



Rules and Regulations

Updated: September 2020

Foreword

Condominium living, because it encompasses both private and communal ownership of property, is a new and different experience for many of us, and we may not, therefore, be aware of the limitations and responsibilities it imposes. We own our apartments, but we share with all other unit owners in the rest of the building and the grounds. The walkways, lobbies, elevators, grounds, etc. belong to all of us and we are mutually responsible for the maintenance, replacement and repairs of these commonly owned areas. Individual use of these common elements is restricted. They are ours, not yours.

Foreseeing the complications of such a relationship, Palm-Aire Country Club Condominium Association No. 52, Inc., (Association) developed a list of rules. Which every owner agreed. Every one of us has an obligation to observe the rules. The following is taken from the agreement referred to:

"Every owner shall be bound by the By-Laws and Articles of Incorporation the provisions of Declaration of Condominium. Unit owners shall at all times obey the Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, employees, lessees, and persons over whom they exercise control and supervision."

"Violations of the provisions constitute a breach."

Your Association supervises the operations of your building and environs and it is their function to report any violations to the Board of Directors for appropriate action.

These Rules and Regulations were written to preserve your good and welfare and the proper maintenance of the building. These Rules and Regulations will help all of us be better neighbors and enhance the value of our respective property.

Following is a digest of some of the important rules by which we will abide.

Architectural:

All structural changes require the prior written authorization of the Board of Directors. Every application for such approval must be accompanied by copies of the set of plans or the changes to be made, and such permits and drawings as may be required by municipal or county authorities.

The Condominium documents require that the entire floor surface of the unit, except for the kitchen and bathrooms, be carpeted. The installation of floor tile or any other hard surface, however, requires the prior written approval of the Board of Directors and such installations must meet applicable government specifications for impact and sound insulation. Please contact Pompano Beach Building Department for permits and more information www.PompanoBeachFL.gov.

No alteration, or installation or hanging of any blinds, shades, screens, curtains, or decorative panels in or on any terrace or patio is permitted without the prior written authorization of the Board of Directors. Screen replacements must conform to the existing architectural standards.

There will be a two hundred dollar (\$200) non-refundable fee charged for all approved ARC forms.

The ARC form needed to obtain the approval of the Board of Directors is available at our website: www.PalmAire52.com and/or the Management office.

Assessments:

The Management Company will routinely apply the following guidelines to unit owners who have not paid their fees/assessments due to the Association. It should be emphasized at all times that the collection process is the goal and, certainly, not an effort to foreclose on any neighbor's unit. Please note that when a delinquent account is turned over to our attorney, for collection, all further communication will be handled by the attorney. The Management Company will provide the Board of Directors a monthly report of all delinquencies and their current status.

Guidelines: The following are offered as guidelines and the days listed are all approximate:

1. Monthly maintenance payments are due the first day of each month.
2. On Day 11 after the initial missed payment a late fee of twenty-five dollars (\$25.00) will be applied to the unit owner's account.
3. On Days 12 - 15 after the initial (1st) missed payment a Reminder/Advisory letter is sent to the unit owner stating that a late fee of twenty-five dollars (\$25.00) has been added to their overdue account and requesting prompt payment. The Management Company's processing fee for the Reminder/Advisory letter will be incurred by the Owner.
4. On Days 12 - 15 after the second (2nd) missed payment a certified letter with return receipt requested along with a regular letter and an email explaining an additional

twenty-five dollars (\$25.00) has been added to their overdue account plus the processing fees and certified postage charges. Caution the unit owner that the next action by the Board is legal collection efforts that the fees incurred, by the unit owner, will be substantial.

- 5 On days 12 - 15 after the third (3rd) missed payment unless there has been some response from the Owner seeking additional time and/or a payment plan (Board approval required), Management will send the payment history to the President or designee who will then authorize Management to turn the file over to the attorney for collection. All fees incurred in the collection process and interest charges will be incurred by the unit Owner.
- 6 Once the case has been assumed by our attorney, the Board will be kept informed of any and all activity at each step of the foreclosure process, following the procedures as outlined in the signed attorney/client agreement and in conjunction with Florida State statute.
- 7 It is understood that at any step in the process, further action may be terminated upon payment of all monies owed including incurred legal fees.
- 8 All checks returned for insufficient funds will be assessed a processing fee and all incurred banking fees.
- 9 Florida Law specifically outlines the procedures to be followed and can be found in Florida Statute 718.116 which pertains to Assessments; liability; lien and priority; interest; collection; foreclosure.

Bike Room:

Bikes may be stored in the first floor Bike Room provided they have a legible tag that identifies the owner by last name and unit number. Bikes found in the Bike Room without the required identification information will be immediately removed.

Board Meetings:

It is the unit owner's right and privilege to attend all meetings of the Board of Directors and unit owners are urged to exercise that right. Notices and agenda of Board meetings are posted at least forty-eight (48) hours in advance of the meeting. The schedule of Board of Directors meetings is available at our website: www.PalmAire52.com and/or the Management office. The meeting notice will also be posted in the lobby.

Complaints and Work Requests:

Routine reports for maintenance items should be called into the Management office. Broken doors, elevators not working or damaged, lights out, sprinklers running, etc. should be reported to the Management office as soon as possible.

Complaints against other unit owners or special requests for items not covered under "routine maintenance" should be in written form and mailed or delivered to the Management office.

Complaints regarding lack of service or disputes as to operations performed by Management Company must be in writing and given to the Board of Directors or via email: Board@PalmAire52.com.

The forms needed to report any of the items above are available at our website: www.PalmAire52.com and/or the Management office.

Common Area Usage:

No items, advertisements, mats or floor coverings of any kind, etc. are to be placed in or on common areas unless previously approved by two officers of the Board of Directors. Common areas include, but are not limited to lobby, pool, catwalks, stairwells, laundry rooms, etc. In addition, no floor coverings of any kind are allowed on the balcony/terrace. The bulletin board in the hallway leading to the bike room may be used to display notes and announcements. Inappropriate material will be removed at the discretion of the Board.

You may also use the Community Bulletin Board available at our website: www.PalmAire52.com.

Employee(s) of Management and/or Vendors and Contractors:

Unit owners are not to direct, supervise or in any manner attempt to assert control over employees of Management or any vendor or contractor hired by the Association, nor are they permitted to employ them during their normal working hours.

Food Beverage and Cooking:

Food shall not be consumed outside the unit, except in areas permitted by the Board of Directors. Cooking is not permitted on any terrace/balcony, on the limited common elements, nor on the Condominium property, except where express permission is given by the Board of Directors.

Garbage and Recycling:

What to Recycle, What to Throw Out

Examples of Acceptable Recycling Items:

- Newspapers, magazines, catalogs, junk mail, phone books, office and school use paper, paper bags, and *FLATTENED* boxes
- Aluminum, steel or tin beverage/food cans
- Glass bottles and jars
- Juice and milk cartons
- Plastic containers with numbers 1 – 7 on the bottom

Examples of Unacceptable Recycling – Garbage Items:

- *Food waste of ANY kind is garbage*
- Pizza boxes
- Paper towels or used paper plates
- Polystyrene (Styrofoam)
- Thermal paper or blueprints
- Plastic bags
- Lightbulbs or batteries

- Construction debris such as tiles, drywall, plywood, etc. (must be removed from premises by the contractor or/owner)

What to Remember:

- At NO time should trash be left on the floor of the recycle area or the trash chute area
- Containers may have labels and caps, but please RINSE thoroughly and DRY before placing in recycle bin
- Items should be loose, NOT bagged, in the recycle bin
- Any material outside of the recycle bin, will NOT be collected – It should be taken to the dumpster room for disposal
- The trash door and garbage chute door should always be closed after the disposal of trash
- Save household hazardous waste separate from garbage
- Bring hazardous waste and electronic scrap materials to a collection event for disposal or recycling
- Hazardous materials include rechargeable batteries, paint, cleaning products, pesticides, etc.

Guest and Visitors:

Guests and visitors must comply with all the Rules and Regulations of the Association.

Owners shall be responsible for the conduct of their guests and other visitors. Owners shall be responsible for the cost of any damage to the common areas caused by their guests and visitors.

Owner(s) not in residence must notify Management in writing one (1) week in advance of their guest's name, length of occupancy, and date of departure.

Owners must advise guests to shut off main unit water valve upon departure.

The form needed to inform the Board of Directors of guests staying at an apartment without the Owner's presence is available at our website: www.PalmAire52.com or the Management office.

Hurricane Precautions:

Each unit owner and/or lessee who plans to be absent during the hurricane season must prepare their unit prior to departure by removing all furniture and other objects from terraces/balconies and securing all hurricane shutters (if applicable). If the unit owner and/or lessee are unavailable they must designate the responsibility to a caretaker.

A service charge of two hundred dollars (\$200.00) will be imposed for a "sun screen storm opening service", plus an additional one hundred dollars (\$100.00) fee for moving any furniture off the terrace/balcony, prior to a hurricane.

Lobby and Elevators:

In case of fire, do not use the elevators. Use the stairs.

No one shall use the lobby or elevators unless properly attired (torso must be covered). Cover-up must be worn over the bathing suits and one must be dry before using these areas. Footwear must be worn at all times.

Moving and Deliveries:

No moving-ins, move-outs or deliveries shall be done on Sunday or legal holidays. No move-ins, move-outs or deliveries shall be done before 8:00 a.m. or after 6:00 p.m. on any day.

It is the unit owner's responsibility to ensure that delivery personnel, movers, etc., make use of padding in elevator wherever appropriate and possible. Advance notice to Management is required for moving of furniture so that padding may be hung on the walls of elevator number two (2). Owners/Lessees must call Management two (2) business days in advance for padding in elevators when moving furniture, appliance, contractor material, etc.

The form needed to request the installation of elevator padding is available at our website: www.PalmAire52.com and/or the Management office.

Occupancy:

Palm-Aire Country Club Condominium Association Building No. 52, Inc., is a single-family residence. Occupancy is limited to the owner(s) or approved Lessee(s) and their immediate family and may not be used for conduct of a business or the accommodation of transients.

These are the maximum occupancy numbers:

1. Two (2) bedroom – four (4) persons
2. Three (3) Bedroom – six (6) persons

Parking Areas:

Parking is permitted only in space assigned for your apartment. Guests, delivery personnel, workers and other non-residents must be instructed to park in "Guest" spaces only. Parking shall be with front facing bumper. No parking is allowed in front of building entrance. Cars may be washed in designated area by residents. Commercial vehicles, boats, trailers, RV's, etc. are not permitted to park overnight on Condominium premises unless specifically approved by the Board of Directors.

Parking spaces painted yellow at the front of the building are designated "fifteen (15) minute zone". Parking in excess of fifteen (15) minutes in the designated "fifteen (15) minute zone" is prohibited. Your car may be towed for violation of this time restriction as provided by law.

Parking spaces painted green with the "Contractor" signage are reserved for

vendors and contractors working in our building. All vendors and contractors should be directed to park in these spots.

There are two (2) areas outside of the entrance to our building marked "Loading/Unloading Zone". All delivery trucks should be directed to park in these areas while delivering or picking up in our building.

Owners, guests and lessees should slow their speed down to fifteen (15) miles per hour when entering the building's parking lot.

Plumbing Shut-Offs:

Unit owners who are departing for any period in excess of forty-eight (48) hours must shut off their main water valve located alongside or above the hot water heater and disconnect power to the water heater. Also, the water valve to the clothes washing machine should be shut off.

Pets:

Pets are prohibited. Guests and visitors shall not be permitted to bring pets into the premises at any time.

Pool Area:

Owners and/or lessees are responsible for seeing that the area, the facilities and the equipment that they use are cleaned up after their function. All garbage should be disposed as per the Rules and Regulations.

The owners and/or lessees hosting the event shall be financially responsible for any damages.

Rafts, floats, Frisbee or ball-playing are not permitted. Persons in diapers (and not toilet trained) are not permitted in the pool. Incontinent adults are not permitted in the pool. Persons using the pool must be attended by a responsible adult. Persons using body oil must cover chaises or chairs they use with towels and must shower before using the pool. Diving into the pool is not allowed. Individuals are restricted to the use of one chair or one chaise. Trash should be disposed of in containers provided.

- Use of the pool with cut-offs is prohibited.
- Portable radios, etc., may be used at the pool or gazebo only if equipped and used with individual headsets.
- No person under the age of sixteen (16) shall be permitted to use the sauna without adult supervision.
- No glass containers are permitted within the gated pool area.
- Both the Sauna and Pool operating hours are posted in the Pool area.
- The common use radio may be turned on at 8 AM and turned off at dusk.

Prohibition against Nuisances:

The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the Condominium property or which

will obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noises or otherwise; nor shall the unit owners commit or permit any nuisance, immoral or illegal acts in or about the Condominium property.

Disturbing noises are forbidden. Musical instruments, television, radio, etc. are not to be operated so as to disturb others. Volume must be reduced at 11:00 p.m. Conversations on terrace/balcony are to be "low leveled", also in parking lots when returning home late in the evening.

Sales and Rentals:

A unit may not be rented/leased during the first year of ownership. After this period a unit may be rented only once during a calendar year for a period not less than six (6) months.

Occupancy of the leased premises is limited to the lessee(s) and their immediate family.

Approval of Board of Directors is required for the sale, rental or lease of any apartment; otherwise any such transaction will be null and void. Leases for fewer than six (6) months prohibited.

The Board of Directors requires a minimum FICO credit score of seven-hundred and twenty (720) for the individual(s) to purchase or lease a unit in Building 52. In addition, a criminal background check on all potential owners or lessee(s) will be conducted as a condition of approval.

Occupancy prior to the Board's approval is prohibited and will serve as sufficient basis for denial.

No unit may be sold to a corporate entity. Converting a unit from an individual to a corporate entity after purchase is strictly forbidden and cause for legal action on the part of the Condominium Association.

The unit owner is responsible for the conduct, behavior and character of the lessee(s) whether the lease is executed by the owner or his agent.

Lessee(s) shall be informed of the Rules and Regulations of the Association.

Service and Support Animals:

Under the Federal and State Fair Housing Laws, an owner or resident who is disabled/handicapped may request a reasonable accommodation(s) to the animal restrictions to allow for the presence of an assistance/emotional support animal. In order for the Board to properly review and evaluate a request for a reasonable accommodation to maintain an assistance/emotional support animal, the owner/resident should submit reliable documentation from his or her medical provider or other professional familiar with his or her medical needs that establishes that:

- (i) the person qualifies as disabled;
- (ii) a sufficient connection between how the identified disability of the resident impacts his or her major life functions; and
- (iii) the specific manner in which the animal will allow the resident the equal

opportunity to use and enjoy his or her dwelling and assist in treating such disability.

In other words, does the animal work, provide assistance, perform tasks or services for the benefit of the person with the disability, or provide emotional support that alleviates one or more of the identified symptoms of the subject disability. Any approved assistance animal will be required to abide by all reasonable rules and regulations adopted by the Board from time to time, including, but not limited, to having the animal being walked on a controlled leash at all times when on the common elements, and to refrain from creating a nuisance in the Community (such as unreasonable barking, attacking behavior, etc.).

The Board of Directors reserves the right to verify the authenticity of documentation provided.

Signs and Advertisements:

No signs, advertisements, notices, etc., shall be displayed outside an apartment or be visible from the apartment.

Smoking:

Palm-Aire Building #52 is a no smoking building and residents and their guests or workers may only smoke in the parking lot or within their unit. Cigarettes and ashes should be disposed of in containers provided.

Storage Rooms:

Each unit owner has use of an assigned storage locker for personal storage. Storage of combustible materials is prohibited. No gasoline, diesel, or other combustible fuel operated vehicles or devices may be stored within the confines of the building.

Storage of items in the meter room, telephone room, library, or general laundry room and stairways is prohibited, unless approved by the Board of Directors.

Luggage carts and shopping carts are to be used for the carrying of luggage, heavy cartons, groceries, etc., only, and must be replaced in the first floor storage area immediately after use. They are not to be used by contractors or for any other purpose. No external electric appliances, of any kind, should be in operation in the storage area.

Unit Alterations and Construction Work:

It is the unit owner/lessee's responsibility to make sure all contractors, workmen and delivery personnel are aware of the Rules listed below:

1. No moving, delivery, construction or alteration work shall be done on Sunday. No moving, delivery or such work shall be done before 8:00 a.m. or after 6:00p.m.
2. Unit owners and or approved lessees are responsible for the entrance and exit of contractors, workmen or delivery persons.
3. Unit owners and or approved lessees are responsible for informing contractors and workmen that they must park in "guest" parking spaces only. Large moving vans may park adjacent to the islands.
4. Unit owners and approved lessees are responsible to inform contractors and workmen that the front doors must not be blocked open.
5. Nothing is to be put down the drains in the unit or in the drains in the trash rooms, which can clog the drains. The unit owner will be held responsible for any blockage or damage to the drain lines.
6. Contractors and workmen are to be informed that no materials are to be left in the lobby, on the catwalks, in the dumpster room or anywhere on the common areas. All materials and debris are to be removed by the contractor.
7. During construction or renovation of units, contractor shall clean catwalks and common areas at the end of each work day.

Unit owners will be charged the cost incurred by the Association, plus a fifty dollar (\$50) fee, to haul off any large trash if left on the property. In addition, unit owners will be charged the cost incurred by the Association, plus a fifty dollar (\$50) fee, to clean or replace the carpet in common areas in the event that a contractor leaves the carpet stained or damaged.

The unit owner is responsible for possible damage by contractors, workman or delivery persons.

There is a two hundred dollar (\$200) non-refundable fee for all approved ARC work.

The ARC form needed to obtain the approval of the Board of Directors is available at our website: www.PalmAire52.com and/or the Management office.

Unit Owner Responsibilities:

Unit owners are required to supply unit keys to the Management office for use in an emergency and for pest control. Should the Management or Board require emergency access to a unit and no key has been provided; owner shall be responsible for any entry costs.

If the lock is changed, unit owners must supply a new set of keys.

Seasonal unit owners and/or lessees should inform Management of their mailing address, email and telephone number when not in Palm-Aire.

The Seasonal Change of Address Form is available at our website: www.PalmAire52.com and/or the Management office.

Use of Common Areas:

No individuals are allowed to play or loiter, on the walkways, in stairways, elevators, lobby and/or parking lot.

Entrance to the building should be by key/fob or "tele-entry" only. Such access to the building may not be given to strangers. The telephone number provided for the tele-entry system must be a US based telephone number to avoid international long distance charges.

Bicycle riding, roller-skating, skate-boarding, Frisbee or ball-playing in the parking areas or sidewalks is prohibited. Bicycles and other equipment may not be stored in common areas, except those designated areas.

The sidewalks, entrances, passages, elevators, halls, lobbies, stairways, walkways, and all of the common elements may not be obstructed or encumbered or used for any purpose other than entering or leaving the premises; nor shall any carriages, bicycles, motor cycles, mopeds, wagons, shopping carts, furniture, carpeting, plants, or any other objects of a similar type or nature be kept or stored thereupon.

Except for hurricane shutters approved by the Board of Directors, no shutters, awnings, canopies or other projections are permitted on outside of the unit owner's walls, screens or doors. It is not permitted to shake rugs, mops, tablecloths, etc. from any window, door, terrace, catwalk, or balcony, nor may any object be hung outside the apartment. No sweeping permitted into halls or onto the walkways.

Reservation and Incorporation:

The Board of Directors reserves the right to amend, alter, or replace any and all terms and provisions herein contained. Existing resolutions not herein contained are incorporated by reference.