

PALM-AIRE COUNTRY CLUB
CONDOMINIUM ASSOCIATION
NO. 11, INC.



RULES & REGULATIONS
AMENDED, RESTATED & ADOPTED DECEMBER
2024

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FORWARD

Palm Aire Country Club Condominium Association No. 11 is an apartment residence. It is not to be used as a hotel, motel, AirBnb or for any other transient business or commercial purpose.

Operations are conducted strictly in accordance with the laws established by Florida Statutes (Chapter 718) and according to the Declaration of Condominium, Articles of Incorporation, and By-Laws, copies of which you received when you purchased your Condominium parcel; and according to any Rules and Regulations adopted by the Board of Directors.

Accordingly, these Rules and Regulations have been established by your Board of Directors to aid you and your neighbors in maintaining our basic objective of gracious living and preserving the value of our respective properties.

Remember that although you have purchased your living unit, you have also purchased, and now share ownership, with 596 others, of the recreation areas, swimming pools, the buildings, grounds, elevators, parking areas, and the landscapes areas which surround, and are part of, the 597 condominium units comprising Condominium Association No. 11.

Remember also that you, the owner, are responsible to 596 other owners, as they are to you, in aiding the Board of Directors to properly direct and administer the business affairs of your Association so that we can all participate in the comforts and enjoyment that condominium life was designed to afford.

Under the By-Laws of the Association, The Board of Directors may from time to time, adopt new Rules and Regulations or amend Rules and Regulations previously adopted. These will be as binding as those already in effect.

If any Rule or Regulation or part of a Rule or Regulation is declared invalid or otherwise inoperative, the remaining Rules and Regulations, including those parts of any Rule or Regulation not declared invalid, void, or otherwise inoperative, shall nevertheless remain in full force and effect.

Your cooperation is vitally necessary if your Board of Directors is to be successful in looking after our collective interests.

ALL OWNERS AND LESSEES ARE REQUIRED TO COMPLY WITH THE PROVISIONS OF THE ASSOCIATION DOCUMENTS AND RULES & REGULATIONS. FAILURE TO COMPLY MAY SUBJECT THE OWNER TO A FINE OR ENFORCEMENT.

WARNING: Please be sure to read the MOLD Rules in Section 13 of this book. Failure to comply with those rules could cost unit owners thousands of dollars.

1. MAINTENANCE PAYMENTS

- A. Payments are due monthly on the first day of the month.
- B. If payment is not received within 10 days of the due date, a late charge of \$25.00, plus interest at 10% per annum and collection costs, if any, will be added. In addition, a demand may be made for the balance of the year's total assessments.

2. GENERAL GUIDELINES

- A. In case of fire, do not use the elevators. Use the stairs.
- B. All common area maintenance or repair items such as catwalk or parking lot lighting, elevator outages, leaks, sprinkler breaks, etc. should be reported to the management office as soon as possible.
- C. 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. Notice of Board meetings are posted in each building at least 48 hours in advance of the meeting. The Board of Directors have approved electronic voting for the association.
- D. Upon notice of an approaching hurricane or tornado, all objects should be immediately removed from terraces and patios. If you have sunshades and or light wind shades, they should be put into an open position so that they do not become damaged or become flying objects in hurricane situations.
- E. Lockboxes are not permitted to be attached to any unit door or any other part of the unit or common elements unless for emergency medical purposes and only upon receipt by the Association of a letter from a qualified, Florida licensed medical provider, requiring the attachment of a lockbox.

3. OWNERS, GUESTS, AND VISITORS

- A. Guests and visitors are the invitees of owners or lessees and must comply with all the Rules and Regulations of the Association.
- B. When the owner is in residence a guest can stay for an unlimited time, however guest parking permits will only be issued for 30 days at a time. Only the *owner* may pick up the permits from the management office, not the guest.
- C. Owners are responsible for any damage to common areas or condominium property sustained by the actions of their guests or visitors, including but not limited to, reason of misuse of the property or violation of the Rules and Regulations by their guests or visitors.
- D. When an owner is *not in residence*, said owner must notify the Association, in writing, one week in advance, of the occupancy of the unit by a guest; this notice shall state the name of the guest, the length of time the guest will occupy the unit, and the departure date.
- E. Guests of owners *not in residence* must register with the Association within 24 hours of their arrival (call 954-968-4481).
- F. If the owner is *not in residence*, no more than **two (2) guests per bedroom** may occupy the unit.
- G. Occupancy by a guest or guests, when the owner is *not in residence*, in excess of 30 days in any 12-month period, will be regarded as tenancy subject to all the Rules and Regulations relating to the leasing of units, including but not limited to an interview and background check.
- H. Guests are to be instructed that they must turn off the water at the main water line prior to their departure. Set the A/C temperature to 78° or lower.
- I. In order to protect the health, safety and welfare of the owners, tenants, guests and invitees of Palm-Aire Country Club No. 11 , the Board of Directors has determined that a background investigation shall be conducted on each individual over the age of eighteen (18) years seeking to occupy a unit to determine whether said individual has been convicted of any crime as defined and described below and if so, to determine whether the civil rights of said individual have been restored by the convicting governmental agency. The purposes of implementing the following Rule and policy **do not** include an intent to profile or restrict individuals based on race, religion, age, or gender.

J. Individuals with a local, state, or federal record of felony conviction(s) for which civil rights have not been restored may not reside or occupy a unit in Palm-Aire Country Club No. 11 if the individual has:

- 1) A felony conviction, as designated by local, state or federal law, within three (3) years of the date of application to occupy a unit which violated any ordinance or state or federal statute, prohibiting theft, fraud or violence directed at a person or property, or
- 2) Multiple convictions of any felony as such is designated by local, state or federal law or a repeat of the same felony conviction within five (5) years of the date of application to occupy a unit, whether or not said conviction pertains to theft, fraud or violence directed at a person or property, or
- 3) Any conviction for a felony at any time prior to the date of application to occupy a unit for a violation of any local, state, or federal law, prohibiting the manufacture or distribution of a controlled substance as defined therein, or
- 4) Any conviction for a felony at any time for violation of any local, state or federal law in which the victim is a minor, or
- 5) Any conviction for a felony at any time which conviction results in the mandatory registration of the individual as a sex offender

In addition to denying occupancy to any individual applying for approval who meets the criteria set forth above, any individual who currently occupies a unit and who is convicted of any of the above-described felonies during said occupancy shall permanently leave the unit and Association property within 30 days of said conviction. The Board of Directors shall exercise its authority to enforce these Rules and Regulations through arbitration filed with the Department of Business and Professional Regulation or through an action filed in a court of competent jurisdiction.

4. HOUSEKEEPING

- A. Non-disposable food and other trash must be placed in plastic bags, securely tied, and deposited in trash chutes or directly into dumpsters if the trash chute is blocked or if the matter is too bulky to fit through the trash chute door. *No trash shall be left in the trash chute room.* Recycling items must be properly disposed of in the correct containers. Boxes must be broken down for proper disposal.
- B. Raw garbage must be disposed of in the kitchen sink garbage disposal unit.
- C. Food or beverages may not be consumed outside an apartment unit except in areas permitted by the Board of Directors. No grilling or cooking shall be permitted on any

terrace or patio, or on the common elements, or on the Condominium property, **as prohibited by law**, except in rec areas where grills are provided.

- D. Each unit owner has the use of an assigned storage locker for personal storage. Storage of combustible, flammable, and dangerous materials **is prohibited**. All private property must be stored within the designated locker. Items not within the individual storage units will be removed and disposed of.
- E. Storage of items in the meter rooms or telephone rooms *is prohibited by law* and items will be discarded.
- F. Luggage racks and shopping carts are to be used for the carrying of luggage, heavy cartons, groceries, etc. only, and must be returned to the designated floor storage area immediately after use. They are not to be used by contractors or for any other purpose.
- G. Litter is to be placed in proper receptacles and not strewn about on lobby tables, parking areas, lawns, etc.
- H. Carpeting, tiles, cabinets, appliances, furniture, replaced parts, construction material, or any other such items are ***NOT*** to be deposited in the dumpster or dumpster area or anywhere on the condominium property. It is the responsibility of the unit owner to dispose of these items properly or ensure that their contractors do so. Any damage caused by you or your contractor's negligence or intentional act to any Association property or personal property of any owner is the responsibility of the unit owner. Any items such as discarded furniture, appliances, etc. must be removed from the premises and if not will be charged to your account.

5. COMMON AREAS AND LIMITED COMMON AREAS – USE & OCCUPANCY

- A. Bicycle riding, roller skating, skateboarding, scooters and ball playing, etc. are not permitted on the condominium grounds. (Including Pool Area)
- B. Storage of bicycles is permitted in designated areas only. Bicycles must be in good repair, locked, and labeled with the owner's unit number and phone number. Bike Tags can be obtained from the Building Liaisons. Bicycles in disrepair will be removed (i.e. flat tire, rusty, etc.). Bicycles not stored properly in designated bike rooms will be disposed of.
- C. The catwalks, entrances, passages, elevators, halls, lobbies, stairways, walkways, meter rooms, and all of the common elements may not be obstructed or encumbered or used for any purpose other than access or egress to and from the premises; nor shall any carriages, bicycles, wagons, shopping carts, furniture, carpeting, plants, or any other objects of a similar type or nature be stored thereupon.

- D. Feeding wild animals is strictly *prohibited by law*. (Both city and state laws prohibit it.)
- E. It is not permitted to shake rugs, mops, tablecloths, etc. from windows, terraces, balconies, or catwalks, nor may any object be hung on railings outside of the unit. No sweeping is permitted into the halls or onto the catwalks. Nothing may be dropped or thrown from the terraces, catwalks, windows, etc.
- F. Children are not permitted to play or loiter in common areas to include the hallways, walkways, stairways, catwalks, elevators, gazebo areas, or shower areas.
- G. Hurricane shutters must be open at all times. They are only allowed to be closed upon a Tropical Storm or Hurricane warning issued by the National Weather Service. Shutters must be opened again within 72 hours after the storm has passed. Shutters, awnings, canopies, or other projections are *not permitted* on the outside of a unit owner's walls or doors, except for hurricane shutters as prescribed by Board of Directors specifications and approved by the Architectural Committee prior to purchase.
- H. Entrance to a building should be by key, FOB, or "tele-entry" only. Access to a building may not be given to strangers.
- I. Visitors, delivery personnel, etc. should be referred to the outside building directory for entrance.
- J. Entry onto the roof area *is prohibited* except by authorized personnel.
- K. Unit owners who are departing for any period more than three days *must shut off their main water valve* located alongside or above the hot water heater and *power off* the heater. (Note: not all units have the same location be sure to know where yours is.) Keep A/C at 78° or lower.
- L. Moving vans, delivery vehicles, contractors, and installers are **permitted from 8:00 a.m. to 6:00 p.m. Monday through Friday and Saturday 8:00 a.m. to 4:00 p.m.** Owners who have deliveries scheduled should call the management office several days in advance to have the freight elevator padded and the floor protected. For the convenience of movers and to speed up the process, owners may obtain an elevator key by visiting the management office and paying a \$100.00 refundable deposit, payable to the Association.
- M. Furniture, Appliances or other large deliveries, moving in or out of units and unit construction shall *not be permitted on Sundays and designated Holidays*. (*see section 'N' below for designated Holidays*)
- N. All unit owners must deposit a set of keys to their unit with the management office. In the event a unit owner fails to provide a key by the due date herein, the Association is authorized to retain a locksmith for the purpose of creating a duplicate key or keys to the unit. The expense for such a service shall be added to the unit owner's account. If at any

time an owner replaces or re-keys the lock(s) to the unit, the replacement key shall be required to be delivered to the Association within ten (10) days of replacement or the Association shall retain a locksmith to create a duplicate key.

The Association hereby establishes the following as holidays on which no official, non-emergency business shall be conducted by the Association: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. This includes the day on which the legal holiday is celebrated if the actual/traditional holiday falls on a weekend. Deliveries, moving in or out of units and unit construction shall *not be permitted* on the official holiday named herein.

A special exception may be granted to allow for emergency work only, as determined by the Board of Directors and/or Property Manager.

- O. The Association has the right to enter a unit for the purpose of maintenance, inspection, repair, or replacement, pursuant to the provisions of chapter 718 statutes, as amended from time to time.
- P. Lockout service is available through the management company. Charges will apply to unit owners for emergencies that are determined to be the unit owner's responsibility. Lockout service is also available at a cost of \$50.00, subject to change by the management office.
- Q. All unit owners are responsible for carrying adequate homeowner insurance on their unit.
- R. No smoking on condominium property, except where designated by the Board of Directors.
- S. Proper attire, including shoes, shirts or coverups are required in common areas except for the fenced in pool areas.
- T. People using the coin washing machines and dryers must remove their washing promptly after it is completed and remove the lint from the dryer. Only United States currency is acceptable in the coin operated machines.
- U. 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.
- V. Damage to common areas will result in fines and charges to the unit owner responsible.

W. Posting, hanging, or attaching personal signs, messages of any kind, objections, complaints, campaign signs, or notices of any kind on bulletin boards, in elevators, in lobbies, on windows, outside walls of a unit, or any other portion of the common elements or limited common elements of the condominiums is prohibited unless approved, in advance, in writing by the Board of Directors.

6. POOL AREAS – NO LIFEGUARDS ON DUTY

- Bicycle riding, roller skating, skateboarding, scooters and ball playing, etc. ***are not permitted*** on the condominium grounds. Running at the pool is ***not permitted***.
- **NO DIVING**
- Shower before entering.
- No glass or animals in the fenced pool area.
- Food or beverages outside of the Gazebo, except beverages in unbreakable containers, ***is prohibited. NO containers are permitted in the pool.***
- The maximum water temp. is 104°F.
- Infants & toddlers are required to use swim diapers.
- Be considerate - no yelling or loud noises.
- No rafts.
- Management reserves the right to deny use of the pool to anyone at any time.
- Pool Rules enforced by security – (954) 451-4171.
- Bathing load: 32 persons
- Pool hours: dawn to dusk
- Do not swallow the pool water.

7. GAZEBO AREAS

- A. Gazebos cannot be reserved on National Holidays (i.e. 4th of July). For other restrictions see the Reservation Form at Campbell Property Management Office. Gazebo hours are from 7:00 a.m. to 11:00 p.m. No loitering after 11 p.m. until 7 a.m. Gazebo is closed to all during those hours.
- B. Only residents may make reservations for the use of a gazebo for social functions. Reservations must be made through the management office at least 15 days in advance of the function. The reserving group will be financially liable for any damage sustained to the property or facilities during such use. A \$100.00 refundable deposit is required to reserve the gazebo.

- C. Those who reserve a gazebo for a social function should keep in mind that despite such a reservation, no unit owner or approved lessee, or guest of owner or approved lessee, can be denied access thereto at any time.
- D. Those who reserve a gazebo area for a social function shall designate one or more persons who will be responsible for the function and observance of all Rules and Regulations.
- E. The reserving group is responsible for seeing that the area, the facilities, and equipment used is cleaned up after the function and that all resulting refuse is disposed of properly. (Taken to building dumpsters)

8. PETS

A. *Pets are not permitted.*

B. Guests and visitors may ***not*** bring pets onto the premises at any time.

9. SERVICE/EMOTIONAL/MEDICAL NEED ANIMALS

A. The Association is “a no pet community”. However, the Association, the Board of Directors and Management all acknowledge and recognize the legal obligation of the Association to comply with provisions of Federal and State law, including but not limited to, The Fair Housing Act, regarding accommodations for service animals, emotional support animals and medical need animals. The Association has established documentation required to be signed by the owner of the animal which completes the Association’s review of the request for the accommodation and the determination the owner of the animal falls within the requirements set forth in The Fair Housing Act to be granted the accommodation. As a result of possible future amendments to Federal and State law on this subject, no specifics regarding the content of the Association’s policy will be included here. Unit owners and tenants are hereby placed on notice that the Association will comply with current and future law on this subject.

B. The Association has determined that the issuance of a “tag” to each owner or lessee who has registered an Emotional Support/Medical Need Animal is in the best interests of both the Association and the owner/tenant. The only purpose of the tag is to confirm the registration of the animal with PACC-11. There will be no cost to the owner or lessee for the tag, as the Association shall bear all costs. The tag may be

replaced in the event it is lost or damaged. Only members of the Board of Directors or Management may request proof of possession of the tag from owners or lessees.

- C. All animals (service, ESA and medical) must be attached to leashes not greater than six (6) feet. Extendable leashes are ***not acceptable*** within the common areas.

10. PARKING AREAS

- A. All unit owner vehicles must display parking permits on the outside of the rear window permanently affixed on bottom left side (no scotch taping allowed). Permanent residents with rental cars must obtain a temporary parking pass noting the length of stay. Cars in non-compliance may be towed. Unit owners' are responsible for notifying the management office of a change in vehicle and must obtain a new parking permit.
- B. Each unit owner is assigned one (1) reserved parking space in accordance with the Declaration of Condominium.
- C. Guests, owners of a second vehicle, delivery personnel, workers, and other non-residents must park in "GUEST" spaces only. Contractors must park in designated Contractors spots (painted green).
- D. Cars must be parked facing the parking bumper (head in).
- E. Car washing, polishing, waxing, or repairs are ***not permitted*** on the premises. For residents' convenience a designated car washing station area is in the SE corner area of Building 116 parking lot.
- F. Commercial vehicles, boats, trailers, RVs, etc. are ***not permitted*** to park overnight on Condominium premises. Commercial vehicles are defined as any vehicle with a commercial license, commercial lettering, and or equipment visible.
- G. Automobiles with protective covers to be left for more than one month must be parked in Guest spaces at the furthest perimeter of the parking area.
- H. Parking under the front canopy, except for the time needed to load or unload passengers, parcels, groceries, etc., ***is prohibited***. Vehicles in violation of this time period are subject to towing at the owners' expense.
- I. Parking in excess of 15 minutes in the designated area ***is prohibited*** and may result in the vehicle being towed. These areas are for Residents and lessees only.
- J. Parking violations should be reported to security personnel. If appropriate, violators will be towed at the owners' expense.

11. PARKING PERMITS:

- A. Guests who park overnight are required to have parking permits equal to the approved length of stay up to thirty (30) days, which must be placed in their vehicles hanging from the rearview mirror. Only the owner, not the guest, may pick up parking permits for an additional 30-day period from the management office. Failure to comply with the rule will result in a violation notice(s), and/or at the discretion of the Board, towing may result.
- B. Permanent home aides and other like employees of residents require permits which will hang from their rearview mirrors.
- C. Parking permits must be obtained from the management office. Transfer of parking stickers is strictly prohibited. Any violation is subject to fine or enforcement action.

12. TOWING - All of PACC 11 is a Tow Away Zone.

- A. Any vehicle parked in violation of the Association's governing documents and/or these Rules is subject to being towed from the property at the owner's expense. PACC No. 11 policy is for standard violations: "three (3) violations within three (3) months" vehicle is subject to towing.
- B. Reasons for towing include, but are *not limited* to:
 - Parking permits are not conspicuously displayed on the vehicle.
 - Overnight parking of commercial vehicles, boats, trailers, RVs, etc., as defined in the Parking Area section of these Rules. "Overnight" parking is later than 12:01 a.m.
 - Parking under the front canopy when not loading or unloading passengers, parcels, groceries, etc.
 - Owners' or Guests' vehicles with expired permits.
 - Parking in a fire lane.
 - Parking on the grass.
 - Parking in another owner's parking space.
 - Parking in a manner to block access or egress from the Property.
 - Parking in any other manner, which is in violation of the Association's governing documents, rules and regulations, or any governmental requirement.
- C. All persons' parking vehicles on Association property release the Association from any liability associated with towing a vehicle.

13. MOLD

Mold is a naturally occurring phenomenon in Florida due to the humid, subtropical climate. Preventing the growth of mold in condominium units assists in maintaining the building and unit components and extends the useful life of the common elements, interior of units, appliances, and equipment comprising the condominium.

The purpose of the following rule is to provide assistance and information to unit owners in their efforts to control and prevent mold, mildew, microbial, bacterial, fungal, and toxic molds (hereinafter mold) from growing in each unit. The content of this rule is the minimum of action to be taken by unit owners and all owners are responsible for taking all action available to prevent and remove mold.

Every unit owner, including those who do not reside in their units or who are absent for any extended period of time, as described below, are required under the provisions of the Declaration of Condominium to maintain their units in a manner that would prevent the development, growth, and spread of mold. In the event any form of mold growth occurs, the unit owner must take immediate action to notify the Association, remove the mold, sterilize the unit, and take steps to prevent a reoccurrence.

Every unit owner, especially those who are not in residence or who are absent for an extended period of time, must routinely inspect their unit to ensure the absence of mold, moisture, leaks, and other conditions that could lead to the growth of mold and harm the unit, other units, and the common elements.

All unit owners, whether they are residing in their units or not, must take the following actions on a monthly basis, AT A MINIMUM, to maintain the unit and prevent any damaging condition:

- A. Inspect all appliances, their hoses, and connections for condensation breakage, leaks, and wear.
- B. Ventilate their unit, especially bathrooms and kitchens, through the constant use of air conditioning and exhaust fans.
- C. Clean all filters.
- D. Ensure that all heating, ventilation, and air conditioning ducts are open and that no such vent is blocked by furniture or window treatments.
- E. Inspect all caulking, weatherproofing, and seals on faucets, drains, tubs, and showers on an annual basis and hire qualified professionals to repair and maintain same to prevent the flow of water, air, and moisture through the weatherproofing and caulking.

- F. Empty, clean, and dry refrigerator, air conditioning, and dehumidifier drip pans and filters as frequently as needed to prevent an overflow of water and moisture.
- G. Always maintain the unit temperature at seventy-eight degrees (78° F) or lower through the constant use of the air conditioning, even when there is no occupant in the unit.
- H. The following steps are required to be taken when a unit is unoccupied for three (3) days or longer:
- Turn off the main water supply valve to the unit.
 - Turn off the electric power to the water heater, ensuring the power to the air conditioning, smoke detectors, carbon monoxide detectors, and emergency lighting is not turned off simultaneously.
 - Arrange for a monthly inspection of the unit.
 - Remove all garbage and perishables from the unit, especially from the refrigerator and garbage pails.
 - Remove all ice cubes and turn off ice maker.
 - Run garbage disposal to clear drain.
 - Clean weep holes on balconies to ensure clear drainage.
 - Activate alarm system, if applicable.
 - Remove all items from balcony.
- I. Prior to leaving a unit unoccupied for seven (7) days or longer, each unit owner shall:
- Notify the Association of the intended absence, in writing or by email, of its estimated duration and an address, telephone numbers, email addresses, and facsimile numbers of the whereabouts of the unit owner and also an emergency contact name and telephone number.
 - Leave keys to the unit with the Association and keys to any motor vehicle remaining on Association property with another individual and advise the Association of the name and telephone number of such individual.
- J. Upon discovery of any mold, leak, excessive moisture, whether the source of which is known or unknown, damaged pipes, conduits, inoperable appliances, toilets, or water heaters, every unit owner shall:
- In the event of a water leak, immediately turn off the main water valve to the unit.
 - Report the discovery to the Association via telephone and in writing and provide access to Association personnel to inspect the damage.
 - Immediately engage a qualified, professional, licensed company to repair the cause of the damage, remediate any mold, and mitigate any further damage to the unit, other units, and the common elements.

- Take all the steps necessary to stop further damage and prevent the growth and spread of mold.
- Within 24 hours of the discovery of the failure of the heating/air conditioning system to operate, engage a qualified, professional licensed company to repair same.

K. Pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes, the laws of the State of Florida, the Declaration of Condominium, and these Rules and Regulations, any owner whose unit is the origination of the cause of damage to any Association property or common elements or to any other unit resulting from the failure to comply with these Rules or from the operation, maintenance, or installation of any item, fixture, appliance, equipment, or portion of and in their unit is strictly liable to the Association as to damage to the common element, Association property, or any unit component for which the Association is responsible to insure, maintain, repair, or replace and to the owner of any other unit damaged for the cost of repair and replacement of the damage without regard to the negligence or fault of the owner from whose unit the cause of the damage originated, including, but not limited to, any attorney's fees and costs incurred.

14. MINIMUM CREDIT SCORE FOR PURCHASERS AND TENANTS

Applicants for purchase and rental may be rejected if any individual applicant has a credit score of less than 700.

15. RENTALS AND LEASES

- A. A unit may not be leased for a period of one year following the recording of the transfer documents in the public records of Broward County, Florida.
- B. All owners and lessees are required to sign the Association's Uniform Lease Addendum. Such Addendum provides the Association with specific rights regarding enforcement of rules and attachment of rent for non-payment of maintenance assessments by the owner. No lease will be approved without the Uniform Lease Addendum being signed by the owner and lessee.
- C. A unit may be leased only once in any ***12-month period*** and all leases must be for a term of ***not less than 3-months***. Owners are responsible for any applicable tourist taxes for leases of less than 6 months. Occupancy of leased premises is restricted to a ***maximum of two (2) residents per bedroom***. Violators are subject to fine and/or enforcement action.
- D. Prior to any lease for rental, the unit owner or the designated representative of the unit owner must file with the Board of Directors an application of "Intention to Lease".

- E. The application for a lease must be completed and submitted with a fee of \$150.00 per person or married couple, together with a refundable Association security fee of \$1,000 and other such fees or amounts as allowed by law.
- F. The security fee will be returned to the depositor at the expiration of the lease less deductions, if any, for damage or expense sustained by the association as a result of the actions of the Lessee or guests of the Lessee.
- G. All persons who indicate an intention to lease for a period of one year must be interviewed prior to consideration of the application by the Board of Directors. The Board of Directors reserves the right to require interviews for leases less than one year in duration if so desired. Occupancy prior to approval by the Board of Directors is prohibited and will subject the occupant to legal action and will serve as sufficient basis for denial of the application to lease.
- H. *No subleasing.*
- I. Every lease of a unit shall contain a provision obligating the lessee to abide by the Rules and Regulations of the Association, the terms and provisions of the Declaration of Condominium, By-Laws of the Association, and any other rules which may become operative. The lease shall also provide that in the event of a violation, the Owner-Lessee shall be notified by the Association of the nature of the violation and request that proper legal steps be taken to alleviate the violation within 15 days of such notice. Non-compliance with such notice shall grant the Association the right to act as agent of the Owner-Lessee with full recourse to take appropriate legal steps.
- J. The Unit Owner is responsible for all costs incurred by the Association in the removal of an unapproved lessee including attorney's fees and court costs.
- K. The Owner-Lessee is responsible for the conduct, behavior, and character of the lessee(s) and any other person residing in the unit, whether the lease is executed personally by the owner or his agent.

16. RESALES

- A. All purchasers must pay at least ten percent (10%) of the purchase price in cash or cash equivalent at the time of closing.
- B. The owner of a unit shall occupy and use his unit as a single-family private dwelling for himself and the members of his family.
- C. The conduct of a business from the unit or the use thereof for access by the general public accommodation of transients is strictly prohibited.

- D. Purchase by, or transfer to, a company, corporation, partnership, or multi-family unit is strictly prohibited, except to the Condominium Association.
- E. Prior to any sale, the unit owner must file an application with the Board of Directors indicating an intention to sell the specified unit.
- F. Upon the receipt of a "Notice of Intention to Sell", a representative of the Board of Directors must be allowed to inspect the apartment, if requested.
- G. The prospective purchaser must file a completed notarized Application to Purchase with a processing fee of \$150.00 per person or married couple, or such other amount as allowed by law and is required for background credit investigation.
- H. An interview of the buyer prior to the issuance of a Certificate of Approval is mandatory.
- I. Occupancy of the unit, or the performance of alterations or other work, by the prospective purchaser prior to approval by the Board of Directors is prohibited and will subject the occupant to legal action as well as serve as sufficient cause for disapproval of the application.
- J. Unit owners and prospective purchasers should bear the above in mind when contracting for closing dates as no exception to these resale regulations will be permitted.
- K. The seller is responsible for supplying the buyer with a complete set of Condominium documents. If unavailable, the management office will provide the same at a reasonable cost.
- L. Any change in circumstance which will affect unit ownership or title (i.e. death, divorce, etc.) must be reported to the Association as soon as possible. Must provide legal documentation evidence of change of circumstance.
- M. All new buyers are responsible for providing a set of keys to the unit to the management company if the locks are changed. If locks are not changed, buyers should confirm with the management office that keys are on file.
- N. All applications are subject to an outside professional investigation and require up to 30 days for verification and processing.

17. UNIT ALTERATIONS AND CONSTRUCTION CHANGES

- A. Owners who wish to renovate are required to have approval from the Association and permits from the City of Pompano Beach. Owners planning a renovation project must visit the management company for an Architectural Review Package, which has complete information on approval requirements. This package includes an approval page which

must be posted in a window facing the catwalk. These requirements will be vigorously enforced, and the city will issue “Stop Work” orders and fines if appropriate permits have not been obtained. The City of Pompano Beach has informed us that the following work can be completed without permits; painting, wallpaper, popcorn ceiling removal, window treatments (drapes, blinds, etc.), carpeting, and cabinet door refacing. No electrical upgrades causing an increase in size of the 220 breaker, no more than a maximum of 30 amps are allowed. **(TANKLESS WATER HEATERS ARE PROHIBITED)**

- B. 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, wood, or any other hard surface requires the written approval of the Board of Directors. If approved, such installation must be made with an approved underlayment.
- C. Carpeting or any floor covering, other than tile, is prohibited on patios or terraces. All tile installations require an Architectural Request form be submitted and no installation may be done until approval by the Board of Directors.
- D. All structural changes require the written authorization of the Board of Directors. Every application for such approval must be accompanied by copies of a set of plans, of the changes to be made and such licenses, insurance, permits, and drawings as may be required by municipal or county authorities.
- E. No alteration, installation, or hanging of any blinds, shades, screens, curtains, or decorative panels in or on any terrace or patio is permitted without the written authorization of the Board of Directors.

18. OWNER PARTICIPATION AT MEETINGS

- A. Owners intending to speak at Board or Members Meetings on “non-agenda” subjects shall sign the Speaker List prior to the commencement of the meeting. Failure to do so will result in the Owner not being recognized or permitted to speak. Speakers on non-agenda subjects will be recognized under the Good and Welfare portion of the agenda.
- B. Owners may speak on any subject, whether on an agenda item or not, for a maximum of 3 minutes.
- C. The Board shall recognize members who wish to speak on agenda subjects after the members of the Board have completed their discussion and prior to a vote on the agenda item.
- D. Owners may speak only once on each item, whether on the agenda or not.

- E. Owners shall not yell or raise their voice, curse, use obscene or foul language, make personal or disparaging remarks, make personal statements about any Board member, the Manager, Attorney or employee or another Owner.
- F. Meetings may be tape recorded and videotaped by Owners. Such recording and taping shall not be disruptive of the meeting.
- G. Electronic voting is supported by the association. It is *highly recommended* that unit owners take full advantage of this capability, doing so will result in lower costs for the association.

19. RECORDS REQUESTS

- A. All requests for record inspection shall be made in writing and mailed to the Association office. Requests shall be legible and specific as to the record to be inspected.
- B. All record inspections shall take place at the Association office during its normal business hours.
- C. No Association record shall be removed from the Association office, or the location designated by the Manager or Board member for the inspection to take place.
- D. No marks, notes or changes shall be made to any Association record.
- E. Owners are limited in their requests to Association records that actually exist in the normal course of business and in compliance with Chapter 718, Florida Statutes, as amended from time to time. The Association shall not be required to produce or create non-existing records, nor shall the Association be required to compile information not in record form at the time of the request.
- F. Owners are limited in their record inspection to 8 hours per month.
- G. Record inspections shall only be made by Owners or their authorized representative. Owners shall provide written notification of the name, address and telephone number of any authorized representative prior to any inspection of records.
- H. Owners are restricted to 1 record request per month.
- I. Requests for copies of Association records shall be responded to during the inspection if the request is for less than 25 copies. Requests involving in excess of 25 copies shall be sent to an outside vendor within 24 hours of the request. Notice of

completion of the outside copying shall be given to the Owner within 24 hours of receipt of notification of same by the outside vendor.

- J. A fee of \$0.25 per copy shall be charged to the Owner requesting copies made in house. The Owner shall pay the full cost charged by any outside vendor, including any delivery charge, if applicable. Payment in full must be made prior to delivery of the copies to the Owner. The cost of any unpaid copy charges shall be added to the requesting Owner's Association account. A fee of \$20.00 per hour or any fraction thereof over an initial thirty (30) minutes shall be charged for labor supplied in gathering and retrieving records.
- K. Owners inspecting records shall not make any noise nor interfere, disrupt or talk to the Manager or employees except to ask for copies to be made.
- L. Inspections shall consist of reviewing actual existing records and shall not consist of asking the Manager or any employee questions about the content of the records nor shall the Owner disrupt the operation of the Association office or the conduct of Association business. Such interruptions shall result in the cancellation of the record review.
- M. Pursuant to Section 718.111, Florida Statutes, as amended from time to time, the following records shall not be provided to any Owner:
 - 1. Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes and any record protected by the work-product privilege, including, but not limited to, any record prepared by an association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the association and was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.
 - 2. Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a parcel.
 - 3. Disciplinary, payroll, health, insurance, and personnel records of the Association's employees.
 - 4. Medical records of parcel owners or community residents.
 - 5. Social security numbers, driver's license numbers, credit card numbers, email addresses, telephone numbers, facsimile numbers, emergency contact information, addresses of Owners other than as provided to fulfill the

Association's notice requirements and other personal identifying information of any person, excluding the person's name, unit designation, mailing address, property address, and any address, email address, or facsimile number provided to the Association to fulfill the Association's notice requirements.

6. Electronic security measures that are used by the Association to safeguard data, including passwords.
7. The software and operating system used by the Association which allow the manipulation of data, even if the owner owns a copy of the same software used by the Association.
8. Any additional prohibited documents or information set forth in Chapter 718, Florida Statutes

20. 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.

IMPORTANT NUMBERS

The Management Company is
Campbell Property Management
3500 Gateway Drive, Suite 202
Pompano Beach, FL 33069

Main Number (954) 968-4481

Sales and Leasing (954) 968-4481

Maintenance and After-Hours Maintenance Emergency (954) 968-4484

POLICE, FIRE, AND/OR MEDICAL EMERGENCIES 911

POLICE NON-EMERGENCY (954) 764-HELP (4357)

SECURITY CAR (954) 451-4171

PALM AIRE CONDO #11 WEBSITE: www.palmairecondo11.com

