granted. All work must be performed between 9:00 a.m. and 5:00 p.m. Mondays through Fridays with the exception of legal holidays. This rule is applicable regardless of whether the work is being done by the unit owner directly or by an independent contractor. Forms to obtain approval may be obtained in the Manager's office.

**WASHERS AND DRYERS:** Washers and dryers are not permitted in any unit. Laundry facilities are available on all floors. When used these machines should be cleared as quickly as possible and require the use of low suds (HE) detergents. Lint should be removed from the dryer after use as a courtesy to the next person. Washers and dryers cannot be used before 8 a.m. or after 10 p.m. No one should unload another person's laundry, unless such laundry has been left in the machine for more than thirty (30) minutes after completion.

**TERRACES:** Indoor/outdoor carpeting or tile cannot be installed on the terraces. If a unit owner will be away for an extended period of time, the owner is asked to remove all movable items, furniture, and flowerpots from his or her terrace. No wall coverings, screening, awning, canopy, shutters, wind chimes, or other enclosures may be affixed to the terrace area. No painting is permitted on the terrace except on the floor. Any illumination on the terrace shall not be of an objectionable nature or cause a nuisance. Nothing can be shaken from the terraces, or be placed on or over a terrace balustrade, or be thrown from the terraces or windows. No clothesline or similar device is permitted on any portion of the condominium property. Cooking is prohibited on the terraces.

**SWIM WEAR AND PROPER ATTIRE:** Those using the swimming pool must wear swimsuits. Footwear and cover-ups must be worn over swimsuits at all times when in the building or any portion of the condominium property other than the immediate pool area.

**FISHING:** No fishing is permitted from the condominium property.

**INTRACOASTAL:** No access to the Intracoastal is permitted from the condominium property.

**UNIT ENTRANCE DOORS:** Unit doors shall not be changed, altered or painted in a manner different from the uniform doorways throughout the building. Door knockers and holiday wreaths are

permitted.

**SMOKING:** Portofino is a smoke free community. Smoking in the common areas, stairways, alcoves, pool and storage rooms is prohibited.

**CONDUCT:** No person may engage in loud boisterous, threatening, disorderly, profane, indecent, immoral or unlawful conduct in any unit or in the common areas or engage in any course of conduct which constitutes a nuisance to the residents and guests of the condominium. There must be no loud music or TV before 9 a.m. or after 10 p.m.

**DOORPERSON ASSISTANCE:** If requested, the doorperson will assist with the loading or unloading of luggage, packages and groceries at the front door. However, the doorperson may not leave the door area to transport any of these items. All staff members are prohibited from assisting residents and/or their guests from getting in and out of vehicles or monitoring children or adults.

**DELIVERIES:** The service entrance must be used for all major deliveries. Small packages may be delivered to the front desk at the main entrance. Deliveries may not be made to the units themselves but must remain at the front desk to be picked up by the recipient. Residents will be notified by the Doorperson in the event of a delivery.

**EXIT DOORS:** The exit doors at the end of each corridor leading to the stairwell must be left unlocked at all times with the exception of the first floor exit doors, which will be locked by the doorman from 9:00 p.m. until 6:00 a.m. for security purposes.

**MEDITERRANEAN ROOM:** If the use of the Mediterranean room is desired, a request must be made to the Manager.

**COMPLAINTS:** No owner shall give orders to the Manager or the staff. Serious complaints should be made to the Manager in writing. Other comments or suggestions may be made informally to the manager.

No resident may linger at length in the manager's office without his or her permission and the Manager shall make a written complaint of any repeated violations of this restriction. No resident shall be permitted to verbally harass or reprimand any staff member for any reason.

**BARBECUE GRILL:** The key for the grill is located at the front desk. Please ensure that the gas is shut off at the tank and the grill is cleaned after use.

**BIKE STORAGE:** Storage has become an issue as resident storage of bikes is currently unlimited. To reduce the congestion bike owners will be charged a yearly storage charge of \$50.00 per bike. Each bike will be registered with the manager's office and tagged. Untagged bikes will be removed and donated.

**PEST CONTROL SERVICES:** The Association's exterminator, accompanied by a staff member, shall enter each unit once a month to provide pest control services inside the unit. If special service or arrangements are needed, please notify the Manager.

**WATER HEATERS:** Owners should check for rust and leaks periodically and water heaters shall be regularly maintained and replaced by the unit owners. Any hot water heater older than 10 years must be replaced. The age of hot water heater can be determined by the serial number.

**LEAKS:** Any leaks within the building and/or within an individual unit shall be immediately reported to the manager. Unit owners shall regularly maintain, repair, and replace all toilets and pipes to avoid any leaks in the common elements or other units.

**AIR CONDITIONERS:** Filters are the responsibility of the residents and should be changed according to filter requirements.

**INSURANCE:** Every Unit Owner and tenants must have Unit Owner's insurance on the interior of the unit and any and all personal belongings within the unit. The Association is not responsible for any damage to the interior of the units or to the personal property of the owners and their tenants.

**CABLE TELEVISION:** The building is wired for cable TV and high-speed internet connection. The Association provides basic cable service including one HD cable box and one converter box.

**ODORS:** Cooking or excessive tobacco smoking odors that escape into the corridors through open doors or through the vents to adjoining apartments can be offensive to others. Burning while cooking may also trigger the fire alarm system. Keep all corridor doors closed while cooking and vent strong smells through the stove air fan or open windows.

**SIGNS:** No signs, advertisements or notices shall be exhibited anywhere except on the owner bulletin board in the Mediterranean Room or as approved by the Manager. Solicitation of any kind is prohibited in the building.

**REAL ESTATE SALES:** Open houses for real estate sales are not allowed.

**MANAGER:** The Manager supervises all Portofino employees and should be informed of any matters that concern their conduct or behavior. No staff member shall perform any work for unit owners during normal business hours unless authorized by the manager.

**NO BUSINESS USE OF UNITS:** Units may only be used for single family residential purposes. No unit is to be used for a business that requires the coming and going of clientele on a regular basis.

**COMMON ELEMENTS:** Common elements are for the benefit and enjoyment of all residents. Anyone tampering with or destroying equipment, furnishings, notices or information sheets will be subject to fines.

## **VII. PET POLICY**

One (1) dog or cat is permitted per unit. Two (2) birds that do not make loud noise are also permitted.

Dogs or cats must not exceed twenty-five (25) pounds. Any dog or cat weighing over twenty-five (25)

pounds shall be removed by the owner or resident from the condominium property upon demand of the Association.

Residents are required to submit a pet deposit of \$200.00 (non-refundable) to the Association prior to bringing in a new pet. No visitor pets are allowed. As a convenience for pet owners, a nighttime "Pet Relief" area has been established in the grassy area located by the sea wall and covered parking area. This area is available to residents and their pets only between dusk and dawn. All residents must clean-up any solid waste and dispose of the waste properly.

No Pet shall be permitted that makes excessive noise and disturbs owners or residents.

## **VIII. POOL RULES**

The safety and behavior of family, friends, and guests are the responsibility of the owner or the occupant of an apartment. All persons using the pool area do so at their own risk and agree not to hold the Association liable for any actions occurring within the pool area. Owners are responsible for the actions of their children and guests. Pool capacity is 37 persons.

Everyone is asked to shower before entering the pool each time in order to remove suntan lotion.

Towels will please be placed on chairs and lounges when lotions or oils are used.

Chairs are to be returned to their original placement after use. Chair legs are to be placed under the tables to prevent the chairs from blowing into the Intracoastal.

Inflatable floats are permitted in pool only when not interfering with swimmers. No rigid Styrofoam devices are allowed.

As required by Florida law, the cord across the width of the pool must be attached at all times unless there is lap swimming after which the cord must be reattached.

Not permitted in the pool area: Pets, smoking, glass objects, loud music or cell phone conversations; persons under age 15 not accompanied by an adult. This also includes the sauna.

Beverages and snacks must be 5 feet from the water's edge and trash disposed of promptly in properly marked containers.

Children in diapers, and others who cannot control urinary tract and bowels, are not allowed in the pool. Use of swim-appropriate diapers is permitted. Any persons with an open wound or skin infection may not swim in the pool.

Pool hours are from dawn to dusk. Noise must be kept to a minimum during the evening hours.

No footwear is to be worn when entering or using the sauna. When using the sauna residents are requested to sit on towels to prevent damage to the benches.

Written approval must be obtained from the manager prior to any private event at the pool. A \$100 refundable deposit is required. An event is defined as 20 or more non-residents where food or beverages are served.

Any violation of the Association's pool rules should be brought immediately to the manager's attention.

Violation of Palm Beach County Health Code Regulations can result in the shutdown of our pool.

## **IX. HURRICANE PROTECTION CRITERIA**

All Unit Owners are responsible for providing code-compliant hurricane protection for the Owner's Unit at the Owner's sole cost and expense. All Unit Owners shall install, maintain, repair, and replace hurricane protection which complies with or exceeds the current building code for Palm Beach County, Florida in the form of hurricane shutters or impact resistant glass on all exterior windows and sliding glass doors bounding the Unit in accordance with the following criteria.

All hurricane protection which does not comply with or exceed the current building code for Palm Beach County, Florida shall be replaced and reinstalled with code-compliant hurricane shutters or impact glass by the Unit Owner at the Owner's expense. Each such unit owner shall provide a contract to the Board of Directors by no later than August 31, 2025. Each such contract must state that the work will be completed by no later than October 30, 2025. An extension may be granted based on extenuating circumstances that are beyond the unit owner's control.

**Hurricane Shutters:** Code-compliant rolling or accordion shutters may be installed on a Unit Owner's windows and balcony sliding doors. Storm panels, wrap around shutters, decorative awning or Bermuda style shutters, and storm screens are prohibited. Hurricane shutters must be white or a color as close to the color of the building as possible to maintain a uniform exterior appearance. All shutters must open and close from inside the Owner's Unit.

The hurricane shutters for the sliding balcony door must be against the balcony door. When these shutters are opened or closed, they cannot extend along the sides or out to the balcony's railing.

All wrap around shutters shall be replaced with current code-compliant hurricane shutters or impact resistant glass.

**Impact Resistant Glass:** Code-compliant impact glass may be installed on a Unit Owner's windows and balcony sliding doors in lieu of hurricane shutters. The glass must be clear and shall not have a mirror or other colored tint.

A Unit Owner who is either required to install hurricane protection or who is intending to install hurricane protection shall submit written plans, a copy of the permit, and proof of licensure and insurance for the contractor to the Association at least forty-five days prior to beginning installation. Within thirty (30) days of receipt of the plans and all information required by the Association, the Board of Directors shall review the proposed plans and advise if the plans are improved. No installation, repairs, or replacements shall be made without the prior written approval of the Board of Directors. The Board of Directors shall disapprove a plan if: (a) the proposed installation does not adhere to the uniform appearance of the condominium property, or (b) the proposed plans are not in accordance with this Rule.

All hurricane shutters shall be closed within forty-eight (48) hours of a hurricane watch being

issued for Palm Beach County, Florida.

The Board of Directors shall have the right to enter a Unit to close all hurricane shutters without the permission of the Unit Owners if such operation is necessary to preserve or protect the condominium property or Association property.

## **X. VIOLATIONS OF HOUSE RULES AND REGULATIONS**

Any resident who is alleged to have violated a rule or regulation shall be notified in writing by the Board of Directors of such violation. If such violation continues or recurs after written notice is given to the unit owner, the Board may impose a fine or suspend use rights of any owner, family member, tenant, guest, or invitee for failure to follow the Association's Rules and Regulations or any other governing documents.

**Fines.** The Association may levy reasonable fines. A fine may not exceed \$100 per violation per day against an Owner or any Owner's tenant, guest, or invitee. A fine may be levied by the Board for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1,000 in the aggregate.

**Suspensions.** The Board may suspend, for a reasonable period of time, the right of an Owner, or an Owner's tenant, guest, or invitee, to use the common elements and facilities (including suspension of cable services).

A fine or suspension may be levied by the Board against an Owner, tenant, guest or invitee at a properly noticed Board meeting. A fine or suspension of use rights levied by the Board may not be imposed against an Owner, or any Owner's tenant, guest, or invitee without at least fourteen (14) days' written notice via regular mail and certified/return receipt mail or by hand delivery to the Owner or any Owner's tenant, guest or invitee sought to be fined or suspended and an opportunity for a hearing before an independent Committee of at least three (3) Members appointed by the Board who are not officers, directors, or employees of the Association, or a relative of an officer, director or employee of the Association. The notice shall specify the date, time, and place for the hearing to be held in front of the Committee.

If the Committee, by majority vote, does not approve the Board's proposed fine or suspension, it may not be imposed. The role of the Committee is limited to determining whether to confirm or reject the proposed fine and/or suspension of rights to use the common areas and facilities levied by the Board. If the Committee approves the fine or suspension, the Association shall automatically impose the fine or suspension and provide written notice of such fine or suspension by mail and certified/return receipt mail or by hand delivery to the Owner and, if applicable, to any tenant, guest, or invitee within ten (10) days of the hearing. Such notice shall include the amount of the fine, deadline for payment, and/or the duration of the suspension imposed.