

Welcome Home

Whether 610 Clematis will be your home full-time, part-time or only temporarily, we hope you will appreciate and share the special quality of life and pride we have in it.

We sit at the dining, shopping, entertainment and cultural crossroads of City Place and historic Clematis Street, yet comfortably away from any downtown din. Certainly it is one of the premium locations in the Palm Beaches. Add to that our fine recreation facilities, graceful gardens and architecture and you have a home especially worth caring for.

As with all societies, we have some rules and regulations. They are the essential means of showing your respect for your neighbors, being shown respect by them, and respecting the property that all of us share together. Please read the rules and regulations carefully. They will help you enjoy and participate in the good living offered here.

The Board of Directors

**RULES AND REGULATIONS FOR
610 CLEMATIS, A CONDOMINIUM
Effective xx/xx/2007**

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Addendum:

How to protect and Enhance Your Investment in 610 Clematis xxvii

I. Introduction. The objective of this document is to provide all owners, residents and prospective residents a convenient single source reference of those covenants that affect life and conditions of residency at 610 Clematis. It is a supplement to the Declaration of Condominium, the By-Laws, Articles of Incorporation and Rules and Regulations attached as Schedule "A" to the By-Laws and other 610 Clematis documents and is not intended to replace those covenants, conditions and restrictions as they cover many areas of condominium law beyond our day to day resident interests. Any ambiguities or conflicts will be resolved by said Declaration of Condominium.

This document is intended to provide guidance and clarity as to the obligations of both owners and non-owner residents. They include the owner's responsibility to apprise any tenants, guests or other residents of their unit of these rules and regulations and to ensure that they are followed.

First and foremost, every owner has an obligation to have their monthly maintenance payments paid in a timely manner. To do otherwise places a burden on management and owners. We suggest owners consider a direct payment program which the Association offers through the management office. As well, owners are obliged to know the rules and regulations and to act accordingly. Claiming ignorance or non-receipt of the rule book is unacceptable.

Thus, pursuant to the authority vested in the Board of Directors (hereinafter referred to as the Board) of the 610 Clematis Condominium Association (hereinafter referred to as the Association), the rules and regulations contained herein have been adopted.

The Board thanks you in advance for your cooperation and for supporting the efforts made by all 610 Clematis personnel to ensure that these rules and regulations are enforced.

Terminology

“Access Control System” – The electronic system which, through the key fobs issued to owners, tenants and guests, who register with the Association, allows access into and within the property.

“Free Access” – The ability to move about the property and pass through all access points without any assistance from the front desk or security, achieved by the use of an “active” key fob.

“Registration” – Is the process of entering a resident’s information in the Access Control System. It is predicated on the timely submission of appropriate documents to the Association’s management office. Registration must occur PRIOR to occupancy and during business hours Monday through Friday from 9:00 AM to 5:00 PM.

“Activation” – The assignment of the dates for which the registrant will have access to the condominium property through the key fob. For these rules, the term “active” means registered and active in the Access Control System for the dates in question. When an owner leases their unit the owner’s key fob will be deactivated.

“Owner” – Is a person or persons whose name appears on the deed.

“Tenant” – Is a person who is renting a unit from an owner. All tenants must register with the Association. Tenancy is defined by a lease which complies with Section 17.8 of the Declaration which is registered with the Association and active in the Association’s Access Control System.

“Resident” – Is an owner, tenant or guest living in a residential unit who has registered with the Association and is active in the Access Control System.

“Guest” – Is a person other than the owner or tenant living in a unit for more than a day and paying no compensation of any type to the owner or tenant. All guests must register with the Association. A registered guest may be on the premises without being accompanied by the owner or tenant.

“Visitor” – A person visiting a unit for a day or less while the resident is present in the unit and has been granted access after being verified by the owner via phone with the front desk manager. Visitors must be accompanied by a resident at all times while outside the unit.

“Domestic Partner (roommate, significant other, etc.)” – A person who shares occupancy of the unit with the owner for an unspecified amount of time but is not listed on the deed.

“Staff” – All Association - contracted employees including security, front desk, engineering, housekeeping and janitorial personnel.

“Recreation Deck” – The outdoor area comprising the swimming pool, Jacuzzi, pool deck, gardens, reflecting pools, fountain and barbecue areas.

“Sauna, Steam Room and Fitness Center” – The indoor area housing those facilities named above plus men’s and women’s restrooms, showers and lockers.

“Main Lobby and Main Garage” – The reception desk is in the main entrance lobby, located on the corner of Clematis and Rosemary Streets. The main garage area is located behind the reception desk. Access to this area can be reached from either the Clematis or Datura Street garage entrance ramps.

“South Lobby and South Garage” – The south lobby is located on Rosemary Street a few yards north of Datura Street. The south garage area is located behind the delivery doors which are adjacent to the elevators in the south lobby. Access to this area can also be reached from the entrance ramps.

II. Building Access

1. Keys and Key fobs

a) **Keys and emergency access.** The Association shall maintain a key to each unit for emergency purposes. No owner or resident shall change locks or install additional locks unless duplicate keys are provided to the management office. If at any time it is found that the management office does not have a current key to a unit, management reserves the right to have a bonded locksmith make a key for the use of management. In the event a locksmith is required to gain access to a unit or to obtain duplicate keys, the Association will provide the owner with notice of the date and time the locksmith will be required for the unit. Any and all costs incurred by the Association for engaging a locksmith will be borne by the owner.

b) **Unlocking a unit.** A person may request the security staff to unlock a unit door if the owner has left a key with the management office and if the person requesting the service is registered to that unit and activated for that date. Proper ID must be shown. Unauthorized visitors cannot be granted access to the unit due to liability concerns. If an owner or authorized visitor locks himself/herself out without proper ID, security will accompany said person into the unit so they can obtain and show proper ID.

c) **Key fobs.** In the interest of building security, all-access key fobs are limited to one for each full-time resident of a unit, including school age children, and one parking key fob for each assigned parking space. Building entrance and parking garage gate access key fobs are not interchangeable. Part-time resident owners will only be issued activated key fobs as long as their units are not leased. To be issued a key fob, residents must show a government issued photo ID, or a combination of a non-photo government issued ID (Social Security, Medicare cards, etc.) and a photo ID issued by an employer, club, bank or similar institution. In either case, at least one ID must show their address as 610 Clematis. Lost key fobs may be replaced by owners or residents for \$35 each at the management office.

2. Guest and Visitor Registration

a) **Visitors.** All visitors must sign in at the front desk and be announced to and approved by a resident prior to being granted access to the elevators. Frequent daytime visitors or employees of a resident may be entered in the permanent visitor list to eliminate their having to register each time. It is a resident's responsibility to inform the front desk when and if they no longer wish a

visitor to be registered. Management may request verification of persons on the permanent visitors list.

b) Extended Visits. All guests staying overnight or longer must have the resident supply the guests' names, arrival and departure dates in writing on a signed and dated form to the front desk prior to their arrival, thus avoiding delays and embarrassment to their guests. Once this is done, the resident need not be present during the guests' visit. Without this written authorization, guests will not be permitted access to the condominium property. If the resident has also authorized use of their assigned parking space, a Guest/Visitor Parking Pass identifying the space and dates of use will be issued. Residents are responsible for providing keys and fobs to their guests. While management will attempt to take all reasonable precautions to insure that unit keys are properly secured, the Property Management Company, The Association, and the Association's security company will not be liable for lost or stolen keys. Owners will be required to submit an executed authorization form to the Association to allow a guest access to your unit.

c) Identification. Every person in the building, including but not limited to guests, visitors, contractors, housekeepers and residents, must cooperate with staff by showing a picture ID when requested. For security purposes, staff may request ID from residents not known to them.

d) Unregistered Visitors. Any visitor who is neither accompanied by a resident nor registered as a visitor, tradesperson or contractor is trespassing and will not be allowed to remain on the premises.

e) Domestic Partners. Domestic partners must register with the management office, and may receive a key fob for the unit and one for an assigned parking space if such is available from the unit owner. The unit owner or resident is responsible to see that the domestic partner understands and follows the rules and regulations of the Association, and they will be held responsible for any damage caused by the domestic partner to the building and grounds. Should the domestic partner no longer be a resident, the owner or resident must notify management immediately and return the domestic partner's key fob(s).

Management may periodically request that an owner confirm that the domestic partner is still a full-time resident. If not, their key fob will be automatically deactivated. The key fob shall be returned to management or the replacement cost borne by the owner.

3. Guest and Visitor Lists for Parties. Any 610 Clematis resident expecting 14 or more party guests must notify management in advance and provide a list to assist front desk staff in efficiently clearing the entrance for them. Management will assess the need for additional security (see Parking and Storage section) and other staff as they deem necessary. A \$500 refundable deposit for damages and clean up is required for all party/event reservations plus \$25 an hour for extra security should 14 or more people be attending the event.

4. Realtor Access

a) Hours. Licensed brokers and agents may inspect or show units to clients between 9:00 AM and 8:00 PM Monday through Friday, and 10:00 AM through 6:00 PM Saturdays and Sundays. After-hours appointments must be made in advance with management during weekday office hours of 9:00 AM through 5:00 PM. Brokers/Agents must accompany their clients to the unit(s). Brokers and agents must sign in and turn over their license or other acceptable ID at the front desk, to be returned upon their departure.

b) Open Houses or Auctions. Under no circumstances are brokers or owners permitted to hold “open houses” or auctions in the building to market units.

c) Lockboxes and Keys. The use of lockboxes at 610 Clematis is prohibited. Failure to comply will result in the lockbox being removed and destroyed. Owners are not permitted to give a key fob to realtors, brokers or property management agents for any purpose. Access to a unit will only be granted after the real estate agent registers at the front desk and leaves an acceptable ID, to be returned upon departure. As a convenience, owners may elect to leave a key to their unit at the front desk to facilitate the showing of their unit by real estate agents. However, in order for the front desk to accept or release keys for real estate agents, owners will be required to submit an executed authorization form to the Association. The agent's ID provided while registering at the front desk will not be returned until the unit's key is returned. While management will attempt to take all reasonable precautions to insure that unit keys are properly secured, the Property Management Company, Association and the Association's security company will not be liable for lost or stolen keys. Leaving a unit key with the front desk is strictly optional on the part of the owner.

5. General Public. Neither group tours nor public exhibition of any unit or its contents shall be allowed, nor shall any auction sale be held in any unit without the written consent of the Board.

6. Solicitors. No solicitors are permitted on the property unless authorized in writing by the Board. Fliers, pamphlets, solicitation materials or any other items may not be placed on or under unit doors nor in any common area except as authorized by the Board.

III. Use of Common Areas: Amenities and Services. 610 Clematis' common areas are for the exclusive use of Association members and their families, lessees, guests, domestic partners and visitors accompanied by a member. No other person shall be permitted to use the common elements without the prior consent of the Board. As some of the common elements have limited capacities, residents should not abuse guest privileges to the detriment of other residents. Inviting too large a group to the swimming pool so that it negatively impacts other residents would be an example. Any resident considered by building management or the Board to be abusing guest privileges will be asked to limit their guests' use to a more reasonable level and will be expected to courteously comply.

1. Smoking. No smoking is permitted on the Recreation Deck except in the barbecue area. Only cigarette smoking is permitted, no cigars or pipes. This applies to visitors, guests, domestic partners, employees, and workmen, as well as owners and residents. Before entering the building from outside, smokers must extinguish cigarettes, cigars, etc. in the receptacles adjacent to the lobby entrances. The common areas include but are not restricted to hallways, stairwells, elevators, lobbies, mail room, management office, conference room, recreation deck, fitness center, restrooms, gardens, fountain areas, garages and all areas within the property lines other than private residences. While balconies and terraces are private property, we ask persons smoking on their balcony or terrace to be considerate of others using their balconies or terraces at the same time and try to avoid sending smoke in their direction.

2. Lobbies, Hallways and Elevators.

a) Attire. Proper attire (shirts, shorts, footwear, and cover-ups for bathing suits) is required in the lobbies, elevators, corridors, fitness center, parking garage, stairwells or any other portion of the common elements other than the pool area itself, where cover-ups are not required. Persons returning from the pool, sauna or steam rooms in wet clothing or bathing suits must towel dry before entering the building.

b) Use. Residents, guests and pets may not play in the lobbies, elevators, hallways or other interior common areas. No resident is permitted on the rooftops for any purpose, and is responsible for keeping their families, guests and employees off of the roof.

c) **Bicycles, Roller Blades, etc.** No use of bicycles, tricycles, roller skates/blades, skateboards, scooters or similar equipment is permitted in lobbies, hallways, stairwells, fitness center, garages, and recreation deck or outside covered walkways adjacent to the 610 building. The above restrictions do not apply to vehicles and equipment for the disabled such as mobility scooters, wheelchairs, etc.

d) **Obstructions.** Sidewalks, entrances, passages, lobbies and public hallways and other portions of the common elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the property. Nor shall any carts, bicycles, tricycles, scooters, surfboards, skateboards, roller blades/skates, carriages, chairs, tables, or any other objects be stored therein, except in areas (if any) designated for such purposes.

e) **Behavior.** Inappropriate or abusive behavior such as overly loud, vulgar or threatening language toward any member of the building staff or any owner, resident, guest or visitor is prohibited. Loud noises caused by radio, television, cars, motorcycles, etc., will not be tolerated in common areas or from balconies.

f) **Restrictions.** In the interest of uniformity, no sign, poster, ornament, etc., may be displayed on a unit's front door or balcony except for temporary holiday decorations which must be removed within one week after the holiday, small religious symbols mounted on doorjamb, and one (1) portable, removable official flag. No doormats of any kind may be placed in the hallways. If a unit's front door lock is changed, the replacement lock mechanism must exactly match the original lock in color, shape, size and finish.

3. **Recreation Deck.**

a) **Intent.** The Recreation Deck is meant to be an area of relaxation where one can sun, read and chat undisturbed. Residents should ensure that their behavior does not interfere with relaxation of others.

b) **Participants.** Use is restricted to owners and tenants, their immediate families, visitors accompanied by an owner or resident, and guests activated with the Association. Use by employees of owners or residents is prohibited, other than nannies or attendants who are on duty and accompanying their charges at the time. Security staff reserves the right to identify all users of the Recreation Deck. Anyone not activated or in the company of an owner or resident will be asked to leave the property.

c) **Risk.** All persons using the Recreation Deck's pool and Jacuzzi area do so at their own risk, as is the case in the sauna, steam room and fitness center.

d) **Food and Beverages.** Glass and breakable items are not permitted in the pool area. Paper and plastic cups and utensils are acceptable but must be disposed of after use in the trash receptacles provided.

e) **Lounges and Chairs.** Lounges and chairs are to be placed far enough away from the pool edge to permit a clear path around it and are not to be removed from the deck. It is not permitted to reserve lounges or chairs for extended periods of time.

f) **Restrictions.**

1) Children under the age of 16 years may not use the pool or Jacuzzi unless supervised by an adult who is expected to exercise proper authority over their charges. No jumping or diving into pool is allowed. No running, throwing balls, shouting or overly boisterous activity is allowed. Noodles, kickboards, water wings and life jackets are permitted in the pool, nothing else. Persons wearing diapers or who are not toilet trained must wear protective waterproof swim diapers such as "swimmies". Playing in and around the garden fountain and reflecting pools are not permitted.

2) Scuba gear and fireworks are not permitted at any time.

3) Persons listening to radios, CD players, portable TVS or other sound emitting devices must wear headphones.

4) No smoking is permitted on the Recreation Deck except in the barbecue area. Only cigarette smoking is permitted, no cigars or pipes.

5) Parties on the deck are restricted to areas outside the pool area fence and, if consisting of more than 14 people, must be approved in advance by the building Management and notice given to the security staff. A \$500 refundable deposit for damages and clean up is required for all party/event reservations plus \$25 an hour for extra security should 14 or more people be attending the event.

6) Pool and recreation deck hours of use are from 6AM to 11PM.

*** **4. Barbecue Areas.** Cooking on the barbecue grills is restricted to owners, tenants and guests over 18 years of age. The barbecues are available on a first come-first served basis. No glass containers are permitted. Grills are used at your own risk and must be cleaned. All trash must be disposed of. The Association is responsible for keeping the barbecue area in order, but it is each user's responsibility to leave the area clean and neat.

***5. Fitness Center, Sauna and Steam Room.**

**a) Use of these facilities is restricted to residents and guests. Visitors must be accompanied by an owner or resident at all times. Persons under the age of sixteen (16) are prohibited from using the gym without adult supervision. Persons under the age of (14) are not permitted in the Fitness Center. No pets or glass containers are permitted. All use is at the user's risk.

b) Footwear and hand towels to wipe down the equipment are required. Headphones are required when using TV's to avoid disturbing others.

c) Personal trainers are welcome as long as they are instructing a resident or are residents themselves. They may NOT use the facilities for instructing nonresidents.

d) Before leaving the facility, users are to turn off the TV sets at the fitness machines they have used, restore weights to their proper place and wipe off any perspiration from equipment they have used. The user is expected to leave the equipment the way they would like to find it.

*e) Fitness center hours of use are from 5AM to 11PM. Maximum capacity of those using the equipment at any one time is 30 persons. Any malfunctions or safety concerns should be immediately reported to the management.

6. Luggage and Shopping Carts. All luggage carts and shopping carts are to be used within the building and not taken off the premises. They must be checked out from the front desk and returned when finished. Residents are required to leave an acceptable form of ID, which will only be returned to them upon the cart's return. Residents who do not promptly return or continually abuse the carts or violate this policy intentionally will be denied future use. If the cart is lost or stolen the resident will be charged its replacement cost or repair cost if it is damaged. Carts are not to be used by contractors.

* Amended 1-16-08

** Amended 3-27-08

*** Amended 7-10-08

IV. Parking and Storage.

1. Parking Rules.

a) **Assignment, registration and decals.** The Board has the right and authority to assign and reassign parking spaces from time to time. Unit ownership includes the right to the use of the parking space(s) assigned to the unit. The use of assigned parking spaces cannot be sold separately from the unit. Every resident must register their vehicle at the management office and obtain a decal to be displayed on the vehicle's lower windshield on the driver's side. Vehicles not displaying a proper decal may be booted or towed away at the owner's expense.

b) **Additional parking, owner sales, rentals and use.** The use of additional space or spaces may have been purchased originally from the developer or, if available, may be purchased in the future at a price to be determined by the Board. An owner may assign the use of an additional space, but only to another owner. An owner may rent the use of an assigned space but only to another owner or resident. Such transactions must be with the prior written approval of the Board. An owner may allow another resident, guest or visitor the temporary use of an assigned space but must notify management so that a Guest/Visitor Parking Pass can be issued.

c) **Condition and upkeep.** Registered vehicles must be in good working order, have a valid registration and tag, and must be free of hazards that may damage persons or property.

d) **Garage speed limit.** The speed limit in the garage is five (5)mph.

e) **Guest and visitor parking.** Unit owners and residents must only park in their unit's assigned space(s). Visitors and guests must park in spaces assigned specifically for guest or visitor parking, after obtaining from security a Guest/ Visitor Parking Pass showing applicable dates. The Guest/Visitor Parking Pass shall be displayed on their vehicle's dashboard forward of the steering wheel while parked. Visitor vehicles not displaying a proper Guest/Visitor Parking Pass may be booted or towed away at the vehicle owner's expense.

f) **Unauthorized parking.** Unauthorized parking includes vehicles which do not conform to the above parking rules or impede access to or egress from other parking spaces or building entryways. Unauthorized parking shall be grounds for booting and/or removal of the vehicle, with or without notice, at the expense and risk of damage to the owner or operator's vehicle. Unit owners and

residents shall be responsible for compliance by their employees and guests and shall bear all costs of enforcement.

2. Vehicle Storage and Restrictions.

a) Boats, campers, jet skis, large trucks. No trucks or vans exceeding 7,500 pounds, no campers, mobile homes, motor homes, boats, jet skis or similar items, or trailers of any other kind shall be permitted to be parked or stored at any place in the parking areas or any other portions of the condominium property. This provision shall not apply to the temporary parking of trucks and other commercial vehicles for pickup, delivery and other commercial services.

b) Motorcycles and motor scooters. Motorcycles and motor scooters must be parked in designated areas unless approved otherwise in writing by the Board.

c) Repairs. No repair of vehicles shall be made anywhere on condominium property other than replacement of a flat tire, wiper blades or recharging of a dead battery.

d) Leaks. Vehicles leaking fluids or emitting fumes are not allowed in the garage. Where leaks have occurred, the vehicle owner is responsible to restore the floor to its original condition.

e) Storage. No items other than authorized automobiles, motorcycles and motor scooters may be stored in an assigned or designated parking space, including, but not limited to, construction materials, bicycles, surfboards, baby seats, etc.

3. Bicycles.

a) Bicycles, tricycles and all other non-motorized wheeled vehicles are included in the definition of bicycle.

b) Bicycles are to be stored either in the bicycle racks on the north side of the first floor garage or within the owner's unit or assigned storage area. Bicycles using the rack should be properly secured as the Property Management Company, the Association and the Association's security company will not be liable for lost or stolen bicycles. Storage on a unit's balcony is not permitted.

c) To avoid damage to floors, walls and elevators, bicycles will not be permitted entry through the main lobby. Entry and exit to the main garage and bike storage racks should be made by walking the bicycle in and out via the garage entry ramps on Datura and Clematis streets. Residents who wish to keep

their bicycles in their unit must use the service elevator opposite the Receiving Clerk's office. The bicycle must then be walked, not ridden, to the unit. Any damage to elevators, hallways or carpeting resulting from the bicycle's transport must be repaired at the owner's expense. Bicycle riding is not permitted anywhere on the property.

V. Construction, Moving and Deliveries.

***A) Moves In/Out and Deliveries.**

Please note that each resident must go through orientation prior to moving-in.

Tenant and / or agent must contact the Receiving Department 48 hours before move-in to reserve the service elevator, at 561-209-9945. The management office must receive proof of liability insurance from your moving company prior to move-in, move-out or delivery. This must include resident name and/or unit number and 610 Clematis as the certificate holder. Fax to 561-228-5611

Move-ins, move-outs and deliveries begin at 8:30 am and must be completed by 4:30 pm, Monday – Friday. No holidays or weekends are permitted. Any exception must be approved in advance by management.

The amount of time needed to move-in, move-out and complete a delivery depends on the size of the unit as well as the amount of items being moved. Therefore, the cut off time for all move-ins, move-outs and deliveries are as follows:

<u>Unit Size</u>	<u>Cut Off Time</u>
• 1 Bdrm 1 Bth	2:30pm
• 2 Bdrm 1 Bth	1:30pm
• 2 Bdrm 2 Bth	1:30pm
• 3 Bdrm 2 Bth	12:30pm
• Deliveries	3:00pm

The cut off time indicates that your moving vehicle or delivery vehicle must be at the property no later than the times indicated above.

The resident will be responsible for cleaning up the hallways, elevator and/or staircase after completion of the move.

Please schedule your time accordingly.

*** Amended on July 10, 2008.**

b) Advance scheduling. All moves in/out and large deliveries (furniture, appliances, artwork, glass, etc.) must be scheduled and cleared with the management office at least 72 hours in advance to avoid conflicting schedules and elevator use. Restrictions may be applied during religious and national holidays.

c) Access. In no case may moves in/out or large deliveries be made through the main lobby or south lobby. Access is only permitted through the delivery doors in the south garage and by use of the freight (third) elevator there. Advance scheduling may or may not permit management to dedicate that elevator for moving for the entire day.

d) Commercial vehicle parking. Owners and residents are responsible to see that any deliveries to them follow the parking rules herein. No moving vans or semis are permitted upon the condominium property or within the parking garage. They must park outside the building along Datura or Clematis streets. Conventional size trucks shall park alongside the west wall of the garage main floor without blocking ingress or egress for other vehicles. Deliveries must be registered with the Receiving Clerk and, if the delivery will take longer than 30 minutes, permission must be obtained from the Receiving Clerk.

e) Damage and security deposit. Prior to any scheduled move in/out an elevator security-use deposit of \$500 must be provided to management. The resident and Receiving Clerk will inspect the ingress and egress routes to be used. Any pre-existing wall, floor or elevator marks or damage will be noted before the move in/out. Upon completion of the move in/out a final inspection will be made to assess and note any damage incurred. Repair costs will be deducted from any refund of the prepaid elevator security use deposit.

2. Tradesperson and Contractors

a) Hours. Tradesperson/contractors providing services to a unit are permitted access only between the hours of 8:00 AM and 5:00 PM., Monday through Friday, except in cases of special emergency with approval of management.

b) No-Construction periods. Tradesperson and contractors are not permitted into the building on religious and national holidays.

c) Identification/Certification/Permits. All tradesmen and/or contractors must submit to the Association copies of their license, permits and Certificate of Insurance as requested by management or security personnel. Any

person performing unauthorized construction will be banned from entering the building and doing any future work in the building.

d) Worker occupancy. No owner or resident may permit a contractor to live temporarily in their unit during renovation or other work.

e) Building access. Tradesperson/contractors must arrange admission with the management office or front desk. Once that is done, access to units must be through the delivery door of the south garage.

f) Protection of common area flooring. Any damage to common flooring areas must be reported to the management office for repair at the unit owner's expense.

g) Dumpster use/damage deposit. Unit owners and their contractors completing modifications to units must pay for dumpster use as and if determined by the management office. A refundable damage deposit may be assessed.

3. Elevator and Hallway Damage. Residents are expected to exercise care when transporting luggage, boxes or parcels or wheeling bicycles through the hallways so as not to mar the walls or baseboards. Damage to elevators and hallways shall be the liability of the responsible resident, who will be charged for repair expenses incurred.

VI. Owner and Resident Responsibilities.

1. Maintenance Payments. Maintenance payments are due on the first of the month. Payments received after the tenth will incur a late fee of \$25 or 5% of the maintenance fees whichever is greater and other penalties. If payment is not made, the Association will take legal action to collect, including filing a lien and foreclosing on the unit. We recommend that you consider a direct payment program which the Association offers through the management office. Payments are not accepted in the management office.

2. Guests and Visitors. Residents are responsible for their guests' and visitors' adherence to the rules and regulations. Residents shall be both jointly and severally liable and responsible for the actions and conduct of their lessees, guests, domestic partners, employees and visitors. Residents should call their guests' and visitors' particular attention to registration requirements and restrictions for the recreation deck, fitness center and other common areas as delineated in these Rules and in the Association's governing documents.

3. Children. Children are the sole responsibility of their parents or legal guardians. Their full supervision while within 610 Clematis property is required,

including compliance with all rules and regulations of the Association. Loud noises will not be tolerated. Please refer to the recreation deck and fitness center sections for restrictions for these facilities.

4. Pets. All walking pets must be registered and must be photographed for record with the management office. Domestic dogs, cats, birds, pocket pets and fish are the only pets permitted at 610 Clematis. All other pets must be Board approved and the rights to maintaining such pets are based on their proper care, supervision and ability to peacefully coexist with their human neighbors. The keeping of such animals will be restricted by all local laws and regulations. The Board reserves the right to revoke pet privileges at any time should a resident become a nuisance to residents of other units. Owners should be aware that Animal Nuisance Law defines “excessive noise” by any animal as “continuous incessant for a period of ten minutes, or intermittently for one-half hour, to the disturbance of any person at any time of the day or night”.

a) In no case shall more than two walking pets be allowed in any one unit. The combined weight limit for dogs and/or cats in any one unit is 30 pounds.

b) No aggressive animals including Pit Bulls, Rottweilers, Doberman Pinschers, German Shepherds or any breed considered dangerous by the Board may be kept on the property at any time. Residents must control dogs at all times anywhere on 610 Clematis property.

c) Dogs and cats shall not be permitted outside of their owners’ unit unless they are on a leash. At no time are any pets allowed on the recreation deck, in garden areas, lobbies or fitness center and steam room or in any other 610 common areas.

d) Fish or caged domestic (household type) birds may be kept inside the units, subject to the provisions of the Declaration.

e) Unit owners and residents shall pick up all waste from their pets and dispose of same down the trash chute in a sealed plastic bag. If the pet has an accident inside the building or anywhere else on the condominium property, it is the owner’s or resident’s responsibility to immediately clean up after the pet.

f) No diseased animals of any kind shall be kept in a unit or permitted upon the condo property without the prior written consent of the Board. Consent may be withdrawn at any time at a duly-called meeting. In such case, the pet’s owner shall, within two days, remove the pet from 610 Clematis. Consent shall automatically terminate upon the pet’s death or contraction of a communicable disease.

g) Any owner maintaining a pet on the condominium property shall be responsible for, and shall bear the expense of, any and all damages to the property resulting from their pet. Damages shall be assessed by the Board and collected by the Association.

h) Pets may not be on balconies unless accompanied by a responsible adult. Barking dogs must be brought inside immediately.

l) All dogs and cats must be licensed and their identification tags worn at all times. Owners must present a valid rabies inoculation certificate to management upon request.

5. Garbage and Trash.

a) Trash chutes. As is the case throughout Palm Beach County, 610 is a community where recycling is required. Our eco-friendly trash chutes are easy to use and not only help save the planet, they help save you money. Properly separated trash costs less to have hauled away, mixed trash costs more. Deposit regular “dry” trash in the appropriate chute marked “garbage” or “cans/plastic/glass/” or “newspaper”. Food, diapers, pet litter and other “wet” trash must be in tied, 13-gallon-or-smaller plastic bags to keep the chute clean and odor- free. Dry trash may be combined with wet trash in one tied bag. Flammable or hazardous materials, needles, lighted cigarettes or cigars, etc. may not be thrown down the chutes either individually or combined with other items.

At no time may any garbage or trash be left beside the chutes or in the hallways, stairwells or dumpsters, even when the chutes are out of service during pickup or maintenance.

b) Other trash. Deposit other trash, including anything whose size or shape might clog the chute, in the waste receptacles stationed by the pillars in the main floor parking area or in the dumpsters alongside the north wall of the main floor garage and in the south garage. They are to be used for items that have already been broken down or fit within a cube whose combined dimensions are 12 feet or less when length, height and width are totaled. Disposal of all other items, including cardboard boxes and shipping cartons, are the responsibility of the owner or resident who are expected to make their own arrangements for disposal, unless otherwise approved in writing by the Board.

6. Housekeepers and Service Personnel. With the exception of pet sitters and nannies, when residents are not in residence, all service personnel such as housekeepers, personal assistants and the like will be restricted from

entering units outside the hours of 8:30 AM to 5:00 PM, Monday through Friday. In particular, access to units by service personnel during evening hours will be denied. The management office requires registration of such personnel and the front desk or security staff may require ID upon request.

7. Hurricane Season Preparation. Residents absent at any time during hurricane season (June 1 through November 30) must prepare their unit prior to departure or designate a responsible firm or individual to care for their unit should a hurricane threaten. Such designee must be reported to and put on file with management. Prior to the owner's departure, window screens and all items on balconies must be removed. This includes screen doors, furniture, plants, etc. Once a tropical storm warning has been issued, management may enter any unit with or without permission to ensure that proper hurricane preparations have been made. While not obligated to do so, management may remove all items from balconies where the resident has not done so, and reserves the right to charge a \$300 hurricane preparation fee in each case.

8. Noise. No resident shall make or permit any disturbing noise at any time of the day or night by themselves or their family, employees, pets, agents, visitors or lessees. No resident shall play or permit to be played any musical instrument, nor operate nor permit to be operated a stereo, television, radio or sound amplifier in his unit, terrace or on their balcony in such manner as to disturb or annoy other residents.

9. Water, Moisture Intrusion and/or Mold. If water or moisture intrusion into a unit is evident, or there is mold or mildew present, residents are required to:

a) Provide written notice to the Association, via the management office, within 24 hours of the initial detection,

b) Accept responsibility to mitigate their damages but agree to refrain from applying any chemical agents to treat any mold or mildew discovered within the unit without the prior consent of the Association. Once the Association has been placed on notice as set forth in the preceding paragraphs, the unit owner or resident agrees to cooperate with the Association in its efforts to investigate, inspect and correct the water/moisture intrusion as well as the Association's investigation, inspection and remediation of any mold or mold-related problems which may occur within the common elements. When bringing items into their unit, the unit owner or resident agrees to check the items for any signs of mold as there is the possibility that potted plants, furnishings, stored clothing, bedding material and household goods may already contain mold.

10. Pest Control. In the interest of health and sanitation, living units and common areas shall be treated regularly by a professional pest control company

licensed in the state of Florida. Residents shall immediately notify management upon the appearance of vermin so that additional treatment may be performed. As noted in the Section 11.1 (1) of the Declaration, the Association has the right to have access to each unit during reasonable hours as may be necessary for pest control purposes. For medical or other reasons an owner may request in writing to the Board permission to opt out of the pest control service. Only owners, not tenants, may make such a request.

11. Safety/Other.

a) No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any unit or upon the common areas.

b) Fire apparatus and pool safety equipment on the condominium property is for emergency use only.

c) No unauthorized person may disable, cover or deactivate any smoke alarm or sprinkler head.

d) No firearms of any kind are permitted anywhere within the common areas of the property.

e) Fireworks, sparklers and the like are strictly prohibited anywhere within the common areas of the property.

12. Damages. Each resident shall be liable for all damages to the condominium property caused through their actions or the actions of their tenants, guests, visitors, domestic partners and contractors. This includes damages to the condominium property caused by receiving deliveries or moving and/or removing furniture or any other possessions to or from the condominium property.

13. Association Employee Restrictions and Relations. Employees of the Association, including subcontracted employees, are prohibited from engaging in any personal service for owners or residents whether paid or unpaid. Employees must work exclusively and solely for the Association while on the property. Residents may not solicit, request or otherwise engage employees to perform errands, maintenance, repairs or personal tasks of any kind. Employees are to be treated courteously and respectfully at all times. Any complaints about employee performance should be reported to the property manager. Complaints

or comments about management's performance should be brought to the attention of the Board.

14. Residency. No retail business may be conducted in residential units. Only the designated commercial units can be used for retail business. Visible signs may not be displayed in any residential unit.

***15. Exterior Uniformity-Windows, Building, Satellite Dishes, etc.**

***a)Construction and Alterations.** Construction and alterations in units may require building and/or other government issued permits, depending upon the nature and extent of such alterations. All building permits issued by the city or county must be filed with the management office prior to commencement of any work. Any and all alterations involving electrical, plumbing or other trades which may affect building safety and integrity may only be performed by professional contractors licensed to do such work in Palm Beach County. No resident shall make any alteration to the building exterior, common or limited common areas, etc. without the prior written consent of the Board. No decorating of the common or limited common areas is permitted by anyone without Board approval. The unit owner has the right, without obtaining Board approval, to make the following minor alterations to the interior of their unit, painting, hanging wall paper, installing mirrors, lighting and cabinetry , provided that the cost of the interior alterations set forth above does not exceed \$5,000 in the aggregate. All other alternations must first be reviewed and approved by the Architectural Review Committee and then must receive written approval from the Board before any work may commence. It is the owner's responsibility to provide the necessary plans, drawings and any other data required by the Architectural Review Committee or the Board to make an informed decision. Major alterations may only be performed by professional, licensed contractors. Contractors that fail to comply with the Association's rules for performing such work in the building may be barred from further access. Contractor compliance is the responsibility of the owner.

*Amended 3-27-08

b)Window coverings. In order for the exterior appearance of the building to be uniform, curtains and drapes (or linings thereof) which face exterior windows or glass doors of units must have a white or off-white lining.

c)Window washing. Washing of accessible windows and glass doors is the responsibility of the unit owner or resident, and must be cleaned periodically so as not to detract from the overall appearance of the building. Inaccessible windows are washed by Association subcontractors.

d) Satellite dishes. The installations of satellite dishes are restricted as follows:

1) Installation is limited solely to the unit or its limited common elements appurtenant thereto, and may not be on the common elements. Dishes may not be affixed to the stucco or aluminum window frames or railings or outer walls.

2) A dish may be no greater than one meter in diameter.

3) To the extent that same may be accomplished without (a) impairing reception of an acceptable quality signal, (b) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (c) unreasonably increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in a location which minimizes its visibility from the common elements.

e) Displays, signs, awnings. A resident shall not affix or attach, hang, display or place anything on the exterior walls, hallways, doors (except for temporary holiday decorations), balconies or windows of the building. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the condominium property, except those units designated as commercial. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the building or on the common elements without the prior written consent of the Board.

f) Flags. A resident may display, in a respectful way, one portable, removable United States flag not larger than 2'x3'. Additionally, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, residents are permitted to display in a respectful way, portable, removable official flags, not larger than 4-1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

* **g) Flooring.** If flooring is being replaced, soundproofing material must be applied first and inspected by the Property Manager prior to the installation of hard surface flooring. The minimum approved soundproof rating is STC rating of 55 and IIC rating of 46 and is required for all hard surface flooring installation. We require a product sample with specification sheet of sound proofing material and receipt of purchase of the product chosen to insure it meets our sound requirements. Photos will be taken when sound proofing is installed prior to final installation of hard surface flooring.

16. Balconies, Terraces and Windows.

a) No articles other than patio type furniture and potted plants shall be placed on balconies or terraces. No fencing shall be installed. No linens, cloths, clothing, curtains, rugs, mops, laundry of any kind or other articles shall be shaken or hung from any of the windows, doors, balconies or other portions of the condominium property.

b) No unit owner or resident shall permit anything to fall from a window, door or balcony, nor sweep or throw any dirt or other substance onto any of the balconies or elsewhere in the building or on the common elements.

c) Cigarettes, cigars and similar items may never be tapped or tossed over a balcony edge. Serious harm to people and property can result.

d) No wall or window air conditioning units may be installed.

e) Balconies and terraces may not be used as storage areas.

f) The hosing of balconies and excessive wet mopping is prohibited. Screens shall not be hosed or washed on the balconies. Any owner, resident or employee hosing a balcony or using enough water that it drips onto the balconies below will be required to clean up the affected balcony (ies) at their own expense.

g) No barbecues are permitted on the balconies or terrace areas.

h) Waterproof containers must be placed under all flower or plant pots on balconies and terraces. Flower pots or planters may not be placed on terrace ledges nor hung on balcony railings.

* Amended 3-27-08

i) All loose and moveable objects shall be removed from balconies and terraces upon notice of an approaching hurricane or other inclement weather characterized by conditions of high wind velocity.

j) Nothing may be screwed, nailed or bolted into, nor hung on, from or upon, any balcony or terrace ceiling, wall, floor or railing. No holes may be drilled, or otherwise caused to be made, in any part of the exterior building, including, but not limited to, balcony and terrace ceilings, walls, floors and railings. The building's post tension system can be severely damaged by doing so, and may also expose rebar to rust and corrosion. Additionally, the building's waterproofing can be severely compromised. Should any owner be found to have created such damage, they will be held directly responsible for all repair costs

k) In the holiday period extending from Thanksgiving to ten (10) days after New Years day, ornaments and lights may be displayed on balconies or terraces.

VII. Leases and Sales. Unit owners shall provide the management office with a written notice of all transfers, leases, sales or any other conveyances of a unit or interest therein. Real estate brokers are required to inform all prospective buyers and/or renters of the building covenants, conditions and restrictions prior to finalizing any transactions.

1. Interview and Screening.

a) A unit owner may lease their unit for no less than three (3) months. The number of residents in any unit must be commensurate with the size of the unit, no more than two adults per bedroom, no multiple families, and no college dormitory groups. Every habitable room used for sleeping purposes by one (1) occupant shall contain at least seventy (70) square feet of floor area, and every room occupied for sleeping purposes by more than one (1) person shall contain at least fifty (50) square feet of floor area for each occupant thereof.

b) An owner who leases their unit may not, during the term of such lease, use any of the building's facilities. The owner may not use the assigned parking space of the unit that is leased. They may use any additional purchased space(s) that have not been leased.

c) Owners with pets must fill out a Pet Registration Form including name(s), breed, color, weight, registration tag number and current vaccination/inoculation records. All dogs and cats must be photographed for record.

d) All residents must be photographed for record.

2. Resale and Transfer. There shall be no restrictions on the right of any unit owner to sell, convey or transfer his unit other than those stated herein. However, every new unit owner must notify the Association of his purchase or acquisition of the unit by providing the Association with a copy of the deed whereby the new unit owner acquired title to his unit. Complete provisions regarding the resale and/or transfer of units are set forth in Section 17.15 of the Declaration.

VIII. Enforcement Of and Changes to Rules and Regulations.

1. Enforcement. Every owner and resident shall comply with the rules and regulations as set forth herein, all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as each may be amended from time to time.

Failure of an owner or resident to comply shall be grounds for action that may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. In addition to all other remedies, at the sole discretion of the Board, a fine or fines may be imposed on an owner for failure of an owner, his family, guests, visitors, lessees or employees to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, providing the following procedures are adhered to:

a) Notice. The party against whom a fine or fines are sought shall be afforded an opportunity for a hearing before the Grievance and Violation committee of other owners after reasonable notice of not less than fourteen (14) days, and said notice shall include: a statement of the date, time and place of the hearing; a statement of the provisions of the declaration, association bylaws or association rules which allegedly have been violated; and a short and plain statement of the matters asserted by the Association.

b) Fines. If approved by the committee, the Board may, from time to time, impose fines against the applicable unit owner up to the maximum amount permitted by law. Fines shall not exceed \$100 for each violation, levied on the basis of each day of a continuing violation up to a maximum of \$1,000, and shall be collected by the Association.

c) Violations. Each separate incident that is grounds for a fine shall be the basis for one separate fine. In the case of continuing violations, each continuation of same after notice thereof is given shall be deemed a separate incident.

d) Payment of fines. Fines shall be paid no later than 30 days after notice of the imposition thereof.

e) Application of fines. All monies received from fines shall be allocated as directed by the Board.

f) Non-exclusive remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending owner or resident shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from

such owner or resident. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that provisions of same shall take precedence over these rules and regulations in the event of a conflict or doubt as to whether a specific practice or activity is or is not permitted. The Board shall be permitted (but not required) to grant relief to one or more unit owners from specific rules and regulations upon written request therefore and with good cause shown in the sole opinion of the Board.

2. Adopting and Changing Rules. Adopting rules can only be done by the Board. These rules must be approved by a majority of the Board members at a duly convened meeting. The Board reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the condominium properties and their residents, to promote cleanliness and good order of the property and to assure the comfort and convenience of the members; provided that changes, revocations or additions must be adopted in accordance with the procedures set forth in the By-Laws of the Association before such changes, revocations or additions become effective. After adoption, changes may be overridden in the manner described in the By-Laws. If any of the rules and regulations herein or parts thereof is determined to be invalid, all remaining provisions will remain in full force and effect.

ADDENDUM

How to Protect and Enhance Your Investment in 610 Clematis

Now you know the rules. But who makes them? How are they made? What can you as an individual do to help 610 Clematis achieve its full potential as a residence and investment?

Participation: By its very nature, condominium living is based upon and relies upon the active involvement of its owners. Each and every one of us is a shareholder in this condominium and a member of the Condominium Owners Association (COA). A condominium is analogous to a corporation; the better it is managed the more we all stand to gain financially as well as in the quality of life. The better we maintain the property, the nicer the building appears and the better we follow the rules, the more pleasant it is to live here and the higher the resale value and/or rental income can be realized. Whether your interests in '610' are as an investor, landlord, vacation home owner or primary resident, we all share a common interest in seeing '610' become a premier property in downtown West Palm Beach. Towards that end, owner residents are encouraged to actively participate in the day to day operation and the long term improvement in the quality of life we all enjoy here. There are a variety of ways you can do this:

The Board of Directors: The most significant and demanding way of participating is to serve on the Board. The Board is made up of five members and no less than three members of the Association. The Board is responsible for all corporate decisions, policies, rules and the monitoring of the building's management. Each director is elected by a vote of the Association membership to serve for a one year term. Board elections are held annually, usually in April. Candidates should be sure they have the time and are willing to undertake the demands of this voluntary and unremunerated leadership role. Directors serve with the appreciation and respect of a grateful Association.

Committees: You can play a vital role in assisting the Board by joining one of the standing and/or ad hoc committees. These committees are formed by the Board when it is deemed necessary to perform important activities that cover the gamut of Association business and functions. The role and responsibilities of each committee are contained in their charter of origination. You may apply for the committee of your choice at the management office. The Board approves committee applications based upon need and suitability. There is no term limit on committee membership; members may resign at any time or when the Committee's function is no longer required. The committee chairperson is elected by a majority of the committee members. The chairperson is required and responsible for reserving the meeting room through the management office 48 hours in advance and having all meetings of their committee posted on the bulletin board in the mailroom.

Standing Committees are committees that are formed with an expected ongoing and continuing need. They may be terminated if/when the Board no longer needs

that assistance in carrying out their duties.

Ad Hoc Committees are committees established on an as needed basis from time to time to address a specific issue or task that warrants specialized expertise or attention. These committees expire upon completion of their assigned task and the Board's concurrence.

You are encouraged to participate on a committee where your interests and strengths can contribute the most. Committees are the backbone of the Association and can be a rewarding and satisfying contribution.

Active Responsible Membership Participation: Not everyone can, nor is needed, to serve on the Board or join a committee. However, the success and vitality of our Association does require your active participation. Complacency is the bane of a healthy, prosperous condominium association. There are a number of ways you can fulfill your obligation and duties to the Association.

Meetings: Attend as many Board and Association meetings as you can. Members are entitled to attend any and all Board and committee meetings; hence the requirement they be announced 48 hours in advance. The extent of owner participation in meetings is at the discretion of the President or chairperson. Take these opportunities to see and hear what issues your Directors are dealing with and how they are being handled. Express your views, ask your questions, meet your fellow owners and get the sense of where we are and where we're headed.

Official Correspondence: The Board or management sends out correspondence from time to time requiring owner response relative to an issue or question that can only be satisfied by you. Take the time and interest to respond in a timely manner.

Input: It is incumbent upon every owner to share their views and opinions for improving our management and quality of life. Your Board and building management cannot meet your needs and expectations unless you give them the opportunity. You are encouraged to write, e-mail or telephone the respective person(s) that can best respond to your questions and/or comments, be they positive or negative, so long as they are constructive and well intended.

Proxies

Perhaps the least time-consuming, but most important contribution you can make to our welfare is the timely return of your proxy. There are many actions that can not be taken by the Board without the required quorums. Quorums depend upon proxies. It is that simple.

ACKNOWLEDGMENT

610 Clematis Condominium Association
610 Clematis Street
West Palm Beach, FL 33401

DATE _____

UNIT _____

I/We have received a set of the 610 Clematis Rules and Regulations have reviewed them and will abide by them.

Signature _____

Name (print) _____

Signature _____

Name (print) _____