



## **SEASONAL APPLICATION PACKAGE**

(Updated 4/2020)

**NO APPLICATION WILL BE ACCEPTED AND PROCESSED UNTIL ALL REQUIRED FORMS AND DOCUMENTATION HAS BEEN COMPLETED AND RETURNED. ALL PAGES REQUIRING SIGNATURES MUST BE SIGNED AND DATED. THE ORIGINAL APPLICATION MUST THEN BE RETURNED TO THE ATRIUM'S MANAGEMENT OFFICE.**

**Tourist Development Tax is collected on any unit rented/leased for 6 months or less.**

**Please note that in accordance with Florida Statute 125.0104 (8) (a) – Any taxable person (agent or employee) who fails or refuses to charge and collect Tourist Development Tax can be held personally liable for the taxes due and guilty of a misdemeanor.**

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### **SEASONAL LEASE INFORMATION CHECK LIST**

- ☐ **Screening Fee of \$100.00 per individual  
(exception for married couples or a parent/dependent child.)  
(Screening Fee is Not applicable for Renewals less than 2 years)**
- ☐ **Married couples with same last name or a parent/dependent child. –  
Screening Fee is \$100.00**
- ☐ **Copies of Photo ID for each Applicant (Passport required if Not a US Citizen)**
- ☐ **Attached copy of the SEASONAL LEASE AGREEMENT (All pages must be included; signed and dated)**
- ☐ **For LEASES/RENTALS – Addendum to Lease form must be signed by all parties**
- ☐ **A Signed and Dated Acknowledgement Receipt of RULES & REGULATIONS form**
- ☐ **For NEW SALES - A copy of the Closing or Settlement Statement and/or Warranty Deed is required for all Sales transactions prior to Certificate of Approval from the Association**

### **IMPORTANT INFORMATION**

**Only US funded checks will be accepted. If your check is not funded by a US Bank with US funds it will not be accepted. In lieu, you may pay with a Money Order or any other form of US currency EXCEPT Cash. The Atrium Management Office will not accept cash. All Checks, Money Orders, etc. must be made payable to: The Atrium Condominium Association, Inc.**

**APPROVAL FOR RESIDENCY IS MANDATORY PRIOR TO ANY SALES OR LEASE AGREEMENT BEING APPROVED BY THE ATRIUM BOARD OF DIRECTORS. ALL APPLICATIONS WILL BE PROCESSED IN APPROXIMATELY 30 DAYS FROM THE DATE A COMPLETED APPLICATION IS SUBMITTED. PLEASE ALLOW 30 DAYS FOR PROCESSING AND APPROVAL.**

145 South Ocean Avenue  
Palm Beach Shores, FL 33404  
Off: 561-848-2306 / Fax: 561-848-2729  
Email: [theatriumpbs@gmail.com](mailto:theatriumpbs@gmail.com)

  
**THE Atrium**  
AT PALM BEACH SHORES  
**Application for Residency**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Name \_\_\_\_\_

Social Security Number \_\_\_\_\_ Birth date \_\_\_\_\_ Driver's License # & State \_\_\_\_\_ Sex \_\_\_\_\_

Co-applicant / Spouse's Name \_\_\_\_\_ Social Security Number \_\_\_\_\_

Birth date \_\_\_\_\_ Driver's License # & State \_\_\_\_\_ Sex \_\_\_\_\_ Number of Occupants \_\_\_\_\_

Other Occupant's Names & Ages \_\_\_\_\_ Pets: Yes No

**Residence History**

Present Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

How Long? \_\_\_\_\_ Home Phone Number (\_\_\_\_) \_\_\_\_\_ Monthly Payment \_\_\_\_\_ Own or Rent \_\_\_\_\_

Name of Present Landlord or Mortgage Company \_\_\_\_\_

Landlord's Address \_\_\_\_\_ Landlord's Phone Number (\_\_\_\_) \_\_\_\_\_

Previous Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

How Long? \_\_\_\_\_ Monthly Payment \_\_\_\_\_ Own or Rent \_\_\_\_\_ Reason for Leaving \_\_\_\_\_

Name of Previous Landlord or Mortgage Company \_\_\_\_\_

Landlord's Address \_\_\_\_\_ Landlord's Phone Number (\_\_\_\_) \_\_\_\_\_

**Employment History – Past 3 Years**

Present Employer \_\_\_\_\_ Supervisor(s) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_\_ Position \_\_\_\_\_ How Long? \_\_\_\_\_ Salary \$ \_\_\_\_\_ per \_\_\_\_\_

Previous Employer \_\_\_\_\_ Supervisor(s) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_\_ Position \_\_\_\_\_ How Long? \_\_\_\_\_ Salary \$ \_\_\_\_\_ per \_\_\_\_\_

Spouse's Present Employer \_\_\_\_\_ Supervisor(s) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_\_ Position \_\_\_\_\_ How Long? \_\_\_\_\_ Salary \$ \_\_\_\_\_ per \_\_\_\_\_

Spouse's Previous Employer \_\_\_\_\_ Supervisor(s) \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number (\_\_\_\_) \_\_\_\_\_ Position \_\_\_\_\_ How Long? \_\_\_\_\_ Salary \$ \_\_\_\_\_ per \_\_\_\_\_

145 S. Ocean Avenue  
Management Office  
Palm Beach Shores, FL 33404  
Off: 561-848-2306 / Fax: 561-848-2729  
Email: [theatriumpbs@gmail.com](mailto:theatriumpbs@gmail.com)

## Personal References

Name \_\_\_\_\_ Phone Number (\_\_\_\_) \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Name \_\_\_\_\_ Phone Number (\_\_\_\_) \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Name \_\_\_\_\_ Phone Number (\_\_\_\_) \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

## Additional Information

In Case of Emergency, Notify \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Relationship \_\_\_\_\_  
Nearest Relative, Notify \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Relationship \_\_\_\_\_  
Family Physician \_\_\_\_\_ Phone (\_\_\_\_) \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Relationship \_\_\_\_\_  
Have you ever been arrested? \_\_\_\_ Yes \_\_\_\_ No      Have you ever filed bankruptcy? \_\_\_\_ Yes \_\_\_\_ No  
Have you ever been evicted? \_\_\_\_ Yes \_\_\_\_ No      Have you ever refused to pay rent for any reason? \_\_\_\_ Yes \_\_\_\_ No

Applicant represents that all of the above statements are true and complete and hereby authorizes verification of the above information, references and credit records. Applicant acknowledges that false information hereon may constitute grounds for rejection of this application, termination of right of occupancy, and may be constituted as a criminal offense under laws of the state.

Applicants Signature \_\_\_\_\_ Date \_\_\_\_\_

Applicants Signature \_\_\_\_\_ Date \_\_\_\_\_

## Release Form

I hereby authorize your company or any agent of your company, to contact any of my references, previous employers, companies, credit bureaus, corporations, law enforcement agencies, persons and educational institutions to supply any information concerning my background and criminal History. I also hereby release any of the above from liability and responsibility arising from their doing so. Applicant acknowledges that false information herein may constitute grounds for rejection of this application, termination of right of occupancy and/or forfeiture of deposit and may constitute a criminal offense under the laws of this state. I believe to the best of my knowledge that all information I have provided is accurate and that I fully understand the terms of this release.

Photocopies of this authorization form may be made to facilitate multiple inquiries. In the event you do receive a photocopy of this authorization, it should be treated as an original and the requested information should be release to facilitate my/our application for residency.

Applicant Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Social Security #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Race: \_\_\_\_\_ Sex: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Co-Applicant Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Social Security #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Race: \_\_\_\_\_ Sex: \_\_\_\_\_

Co-Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



### **ADDENDUM TO LEASE AGREEMENT**

This “**Addendum**” is entered into by \_\_\_\_\_ (Owner/Landlord) and \_\_\_\_\_ (Tenant) effective this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and is intended to and shall supplement, amend and modify the lease agreement originally dated \_\_\_\_\_, in the following respects:

1. Tenant(s) are subject to and shall abide by all the **Rules & Regulations** set forth by The Atrium’s Condominium Association, Inc. “*the Association*”
2. In the event the Owner/Landlord becomes delinquent in the payment of assessments (*Regular or Special*) or any other monetary obligations to “*the Association*” for more than 30 days, “*the Association*” shall notify the Tenant in writing, with a copy being furnished to the Owner/Landlord, pursuant to **Page D23 Paragraph 12.3** of the Condominium Association’s Declarations. Upon such notification, the tenant, shall be obligated to pay all future rental payments for the amount indicated on the original or renewed Lease/Rental Agreement directly to **The Atrium Condominium Association, Inc. located at 145 S. Ocean Ave. Palm Beach Shores, FL 33404 Attn: Management Office**, until said delinquency has been satisfied in full. Once the delinquency has been corrected, the Tenant shall be notified in writing by “*the Association*” and shall resume making their rental payments directly to their respective Owner/Landlord.
3. During the period that the Tenant(s) is making payments to “*the Association*” the Owner/Landlord **MAY NOT** evict Tenant(s) for non-payment, However, if the Tenant(s) refuses to pay “*the Association*” pursuant to *Florida Statute 718.116 (11) (a) 4. “the Association” shall have the right to commence the eviction process, pursuant to Florida Statute 83.56 and Florida Statute 83.625, in case of such event the Owner/Landlord shall be obligated to reimburse “the Association” for all related cost, including but not limited to Attorney’s Fees, Court Costs, etc.*

**Witness:**

\_\_\_\_\_  
(Signature)

**Tenant(s):**

\_\_\_\_\_  
(Signature)

**Owner/Landlord:**

\_\_\_\_\_  
(Signature)

**Tenant(s):**

\_\_\_\_\_  
(Signature)



**ACKNOWLEDGEMENT RECEIPT OF RULES & REGULATIONS**

I/WE \_\_\_\_\_  
(Print Name or Names)

Do hereby acknowledge that I/We have read, understood, and will abide by the current Rules & Regulations, as set forth by The Atrium at Palm Beach Shores.

I/We further acknowledge that a copy of the current Rules & Regulations has been provided.

Unit: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_



145 S. OCEAN AVENUE  
PALM BEACH SHORES, FL 33404  
OFF: 561-848-2306 / FAX: 561-848-2729  
EMAIL: [theatriumpbs@gmail.com](mailto:theatriumpbs@gmail.com)

Welcome to The Atrium at Palm Beach Shores. This booklet is a compilation of the most current Rules and Regulations of The Atrium property. These rules apply to all Owners, tenants, and their guests. Compliance with these rules will help to keep our *"Little bit of Paradise"* a great place to reside.

For this to happen, every Owner is asked to encourage compliance with Association rules by politely and respectfully speaking to those persons who are not abiding by the rules.

This is not just the responsibility of Board members.

Thank you for your efforts and consideration.

**The Atrium at Palm Beach Shores  
Board of Administration**



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## **Guiding Principles**

We are a diverse community of 140 Owners, and as such, it is important that Owners and their guests be sensitive and respectful of others. These Rules and Regulations are intended to promote the general welfare of the Atrium Community, and ensure that everyone can enjoy the amenities of The Atrium without interfering with the enjoyment of others. In the interest of protecting Homeowners and their families, preserving property values, and enhancing the quality of life within the community, these Rules and Regulations shall govern all Owners and Residents within The Atrium. Nothing in this policy is intended to act to discriminate against any protected class, to wrongfully deprive anyone of housing or to violate any provision of the Fair Housing Act (FHA). We expect residents to act in this spirit of respect and cooperation.

The Rules & Regulations focus on the following:

- Safety & Security – Promote the physical safety and security of Atrium residents and their property.
- Enjoyment – Allow residents to enjoy the property with minimal restrictions, while placing reasonable restrictions on actions that are considered disruptive.
- Protect Investment – Responsibly maintain and protect the value of the units, common property and community assets.
- Community Responsibility – Comply with all government laws and regulations.

When a situation arises that is not addressed by a specific rule, these guiding principles will form the basis for resolution.

These Rules and Regulations apply to all residents and visitors of The Atrium. Owners are responsible to inform guests and visitors of these rules. In the event of a violation of the rules, Owners are expected to cooperate with Atrium staff and Board Members to promptly remedy the situation. Delays in remedying a violation, or repeated commission of violations, may result in consequences including fines and/or restriction of certain privileges. An appeals process is available to Owners who wish to challenge a recorded violation. The process for notifying residents and Owners of violations, monitoring and verifying remedies, administering fines and penalties, and evaluating appeals, is available in the Atrium Office.

**1. Private Residence.** The Atrium at Palm Beach Shores is a private dwelling residence. Apartments may not be used or advertised for the purpose of carrying on a business, profession, or trade, or for any purpose other than as a private residence.

**2. Applicability of Rules and Regulations.**

2.1. The rules and regulations apply to all persons on the premises.



2.2. OWNERS ARE RESPONSIBLE FOR THE CONDUCT AND ACTIONS OF THEIR FAMILY MEMBERS, GUESTS, TENANTS, AND VISITORS. OWNERS ARE LIABLE FOR DAMAGES TO COMMON AREA PROPERTY AND EQUIPMENT CAUSED BY THEMSELVES, THEIR FAMILY, GUESTS, TENANTS, AND VISITORS. OWNERS SHOULD COMMUNICATE RULES TO FAMILY MEMBERS AND GUESTS.

2.3. Legal actions and/or the imposition of fines may be applied when necessary to enforce the Rules and Regulations.

3. **Sale or Purchase of an Apartment.** The Sales and Leases Committee provides support and oversight of the transfer of Ownership of units, subject to the following requirements:

3.1. An owner shall sell to no more than two (2) individuals. The maximum number of persons (Owners, renters, and overnight guests) allowed to occupy an apartment is two (2) for a studio apartment and six (6) for a two-bedroom apartment.

3.2. Pets are not permitted.

3.3. An Owner shall not sell an apartment or any interest in it without the approval of the Board of Administration. The apartment must be compliant with all structural and design codes. No change of title will be made in the Association records until the requirements described below are met.

3.3.1. All changes of Ownership or title shall be submitted on the Application to Purchase form. The Owner shall submit the completed Application to Purchase and a copy of the Purchase Agreement at least thirty (30) days prior to the scheduled closing date. The Certificate of Approval is contingent on the title being in the same name on both the application and Deed.

3.3.2. Prospective buyer(s) shall be personally interviewed by the Sales and Leases Committee prior to the approval of the Application to Purchase. The Board of Directors may run a criminal background check and/or credit check on all prospective purchasers and/or donee(s) and has the power to promulgate new rules and regulations regarding sales from time to time.

3.3.3. Purchaser or Seller shall:

3.3.3.1. Attach a check for \$100 payable to *The Atrium at Palm Beach Shores* for processing.

3.3.3.2. Sign a confirmation of receipt of the current Rules and Regulations.

3.3.3.3. Provide a copy of the Deed of Conveyance as recorded in the Palm Beach County Court House as soon as practical after the closing.



3.4. Keys— There will be a maximum of four (4) Medeco keys for each apartment. All keys registered to the seller must be transferred at the time of closing. If there are not four (4) keys, the new Owner may purchase additional keys to the apartment up to a total of four (4) at \$100 per key. Lost Medeco keys may be replaced at a cost of \$100 per key. A written explanation of the loss is required.

3.5. One set of apartment keys must be on deposit in the Office. These keys will be stored in the Office for emergency use only – in the event of fire, flood, illness, death, or emergency repairs. Where practical, the Office will inform the Owner in advance when emergency access to the apartment is required. The Office will provide a report to the Owner whenever an apartment is entered without the Owner present.

#### **4. Lease of an Apartment.**

4.1. An apartment may only be leased once in a rental year (July 1 through June 30) for a minimum of two (2) months and a maximum of twelve (12) months. Subleasing is not permitted.

4.2. A completed Application to Lease and a copy of the executed Lease Agreement shall be submitted at least three (3) weeks before the effective date of the lease.

4.3. The Board of Directors may run a criminal background check and/or credit check on all prospective applicants and has the power to promulgate new rules and regulations regarding leases from time to time.

4.4. The Sales and Leases Committee may require that prospective tenants for a long-term lease (longer than six months) be personally interviewed by the Sales and Leases Committee prior to approval of application.

4.5. All applicants for lease shall be charged a \$100 application processing fee, except for renewal by the same Lessee. In all other cases involving leases, the Sales and Leases Committee shall have the discretion to waive the fee, if circumstances warrant.

4.6. Owners shall:

4.6.1. Rent to no more than two individuals. **No pets are permitted.**

4.6.2. Be responsible for damage or misuse of Association property caused by the Lessee or the Lessee's guests.

4.6.3. Furnish the Lessee with a copy of the current Rules and Regulations.



4.6.4. Furnish two sets of keys to the lessee.

4.6.5. Submit a completed Application to Lease form, copy of the Lease Contract, and the application processing fee to the Sales and Leases Committee.

4.6.6. Transfer rights of use in Association Property and Common Elements from Owner to lessee during the rental period, unless the lessee waives such rights in writing. The Owner retains all voting rights.

4.7. An Owner(s) who individually or jointly own(s) more than one apartment shall not rent more than one apartment in any given rental year (July 1 through June 30).

4.8. If it is determined that an apartment was rented without the approval of the Sales and Leases Committee, then a subsequent request for a lease approval for the same apartment may be denied. In addition, the Association shall have the power to evict any lessee who resides in a Unit without Association approval or who is in breach or violation of the Association's Governing Documents or Rules and Regulations.

4.9. The Lessee shall:

4.9.1. Read and abide by the current Rules and Regulations.

4.9.2. Not sublet the apartment.

4.9.3. Register all tenants with the Office upon arrival (or deposit the registration card in the Registration Box in the mail room if the Office is closed).

4.9.4. Use the assigned parking space of the unit Owner.

4.9.5. Be available for an orientation with the Sales and Leases Committee.

## **5. Apartment Exterior Appearance & Alterations.**

5.1. Installation of windows, shutters, exterior doors, jalousies, screen doors, lights, and anything that may change the outward appearance of the building, including the atrium walkways, require prior approval by the Board of Administration. Replacement screen doors must be bronze tone in color.

5.2. Two types of shutters are permitted – roll-down type close to the window or sliding glass doors, and vertical shutters riding in permanent lower and upper tracks. Removable storm shutters are permitted for atrium windows and jalousies in doors facing the atrium. Specifications for the type and style allowed are available in the office. The color of all shutters is restricted to a



standard industry ivory to conform with building décor. No other colors, including white, are permitted. Prior approval by the Board of Administration is required.

5.3. Exterior walls, doors, ceilings, railings, terraces or balconies shall not be painted any color other than that which exists throughout the building.

5.4. Signs may not be displayed anywhere on an Owner's apartment, including windows, doors or balconies. Bathing suits, towels, or other items shall not be hung from balconies or inner court railings. Cleaning equipment (sweeper, dust mops and brooms) may not be left so as to be visible from the street or other apartments. Objects other than patio furniture should not be stored on balconies.

5.5. Obtain prior Architectural Review Board Approval when replacing or servicing air conditioning units on the roof, to ensure proper procedures.

5.6. Carpeting is not allowed on balcony floors. Tile on balconies is no longer permitted, and presently-tiles balconies may not be re-tiled.

6. **Registration.** Residents may choose to register with the Atrium Office upon arrival, and when they expect to be away from the Atrium for an extended period of time. If the Office is closed, a registration card (available in the mailroom) may be filled out and deposited in the night depository. In the event of an emergency, such as a fire, this information will be used to guide staff and emergency response personnel to assist people known to be in residence.

7. **Closing an Apartment.** When closing an apartment for a period of time, residents must:

7.1. Shut off the main water valve.

7.2. Close all doors and windows.

7.3. Remove all furniture and objects from the balcony.

7.4. Do not use any substance containing formaldehyde as a moisture deterrent.

7.5. If a vehicle is being left on the premises, a car key must be left clearly visible on the kitchen counter of the apartment or near the entrance door. This is to allow Atrium staff to protect the vehicle by moving it if painting or repair is required around the parking space. Should a vehicle need to be moved and there is no car Owner on site and no car key available, the vehicle may be towed at the Owner's expense.

7.6. Notify the office when you are leaving if you have previously registered.



## **8. Occupancy and Guests.**

8.1. Each unit shall be used as a single family residence only. This shall include up to two (2) persons who are not related by blood, marriage, or adoption living together as a single housekeeping unit, and their spouses, children, siblings, parents or grandchildren.

8.2. There is no time limitation on guest occupancy, provided that, the guest occupies the Unit with the Owner or approved tenant, or the guest is a member of the Owner's or approved tenant's family, as defined above.

8.3. Any guest who occupies a Unit in excess of thirty (30) days cumulatively in any calendar year, whether with or without the Owner or approved tenant in residence, shall be subject to the same screening as a purchaser.

8.4. Guest occupancy in the absence of the Unit Owner or approved tenant by persons other than members of the Owner's or approved tenant's family, as defined above, shall be limited to a total of thirty (30) days per calendar year, cumulatively, for all such guest visits.

8.5. Prior to any occupancy of a Unit by any guest in the absence of the Owner or approved tenant, the Owner or approved tenant must provide written notice to the Association of the names of all intended guests and the anticipated date of arrival and departure.

8.6. Guests in the absence of the Owner or approved tenant must register with the office upon arrival, or deposit a completed registration card in the Registration Box in the mailroom. Such guests must also inform the office of their departure, or the return of the Owner or approved tenant.

8.7. Guests without an Owner present may not have overnight guests of their own.

## **9. Parking.**

9.1. On-site parking is available to Owners, tenants, and resident guests for passenger automobiles only. This excludes boats, trailers, commercial trucks, camper recreational vehicles, motorcycles and motor bikes. See glossary for vehicle definitions. A complete list of prohibited vehicles may be found in section 16.7 of the Declaration of Condominium, a copy of which is located in the Atrium Office.

9.2. Cars must be registered with the Office, and the provided registration sticker/tag must be displayed.

9.3. All vehicles shall be parked in a forward (front-end first) position.



9.4. Owners and tenants shall use the parking space assigned to them. Owners without cars or not in residence may permit their assigned space to be used by another resident. Owners must inform the Office in writing of any such temporary parking permission.

9.5. Any motor vehicle which is not operational under its own power or not currently licensed or registered for use shall be removed from the premises.

9.6. All vehicles in violation of parking rules shall be subject to being towed in accordance with Section 715.07, Florida Statutes, at the expense of the Owner of the vehicle. Towing shall not be the exclusive remedy of the Association.

9.7. When leaving a car on premise when the resident is away, the resident should leave a car key in a conspicuous location in their apartment, as described in section 7.5.

**10. Recreational Facilities.** The Atrium offers several recreational facilities for use of Owners, tenants, and their house guests.

10.1. Owners are responsible for the conduct and safety of their family members, guests, or invitees when they use Atrium recreational facilities.

10.2. Certain recreational facilities have limited hours of operation, which may be posted at the facility or in the Atrium Office. Everyone must abide by these restrictions.

10.3. All Atrium-owned equipment used for exercising, games, or amusement must be handled properly and returned to its storage location after use.

## **11. Swimming Pool.**

11.1. Swimming pool and beach access gates must be locked at all times. Leaving gates unlocked violates Florida law, and may subject the Association to fines and penalties.

11.2. Pool is open from sunrise to sunset, except for short periods of time when it will be closed for cleaning.

11.3. There is no lifeguard at the pool. Owners are responsible for the safety of their guests. Owners, guests, invitees, and family members assume the full risk of any and all injuries, damages, or loss sustained as a result of using the pool and the amenities.

11.4. Everyone shall shower and remove suntan lotion immediately before entering the pool.



11.5. Any person coming from the beach shall remove tar and sand before entering the recreational area.

11.6. Any incontinent person using the pool is required to wear protective undergarments or protective swimwear.

11.7. No food is allowed in the wet deck area around the pool. Only unbreakable tumblers may be used for beverages in the pool and barbeque areas. Per Florida law, no one is allowed to drink liquids of any kind while in the pool or within four feet of the pool edge.

11.8. Nothing is allowed on the pool deck other than Association-provided furniture and equipment.

11.9. No running is permitted in the pool area. No rafts or balls may be brought into the pool. Excessive splashing, noise, or other disturbances are not permitted.

11.10. Any persons wearing hairpins, curlers, etc. are required to wear a bathing cap. This includes any such objects that could clog filters or damage pool pumps.

11.11. When radios or other audio equipment is used in the recreation area, the sound must be kept at a level that is not objectionable to others. Earphones are suggested.

11.12. Chairs in the pool area may NOT be reserved by placing articles on them unless occupants are inside of the fenced area. Pool furniture may not be removed from the pool area.

11.13. Chairs and lounges must be placed in back of the walk line surrounding the pool (Palm Beach County Ordinance).

11.14. Personal beach chairs and umbrellas may not be stored overnight in common areas (including the pool area, recreation area, or by the beach gate).

**12. Clubhouse.** The clubhouse and its amenities are available for the use of Atrium residents and their guests.

12.1. All or part of the clubhouse may be reserved by Owners and approved tenants for private functions. Reservations will be reviewed and approved in the order received. Reservations may not be for more than six hours. Condominium Association ongoing activities (bingo, bridge, etc.) and Social Committee functions take priority over potential private reservations. Persons requesting use of the clubhouse for private functions shall apply at the office at least ten (10) days in advance of the function.



12.2. For private functions, there may be a fee based on the amount of time reserved and the portion of the clubhouse facilities reserved. The fee schedule, and reservation forms, are available in the Atrium Office. In most cases there will be a refundable deposit to ensure proper clean-up. Should any major clean-up be required by Atrium staff, some or all of the deposit may be forfeited. Should there be any damage to clubhouse facilities, the user party will be financially responsible for all repair and replacement.

12.3. Notification of clubhouse reservations, with date, time, and facilities reserved, will be posted in the Clubhouse or other public message board at least three (3) days in advance.

### **13. Safety**

13.1. Interior and exterior walkways are to be used for walking only. Garage and parking areas are to be used for parking and walking to and from vehicles only.

13.2. All walkways, stairways and elevators shall be kept free of any personal items.

13.3. Sweeping off, hosing down or shaking dust cloths or dust mops from the balconies or common walkways is not permitted. Throwing or dropping articles from windows or balconies is not permitted.

13.4. Cooking is not permitted on balconies, patios or in the atrium area.

13.5. Due to safety and health concerns, persons under the age of fifteen (15) may not use exercise equipment in the exercise room without the supervision of a person at least eighteen (18) years of age.

13.6. No fireworks, including sparklers, are to be used on Condominium property.

13.7. Up to two plants are allowed on each corner of the interior walkways, not to exceed four feet in height and not to obstruct the walkway. The plants are to be potted in containers having a plant watering saucer and are to be properly maintained by the plant Owner.

### **14. Construction and Repair Work.**

14.1. No Unit Owner may make any addition, alteration or improvement in or to the Common Elements or Association Property.

14.2. All maintenance, repair, and replacement for which the Unit Owner is responsible shall be performed by contractors with appropriate licensure and insurance.



14.3. Certain additions, alterations, or improvements to Units require written consent of the Board of Directors. This is to protect the integrity of the building and to avoid negative impacts on other Units due to the shared infrastructure of the building. Examples requiring review and approval include, but are not limited to, (a) changes that are structural in nature, (b) work involving piercing the Unit boundary, (c) work requiring issuance of a permit, or (d) electrical or mechanical alterations. The Board must answer any written requests by a Unit Owner for approval of an addition, alteration, or improvement within 30 days of receipt. Should the Board request additional information, the Board shall have up to 30 days after receipt of the additional information to respond. Failure to respond within the stipulated time shall constitute the Board's consent. The Atrium Office is available to answer questions about whether a project requires pre-approval, and provide assistance with the approval process.

14.4. The Board may deny access to the property to any contractor performing work that requires approval from the Board of Directors until such approval has been granted.

14.5. Construction or repair work in apartments may only be done between 8:30am and 4:30pm Monday through Friday. The east freight elevator must be used for residents moving in or out, for delivery of large items, and for construction workers.

14.6. All construction and repair work performed by contractors or Owners must be done within the apartment, and not in the atrium, catwalks, balconies, or sundeck. For special circumstances the Board of Administration may waive this rule.

14.7. The moving and delivery of furniture and/or household goods is permitted Monday through Friday between the hours of 8:30am and 4:30pm. No moving or deliveries are permitted on weekends or holidays. Exception to designated hours, due to emergencies, requires prior approval by the Atrium Office. Residents should notify the Office when deliveries are to be made, or when moving.

14.8. Any resident intending to move, must notify the Board, through the Property Manager, of the dates and time for the move and must deliver, no later than three days prior to the move, a refundable damage deposit in the amount of \$500 to cover damage to the common areas that may occur during the move. The damage deposit or the portion of the deposit not utilized by the Association to repair damage to the Condominium incurred in conjunction with the move, will be returned after completion of the move and an inspection of the common elements by the Association.

14.9. The installation of any non-carpeted flooring within an apartment located on the 3<sup>rd</sup> through 8<sup>th</sup> floor must include noise-abating insulation at least one-eighth inch thick. Owners must inform the Office of installation plans and date, and permit inspection by a representative of the Office during the installation.



## **15. Waste Disposal.**

15.1. All garbage should be placed in sealed plastic bags.

15.2. Newspapers, glass, aluminum, and plastic items are to be placed in the appropriate recycling bins in the trash area. Please follow recycling procedures as set out by the Palm Beach Recycling Materials Program, a copy of which is available in the Office.

15.3. Large cartons and boxes must be carried by hand to the parking area trash rooms.

15.4. Owners must make their own arrangements for disposal of bulky items, such as furniture, large appliances, or construction material. Owners may contact the Atrium Office for locations of recycling centers and companies that can be hired to dispose of large items.

15.5. Bones must not be disposed of in apartment disposal units, as they may cause serious damage. Grease should be put in cans or other leak-proof containers and carried to the parking area trash rooms.

15.6. Lighted cigarettes or ashes constitute a serious fire hazard, and must not be placed in the trash chutes or trash containers.

15.7. Do not place anything on the floors of the small trash rooms.

15.8. Keep trash room doors closed at all times.

## **16. Laundry Rooms.** The following regulations and guidelines apply to anyone using common on-site laundry equipment.

16.1. Washers and dryers are operated using a card system. Cards may have additional credits registered using the machine in the front lobby area.

16.2. Dryer filters shall be cleaned after each use. Promptly make units available for the next user. Do not overload the machines or use excessive detergent. It is recommended that only liquid detergent be used.

16.3. Rubber shoes and articles with metal attachments must NOT be put into washers or dryers, as they may damage the equipment.

16.4. Please keep laundry rooms in a neat condition. Remove all spillage, with special care to bleaching agents.



16.5. Laundry room doors shall be closed at all times and lights turned off when user leaves the room.

16.6. No beach towels or beach wear shall be placed in dryers unless the items have been thoroughly washed.

16.7. Due to noise, do not use the laundry room after 10pm or before 7am.

**17. Other Rules and Regulations Regarding Owners & Their Guests.**

17.1. Noise – All residents shall refrain from loud conversation and noise between 11:00pm and 7:00am. This includes noise on balconies and in common areas. Radios and televisions should be played softly during these hours.

17.2. Smoking – In accordance with Florida Law, smoking in enclosed public areas of condominiums is prohibited. Therefore, smoking is not allowed in the office, lobby areas, elevators, stairwells, restrooms, and the clubhouse. There is no exception to this restriction. Individuals who smoke in their apartment or on their balcony may create a nuisance to neighboring residents. If the affected resident cannot resolve the situation with the smoker he may inform the Atrium Office of the nuisance, and the Office will take appropriate action to verify and resolve the nuisance situation.

17.3. Roof Access – Only service and maintenance personnel hired by the Association shall be permitted on the roof of the building; however, roof access will be provided by the Board of Directors to Unit Owner and/or their licensed and insured vendors for air conditioning Unit repairs or other emergency situations. The roof is not a viewing area for Owners, renters or guests.

17.4. TV – The TV roof antenna outlet in each apartment is the property of the Atrium. It is not to be opened or changed in any way. Repair of damaged outlets will be billed to the apartment Owner.

17.5. Satellite Dish – Any satellite dish antenna may not protrude or extend beyond condo exterior walls at any time. The Atrium Office and the Town of Palm Beach Shores must be contacted by the Owner, prior to installation, regarding possible permit requirements. No television antennae or satellite dish which is installed in the Unit or Common Elements in accordance with the Over the Air Reception Device Rule (47 CFR 1.4000) shall require prior Board Approval.

17.6. Carts – Grocery-style and flatbed carts are available to assist Owners in transporting luggage, groceries, and other items to their apartment. The carts must be promptly returned to the designated storage areas after use. They must not be left in apartments, elevators, or common walkways. Carts may be used by Owners and residents only.



17.7. Bicycle Room – There is a bicycle storage room available for Owners and tenants. No more than two bicycles (no tricycles) per apartment may be stored in this room. Residents must register bicycles with the office. Stored bicycles must be in good working order. Bicycles may not be left unattended in the garage areas. Bikes may not be stored overnight on any available outdoor bicycle racks.

17.8. Attire – All persons must wear footwear and a shirt or other over-garment when in the lobby or other common residential areas, elevators, and clubhouse. Dripping garments may not be worn in these areas. Bare feet are not permitted, except in the pool area.

17.9. Maintenance Fees & Assessments – Maintenance fees are due and payable on the first day of each month, and are late if not paid by the 10<sup>th</sup>. Late payments are subject to interest charges at the rate of 18% per annum plus a late payment fee, which is the greater of \$25 or 5% of the delinquent installment.

17.10. Insurance – In accordance with Florida Statute 718.111, the Association's Master insurance policy must exclude all personal property within the unit or limited common elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the unit and serve only such unit. Such property and any insurance thereupon is the responsibility of the unit Owner.

## **18. Employees of The Atrium.**

18.1. Building employees are not permitted to perform personal services during regular duty hours. If they so desire, they may be employed by Owners or tenants after work hours on weekdays or on Saturdays.

18.2. If an Owner engages the services of an Association employee outside of normal working hours, a "hold harmless" form must be executed by the Owner and filed with the Office. Employees will be required to sign and file with the Office one of the forms before work can be performed. Required forms are available in the Office.

18.3. Apartment Owners and tenants shall not give orders and/or directions to building employees. Suggestions, advice, or recommendation should be referred to the Office.

18.4. The Office will not accept registered or certified mail on behalf of Owners or tenants under any circumstances.



## **19. Association Meetings, Notice Postings, and Association Records.**

19.1. Owners are encouraged to attend and participate at Board, Committee, and Annual Unit Owners' meetings. A unit Owner is permitted to speak only in reference to an agenda item, except as authorized by the Board or Committee Chairman. The unit Owner's statement shall not exceed three (3) minutes. The chairman of the meeting shall give the floor to any unit Owner permitted to speak subsequent to the calling of the agenda item and prior to the discussion and vote of the Board or committee upon the agenda item. Unit Owners are permitted to speak only once per agenda item.

19.2. Notice of Board, Committee, and Annual Unit Owners' meetings shall be posted on the bulletin boards located in the mailroom and the East lobby. General Notices shall be posted on the bulletin board in the mailroom for information to residents. Personal notices by residents must be submitted to the Atrium Office for posting on the mailroom bulletin board if approved. Commercial notices are not permitted.

19.3. Owners wishing to inspect and/or purchase a copy of Association records may do so upon request at the Office. Copies will be furnished at a cost per page, with the fee schedule available in the Office. The records will be made available within five (5) working days after receipt of written request. The following types of records are excluded:

19.3.1. Certain legal records,

19.3.2. Information obtained in connection with approval of a lease, sale or other transfer of a unit,

19.3.3. Medical records of unit Owners.

### **Glossary:**

**The Atrium**— The Condominium Association registered as "The Atrium at Palm Beach Shores". Also, the residential building and facilities of the Association.

**The atrium**— The open area in the center of the building, and the interior second-floor courtyard.

**The Office**— The on-site administrative office of the Condominium.



**Commercial Vehicle or Truck**— Any vehicle used in commerce, trade, and industry for cartage, delivery, or work including all vehicles with markings showing or advertising the business in which the vehicle is used or any vehicle storing equipment and/or material for use in the business (Palm Beach Shores Municipal Ordinance Sec. 24-29).

**Personal Vehicle**— Any standard unmarked passenger car, including vans and private passenger pickup trucks, up to and including three-quarter-ton in size, not to exceed five thousand (5000) pounds registered weight, which is used for personal transportation only.

**Recreational Vehicle**— Any vehicle primarily designated as temporary living quarters for recreational, camping, or travel use which has its own motor power or is mounted on or drawn by another vehicle.