

Aristocrat Ocean & Lakeview Condominium Association

Rules & Regulations

Adopted March 12, 2013 /

Section 12, 22, 38, 39, & 53 Amended March 4, 2021



Building emergency number: 1 (877) 890-2985
(For building-related issues only.)

For any other emergency call 911

INTRODUCTION

In order to maintain a community of congenial residents, protect the value of the Units and the property of the Aristocrat Condominium Association, (Association) these Rules and Regulations are established under the authority of the Declaration of Condominium and will be enforced as follows.

Maintaining the quality of living in the building is a shared responsibility. Owners can contribute to the quality of living in the Aristocrat by their individual behavior and by notifying the office of any rule violations or any other anomalies.

The Board of Directors of the Association has a fiduciary responsibility to enforce the rules and regulations of the Association in order to assure the safety of the building and its residents.

Owners who violate Association Rules & Regulations or other governing documents are subject to fines as established by the Board of Directors. An Owner who fails to pay a fine is subject to legal action and will have his/her common area and voting rights suspended as provided for in Florida Statute 718.

The 2013 version of the Aristocrat Rules & Regulations document is a culmination of:

- ***Numerous meetings of a Rules Review Committee***
 - ***A mailed feedback survey sent to owners***
- ***Online posting of working copies for owner review***
 - ***Email feedback from owners***
- ***Two half-day rules review workshops with owners participating in person and via telephone conference call***
 - ***Feedback from legal counsel***

All owner comments and suggestions were taken into consideration. This final document is truly a team effort which reflects the collective wishes of Aristocrat Owners.

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USE OF UNITS

1) Single Family Residence

The units are to be used as single-family residences only.

“Single-family” means one natural person, or a group of two or more natural persons who customarily reside together as a single-family housekeeping unit, each of whom is related to each of the others by blood, marriage or adoption. Two persons not so related, who customarily reside together as a single housekeeping unit may be accepted in this category if they are registered with the county as Domestic Partners.

2) Occupancy

Maximum number of permanent occupants (ie. more than 30 days):

A two-bedroom unit may be occupied by no more than 5 persons.

A one-bedroom unit may be occupied by no more than 3 persons.

3) No Commercial Use

The Aristocrat is a residential building. Units may not be used for commercial or business purposes except for “home office” or “telecommuting” purposes and which do not have customers/clients enter the Condominium. Residents may not post any sign, store equipment, products, or materials in the building, nor have an excessive number of deliveries.

4) Pets

NO PETS OF ANY KIND ARE ALLOWED ANYWHERE IN THE BUILDING. If a pet or pets should be found upon the premises of any owners, lessees or guests, the Board of Directors is authorized to file whatever papers are necessary, including the seeking of an injunction and by continuing to keep a pet or pets on the premises, the owner of the apartment submits to a hearing on petition or injunction without notice, and authorizes the court to grant same in the event of violation of this rule. By continuing to violate this rule, the owner of the apartment submits themselves to the payment of attorney’s fees and costs in connection with the enforcement of this rule, whether the case comes to a conclusion by a court decision or otherwise.

Visitors, Guests and Lessees

5) Definitions

- A Visitor is defined as an individual who visits a unit while the owner is present.
- Guest is defined as an individual who occupies a unit in the owner's absence and where no fee is charged for the use of the unit.
- A Lessee is defined as anyone who is charged a fee by the owner for the use of a unit.

Visitors who intend to remain in a unit for more than 30 days must apply for a Certificate of Occupancy from the Aristocrat and if it is denied, must vacate the premises.

6) Guest Use of a Unit

Guest occupancy in the absence of the unit owner by persons other than members of the unit owner's family, as defined below, is limited to two (2) visits for a combined total occupancy not to exceed twenty-one (21) days, in a calendar year, cumulatively, for all such guest occupancy. Guest occupancy in the absence of the tenant is prohibited. At least 7 days prior to any occupancy of the unit by any guest, the owner or approved tenant must provide written notice to the Association of the name or names of the intended guests, any familial relationship to the owner or approved tenant, the anticipated date of arrival, and the anticipated date of departure.

For purposes of this rule the definition of unit owner's family for guest occupancy is defined as the owner's parents and adult sons and daughters – any of whom may be accompanied by their respective spouses and children.

Guests must register their vehicle at the office and include its make, model and license number. Guests must use the Owner's parking spot and must display an Association parking pass.

Owners must furnish a copy of the Rules and Regulations to their Guests and are responsible for the acts and conduct of their visitors and guests. Guests who violate the Rules and Regulations may, at the Association's discretion, be required to leave the premises within 24 hours.

No one with a pending Application for an Approval of Transfer or Approval of Lease can apply to be a guest of the Owner in that unit while the application is pending.

Sale and Leasing of Units

7) Sale and Leasing

As per the governing documents, no unit owner may dispose of a unit or any interest therein by Sale or Lease without the approval of the Association as evidenced by a Certificate of Approval issued by the Board of Directors.

Notice to the Association by an Owner of intent to Sell or Lease the unit, along with the forms required for the proposed transaction can be obtained from the Condominium office. These are part of the broader application process.

As part of the vetting process the Board of Directors requires an interview with the prospective buyer or lessee. The interview may take place at any point in that process. The Aristocrat has 30 days, starting from the date all forms and information requested have finally been submitted to the Association, to approve or decline the transaction. The burden is on the Owner to arrange the interview as quickly as possible so that a decision can be rendered within the 30-day period.

To defray the cost of investigation and processing forms, an Application Fee (as established by the Board), payable to the Aristocrat Condominium Association, Inc. must accompany the Owner's application form – whether for sale or lease.

8) Sale of Units

Approval is also required in the event of transfer through gift, device or inheritance. Under no circumstances can a mortgage be obtained from an individual without the Association's approval.

9) Leasing of Units

Leasing is not permitted within the first 2 years of ownership. Leases must be for a minimum of three months and a maximum of one year; but in any case, only one rental in a 12-month period is permitted. Owners who wish

to renew their tenant's lease after the initial term must re-apply and obtain a new Certificate of Approval from the Association. However, if the applicant(s) for leasing has or have been previously approved by the Association, the Board of Directors may, at its discretion, waive the applicable application fee. Such application must be made at least six weeks prior to the end of the initial lease term and if it is denied, the tenants must vacate the premises.

In addition to the approval fee, the unit owner or prospective lessee shall pay a security deposit of \$250. The security deposit shall protect against damages to the common elements or Association property and shall serve as security for the full and faithful performance by the unit owner and prospective lessee of the terms of the Condominium Documents, including the timely payment of assessments and fines and the payment of attorney's fees incurred by the Association in connection with any default or breach of the Condominium Documents by the unit owner or prospective lessee. In the event the security deposit, or any portion thereof, shall be applied as provided herein, the unit owner or lessee shall deposit with the Association, upon written demand therefor, an amount sufficient to restore such security deposit to its original amount, and the failure to do so shall constitute a material violation of the Condominium Documents.

All lease agreements must:

- prohibit assignment and subletting.
- incorporate a copy of the Rules and Regulations as an addendum
- require compliance with the Rules and Regulation

10) Move-in or Move-out

The following procedures / rules have been established for move-ins and move-outs:

- A refundable deposit (as established by the Board) is required. The deposit will be used to repair any damage to the condominium property or reimburse other costs that may be incurred during the move-in/move-out process or renovations.
- The moving company or owner must remove all boxes and packing materials. No such material can be placed in the dumpsters. If necessary, the office will arrange for a special pick-up of your trash. Any fee incurred for this service will be deducted from the deposit.
- All moving vans and trucks must load and unload at the 12th street gate or in a visitor spot. The front door is not to be used for move-in or move-

out activities.

- The moving date must be approved through the office at least 48 hours in advance, Move-ins/move-outs are restricted to Monday, Wednesday, Thursday – noon to 4PM – Tuesday and Friday 9AM to 4PM. No activities on Saturday, Sunday or Holidays.

11) Deliveries

Due to insurance and liability issues the Association and its employees cannot accept deliveries for unit Owners or Tenants. The Association shall not be responsible for theft, disappearance, loss or damage of any item left in the common areas.

Bulky deliveries such as furniture, appliances etc... are restricted to:

- Monday, Wednesday, Thursday from noon to 4PM
- Tuesday and Friday from 9AM to 4PM
- The first Saturday of every month from 9AM to noon

No bulky deliveries are permitted on other Saturdays, Sunday or Holidays.

12) Unit Repairs & Renovations

Except in an emergency, no renovation or repair work may be performed by anyone in the building before 8:00 AM or after 4:00 PM, Monday through Saturday. No such activity is permitted on Sunday.

Prior to undertaking any renovations or alterations to your unit, owners must make a written request by completing a REQUEST FOR ARCHITECTURAL REVIEW FORM, to be submitted to the office together with required documentation; contractor license, city permits, certificate of liability insurance, plans and quotes specifying work to be done. No work (including demolition) can be undertaken prior to approval of the request.

Renovations include structural changes to the walls, installation of carpeting, tile, cabinetry, plumbing fixtures, major electrical, windows or hurricane shutters, but do not include interior painting or decorating.

- Hurricane shutters must meet the requirements of the Association as to style and color.
- Owners replacing their under-sink water filter devices should replace them with devices that have an aluminum housing.

- The company doing the renovation must remove old materials and construction debris or the owner will be charged for such removal.
- Installation of flooring requires an underlayment of 1/2" cork, Whisper Mat or equivalent.
- Tile floors may not be laid on top of the other. An original tile floor MUST be removed prior to the installation of a new tile floor.
- In order to avoid water damage caused by rusted water heaters, water heaters must be replaced if their date of manufacture is greater than or equal to 12 years from the current date.

13) Service People

Service people must use the rear entrance of the building and sign in during office hours and leave the building when the work is completed.

Luggage and grocery carts are not to be used by service people. Residents should advise service people who require the use of carts to either bring their own or make arrangements to rent one of the Association's utility carts. A fee (as established by the Board) will be charged for such use.

Service people are restricted to the number of individuals specifically required in order to provide the service and should not remain on the property beyond the time to provide the service.

For reasons of security and liability, no work by owner contracted service people may take place in the common areas (including lobbies, hallways and the garage, car wash and parking areas). Appropriate drop cloths must be placed to protect the building.

Monitoring & Access Systems, And Individual Unit Keys

14) Video Monitoring System

For the protection of residents, entrances and exits to the building and public areas are monitored by video devices. Any interference with, or damage to, the devices or the recording system is subject to a fine.

15) Access System

Each unit owner is provided with two access fobs registered to the individual users. Fobs are not to be loaned to others. Guests may apply to the office for an access card which will be valid for the period of their stay at no charge, However, a deposit (as established by the Board) is required. The deposit will be refunded upon return of the card.

16) Fobs

Lost or stolen fobs must be reported to the office immediately.

Replacement fobs will be issued should a fob be broken and turned in or a Fob is lost. There is a fee for a replacement fob (as established by the Board) . This fee will be higher for owners who lose their fobs repeatedly.

Owners shall not give fobs to Service People. However, housekeepers and caregivers who require regular entry may apply to the office for an access card at the Owner's written request. The owner will be charged a fee (as established by the Board) for the card.

17) Lost Keys

If a resident has misplaced the keys to the unit, he/she may call the building emergency number and will be provided entry into his/her unit. A fee (as established by the Board) will be charged for this service. Board members are not to be contacted for this.

In the event that the Owner has lost the keys to their unit and needs to use the Association's copy to make a fresh set of keys, a deposit is required which will be refunded only when the custodial copy is returned within 24 hours.

Vehicle Related Rules

18) Parking

Parking spaces are located in Association common areas and assigned to a specific unit or labeled as visitor spaces. Parking is only permitted in areas that are marked as parking spaces. Vehicles must fit entirely within the space allotted without impeding the passage of pedestrians or other vehicles. Vehicles must appear well- maintained, in a movable condition with inflated tires, no leaks and no significant body damage, broken windows etc...

The front entrance driveway loop must be available to emergency vehicles and persons with mobility issues. Vehicles may not be left unattended in that area for any period of time and are subject to towing without prior warning. Vehicles may not be left unattended in the 12th street unloading area for more than 20 minutes.

Vehicles in violation of parking rules are subject to posting of warning notices, booting, towing and a fine imposed by the Association. The Association is not responsible for any damages caused by booting or towing. Any such issues should be brought to the attention of the towing company.

If your vehicle has been booted refer to the instructions on the boot notice. If your vehicle has been towed the phone number of the towing company is indicated on signs in the property.

Assigned Owner Parking:

Owner parking spaces are for use by residents of the building and their guests only. Residents' vehicles must be registered at the Association office and must display the latest version of an Association parking decal on the left front (driver's side) windshield of the vehicle.

Residents' motorcycles or scooters must be parked either in the owner's spot or in a motorcycle/scooter area designated by the Association.

Guests are defined as individuals who occupy a unit in the owner's absence and where no fee is charged for the use of the unit. Guests must register their vehicle at the office, must use the Owner's parking spot and display an Association temporary parking pass.

Owners are responsible for informing purchasers, guests and lessees of the parking space assigned to their unit and should provide written notification to the Association of any transfers of spaces.

Residents may park in a space that is not assigned to their unit only if they have written permission from that unit's owner, the document has been registered in the Association office and a temporary parking pass is displayed.

Visitor Parking:

A Visitor is defined as an individual who visits a unit while the owner is present. Visitor parking spots are identified as such and with yellow parking blocks. Visitor vehicles parked in Visitor parking spots must display a Visitor Parking pass on their dashboard if they will be parked for a period longer than one hour. Dashboard passes are available at the kiosk in the lobby and are valid for 24 hours.

Visitors using these parking spots for longer than 24 hours are required to register the vehicle and obtain a vehicle pass at the office on the next business day. The number of visitor spots is limited and should be available to all. As a result, the Association reserves the right to limit the number and duration of multi-day vehicle passes where abuse is proven.

Commercial vehicles may not remain parked overnight in visitor parking spots.

Residents, guests and permanent overnight caretakers are not permitted to use visitors' spots.

Additional street parking is available in the area.

19) Trucks & Commercial Vehicles

As stated in the Declaration of Condominium, no truck or other commercial vehicle shall be parked in any space assigned to a unit except with written consent of the Association and this for only a limited period. Florida Statutes define a Truck as "any motor vehicle which is designed or used principally for the carriage of goods and includes a motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers." This restriction includes pick-up trucks.

20) See rule 18

21) Parking Gate Remotes

Each unit will be issued one (1) parking gate remote per assigned parking space. All remotes are the property of the Association and must be returned upon the sale of a unit. Owners will be charged the replacement cost for lost or damaged units.

Behavior Related Rules

22) Personal Conduct

No loud, boisterous, disorderly, profane, indecent, immoral, or unlawful conduct is allowed in the Aristocrat. Smoking is not permitted in the common areas of the building. This includes the parking areas.

Unhygienic acts or behavior in common areas, whether intentional or not, are detrimental to the health of all. Residents must take the necessary measures to avoid such incidents.

23) Attire

Residents and visitors must wear proper attire (i.e. be suitable for going out in public) at all times while in the common areas (including hallways, stairwells, elevators and the lobby). This includes shoes, shirts, and cover-ups. When not in the pool area, beach and swimming attire may be worn only with appropriate cover-up.

24) Cleanliness

Nothing should be swept into the interior halls. Do not litter in any of the common areas.

Clean your shoes of tar and sand before entering the building especially when coming from the beach. You may use the hose next to the breezeway/12th street entrance area for this purpose.

25) Odors

In consideration of others, residents must take necessary measures to ensure that smoke and cooking odors are contained within their unit.

26) Radios, Televisions, Sound Systems and Other Noise

Be sensitive to your neighbor's space and remember that one person's floor is another person's ceiling.

Be considerate of your neighbors. Power tools are to be used during the daytime only at appropriate times. Music and other noise must be kept at moderate levels.

At no point may the following sound pressure level be exceeded:

Day: 60 dBA

Night (between 10:00 P.M. and 8:00 A.M): 55 dBA

as measured from inside the offended person's residence or common areas. Pervasive bass sounds that resonate and can be felt physically by a person should be avoided.

27) Consumption of Food and Beverages

Other than in the pool area and meeting room, food and beverages may not be consumed in common areas. No cooking is allowed anywhere other than in individual unit kitchens, the pool barbecue and in the public room's kitchen. The Bar B Q grill must be cleaned after use and made ready for the next user.

28) Water Conservation

Fresh water is a scarce and expensive resource in Florida. Misuse of water is not only wasteful, but it increases costs to all owners since it is a utility paid for by the Association. An owner must repair any water leaks, dripping faucets, defective toilets etc. within 7 days of becoming aware of the event.

29) Owner Absences

Owners planning to be absent from their units for more than a week must complete the Association's Vacant Unit form and leave it with the condominium office. All windows should be closed, and the air conditioner thermostat set to between 75 and 80 degrees or as recommended by FPL. Water to the unit must be shut off. The Association reserves the right to turn off the water if the owner has not complied with the above. A fee (as established by the board) may be assessed.

If a departing resident intends to leave a vehicle in the unit's parking space, they must deposit a set of keys with the office. This is to ensure that the vehicle may be moved in case of maintenance to the area or in emergencies.

If a short absence is unexpectedly extended beyond one week the owner must advise the Association office by phone.

30) Hurricane Preparations

Owners are advised to read the Aristocrat Emergency Disaster Plan.

Owners who plan to be absent from their unit during hurricane season must:

- Remove everything from their balcony, even if they have enveloping hurricane shutters.
- Close and secure your hurricane shutters.

Owners in residence must comply with the preceding and any other emergency instructions if given by the Association when a tropical storm or hurricane warning is issued.

31) PEST CONTROL

Governing documents grant the Association an irrevocable right of access to units for pest control. If residents or guests see any pests, ants, roaches, bedbugs or other vermin they must inform the office immediately so that action can be taken.

32) Solicitation

Solicitation of any kind is prohibited within the building. This includes solicitation for causes, charities and the like. Signs, placards banners or bulletin board notices may not be displayed anywhere in or outside the building without Association approval.

Common Area Related Rules

33) Washers and Dryers

Washers or dryers are not permitted in units because the drainpipes are not designed to handle soapy wastewater from laundry machines. Association clothes washers and dryers may not be operated between the hours of 9:00 PM and 8:00 AM and are solely for the use of residents and registered guests.

Oversized items such as rugs are not to be placed in the washers and dryers. Lint should be removed from the dryer screen at the beginning and end of the drying cycle and should be disposed of in the trash can in the laundry room.

Items containing elements that can affect the well-being or health of subsequent users (e.g., feces, dander, etc.) may not be deposited in the washing machines and/or dryers but should be brought to a commercial laundry instead.

Trash receptacles in the laundry room are to be used only for laundry-associated trash. All other trash is to be deposited in the trash chutes or in the containers provided.

34) Access Obstructions

Nothing shall be stored in the common areas. Entrances, hallways, stairways and other similar common areas of the building must not be used for any purpose other than entering or leaving the building and shall not be obstructed in any manner. This includes rugs, mats, shoes, strollers and wheelchairs. The lobby, community room, storage area, trash rooms, pool area, exercise rooms, sauna, walks, driveways and similar public areas of the building are to be used solely for their designated purposes. Nothing may be placed in doorways or other access points which would impede their normal operation.

35) Entrance Doors to Units

Entrance doors to units are to be kept closed except when entering or leaving a unit. The A/C closets must be left unlocked. Any material stored there must not be flammable nor impede access to the air conditioner or water heater.

It is not permitted to paint the unit's exterior door. Appropriate decorations are permitted on the unit doors during the holiday season (Oct. 15 - Jan. 31).

36) Lock Boxes

Lock boxes are not permitted on entrance doors. All lock boxes are to be placed in the air conditioning closets. Owners are responsible for advising their realtors of this rule.

37) Decoration of Hallways:

Hallways are common areas and painting and decorating these areas falls under the responsibility of the Association. No personal articles are to be hung, displayed or exposed on the exterior of a unit or in common areas.

38) Swimming Pool and Sauna

Residents, their guests and visitors who use the swimming pool do so at their own risk. Children the age of 16 must be accompanied by an adult. Pool rules are posted at poolside and rules for the use of the sauna are posted on the Sauna doors. Children who are not toilet trained may ONLY use the swimming pool if they are wearing swimming diapers.

39) Rec Room and Pool Wet Room

The Rec room, adjacent kitchen and Pool Wet Room are intended for the pleasurable use of all condominium residents. Children under the age of 16 must be accompanied by an adult.

Written requests to reserve these rooms for a private function must be made at least 48 hours in advance, approved by the Association and be accompanied by a security deposit which will be forfeited if the rooms are not left clean and orderly afterward. Owners are responsible for any damage or costs beyond the value of the deposit.

No person may leave any food or beverages in the refrigerators of these areas overnight unless it is for an event the following day.

40) Tower Fire Escape

The tower fire escape should not be used for anything other than exiting the building during a building emergency or fire drill.

41) Care of Building

Owners are ultimately responsible for any damage caused by occupants, visitors, guests, lessees or service workers.

Any damage to the Building should be reported so that timely repairs can be made. Work order tickets are provided for the purpose of reporting maintenance issues at the office. We must work together to keep the building maintained. If you see a maintenance issue, report it. If you don't report it,

don't complain if it isn't dealt with.

No work shall be performed, or anything kept in the units or common areas which could result in the cancellation of insurance on the building or contents, cause an increase in the premium or deductible or would be in violation of any public law, ordinance or regulation.

The Association shall not be responsible for theft, disappearance, loss or damage of any item left in the common areas.

42) Restricted Areas

Access to the roof, equipment rooms and power rooms is limited to those authorized by the Association.

43) Grocery Carts and Luggage Carriers

Grocery carts are stored in a gated area and monitored by a camera and fob system. Carts must not be left in the hallways or in the other common areas after use but are to be returned within one hour to the cart storage areas so that they are available to the next user.

Grocery carts are to be used for groceries and light merchandise only. Grocery carts and luggage carriers are to be used through the rear entrance only. Please use extreme caution so that no automobile or building property is scratched or damaged.

Contractors may not use the carts. Owners are responsible for their contractors.

44) Building Staff

Only in an emergency may the building staff be called upon to assist Owners within their units. All other assistance by a staff member must be performed outside of his/her regular working hours and is a personal matter between the parties. Owners who solicit building staff during their regular working hours may be subject to a fine.

No owner or member of his family, guest, or tenant, shall give orders or instructions to building staff. Work order tickets are available at the office for the purpose of reporting maintenance issues.

Verbal or physical abuse of residents, staff or board members is prohibited. Verbal abuse includes any unreasonable or unlawful verbal attack that is intended or likely to alarm, distress or intimidate. Physical abuse includes any actual or threatened assault, attack, violent act or aggression.

45) Trash & Trash Chute

The trash chute may be used only between the hours of 8:00AM and 10:00PM. No trash is to be left in the common areas of the building other than in the trash chute, or the designated containers in the trash room and recycling containers.

All trash shall be securely wrapped in paper or plastic before being placed in the trash chute. Packing cartons, glass and bottles shall be deposited in the downstairs trash room, or in the appropriate recycling bins.

Newspapers are to be carried down to the trash room and deposited in the area provided for them.

The trash chute is not to be used for rugs, padding, bulky items or construction debris.

All large items: including appliances, furniture, old rugs, padding, etc. must be hauled away by the owner or his agent. Recommended furniture pickup organizations are posted in the mailroom.

46) Car Washing

There are no dedicated car wash facilities. Owners who wish to wash their cars may do so at the 12th St. Gate driveway and take care that other vehicles are not splashed while doing so. Owners must be present at all times with any non-resident they employ to wash their car.

47) Unit Repairs

Owners are responsible for any repairs and/or maintenance etc. required within their units.

48) Plumbing

No sweepings, rubbish, rags, or other foreign substances shall be disposed of in toilets or sinks.

The garbage disposal should not be used for coffee grounds, grease or to dispose fibrous materials, such as onion skins, banana peels, celery, etc.

The cost of any repair and/or replacement connected with such misuse shall be paid by the Owner upon demand.

When dealing with a clogged sink or toilet, it is recommended to call the Association's recommended plumber. By doing so, if the blockage is caused

by the common area piping, the Association will cover the cost of the plumbing bill. If the problem is caused by faulty Owner equipment or misuse, the plumbing bill is to be assumed by the Owner.

Owners must tend to any plumbing issues that affect adjacent units or common areas promptly. Failure to do so will cause the Association to enter the unit to affect the necessary repairs and charge the costs back to the Owner.

49) Air Conditioning

In order to avoid mold in Owner units and prevent its spreading to common areas, the temperature in a unit should not rise above 80 degrees.

In order to maintain the proper balance in the building's A/C riser system, the replacement of your A/C unit is restricted to the following sizes:

Two Bedroom units - 2.5 tons. One Bedroom units - 2 tons.

50) Balconies

No antennas, bird feeders, live plants, laundry or antennas may be placed on balconies. Nothing may be attached to balconies or railings, -with the exception that, because of their proximity to the street and pool area, a privacy screen is permitted to be attached to 2nd and 3rd floor balcony railings. The screen should be similar in color to the railing and should not extend beyond the railing.

When cleaning balconies no water may escape over the edge. Nothing, especially tobacco products or refuse, may be thrown from the balconies or windows.

Barbecues and other cooking devices whether propane, electric, charcoal or wood, are not allowed on the balconies; nor may they be used there. No flammable materials may be stored on balconies. Carpets are not permitted on balconies.

Seasonally appropriate decorations are permitted on the balconies during the holiday season (Oct. 15 - Jan. 31). The Association reserves the right to have any decorations that are deemed distasteful removed.

51) Building Exterior Appearance

In order to maintain a uniform and pleasing appearance to the exterior of the building, nothing may be attached to its outside walls. Other than hanging

decorative objects, owners shall not apply unsightly material to their windows which may be visible from the exterior of the building e.g., aluminum foil, newspapers etc. No air conditioners, fans, or any such system that is visible from the exterior of the building shall be installed in any unit.

Owners planning to install hurricane shutters shall use only the style and color presently installed on the building and submit an Architectural Review Form (see rule # 12) before installing them.

52) Bicycles

Bicycles should be stored in the area provided for them in the parking garage. Each one stored in that area must obtain a tag from the office. The Association reserves the right to remove bicycles that are deemed to be unusable. Residents wishing to bring their bicycles into their unit may do so but must take care not to injure bystanders or cause damage to the elevators or building. In the interest of safety, residents may not bring their bicycles into an elevator which is already occupied by several people. The wearing of roller blades is not permitted in the building.

53) Storage Lockers, Meter and Common Rooms

No-one may store anything in the meter rooms or other common areas. without the specific written approval of the Association. A storage locker has been provided for each unit. No flammable items or fuel in any form including propane tanks or paint may be stored in the lockers. No-one may use someone else’s locker without express written permission from the owner of the unit in question. A copy of this written permission must be provided to the office. The contents of the locker must be left visible to Fire and Insurance Inspectors.

Association Related Rules

54) Association’s Right of Entry into Units.

Association governing documents grant an irrevocable right of entry to a unit in case of an emergency, for pest control or for any threat to the building or its occupants. To enable emergency entry, the Owner of each unit must supply a set of keys to the Association. The Association respects the sanctity of your home and your privacy and will not abuse this right of entry. Time permitting, efforts will be made to contact the owner prior to entry.

55) Rules Regarding Inspection and Copying of Association Records

I. RECORDS DEFINED

The official records available for inspection and copying are those designated by the Florida Condominium Act, as the same may be amended from time to time.

II. PERSONS ENTITLED TO INSPECT OR COPY

Every unit owner or the authorized representative of a unit owner, as designated in writing (hereinafter collectively referred to as "unit owner"), shall have the right to inspect or copy the official records pursuant to the following rules and Section 718.111(12), Florida Statutes, as the same may be amended from time to time.

III. INSPECTION AND COPYING

A. A unit owner desiring to inspect the Association's official records shall submit a written request by certified mail to the Association c/o Board of Directors, 1200 Hibiscus Avenue, Pompano Beach, FL 33062. The request must state with particularity the official records requested, including pertinent dates or time periods. The request must be sufficiently detailed so as to allow the Association to retrieve the official records requested. Notwithstanding, the Association is under no obligation to retrieve any records requested and may in the alternative, require the unit owner to inspect the official records as they are kept in the ordinary course of business. The Association may, to the extent permitted by law, offer the unit owner the option of making the records available electronically over the internet or on a computer screen, with records printed upon request. The unit owner may use a portable device capable of scanning, copying or photographing records in order to make copies. ANY OWNER WILLING TO REVIEW RECORDS ELECTRONICALLY VIA THE INTERNET OR IN ELECTRONIC FORMAT ON A COMPUTER SCREEN SHALL SO INDICATE IN THE WRITTEN REQUEST, FAILING, WHICH, THE RECORDS WILL BE MADE AVAILABLE IN HARDCOPY.

B. Inspection or copying of records shall be limited to those records specifically requested in advance, in writing; subject to the exemptions provided for in the Condominium Act, as the same may be amended from time to time.

C. No unit owner may submit more than one (1) request for records inspection and/or copying per month.

D. No unit owner may submit more than one request for inspection and/or copying of the same record in a thirty (30) dayperiod.

No unit owner may request the inspection of hard copy of more than twenty-five (25) records in any request, nor may any request require the Association to produce more than one hundred (100) pages of records at one time. If the unit owner's request exceeds either of these limitations, the Association may provide records for inspection in the order requested by the unit owner up to the limiting factor and notify the unit owner that the other records will be made available for inspection at another inspection session upon receipt of another

written request of the unit owner. An owner shall not be precluded from requesting records which were not produced because of the aforesaid limitations within thirty (30) days pursuant to Paragraph D above.

- E All inspections of records shall be conducted at the Association's office, unless the Association offers and the unit owner agrees to review the requested records over the internet, or at such other location designated by the Association to the extent permitted by the Florida Condominium Act, as amended from time to time. No unit owner may remove original records from the location of the inspection. No alteration of the original records shall be allowed. Notwithstanding the foregoing, the Association may, at the option of the Board or the person responsible for producing the requested records, provide copies in digital form by electronic mail to the owner in the interest of convenience, provided the owner acknowledges and accepts delivery of the requested records in such manner in lieu of producing original records.
- F The requested records shall be made available for inspection by the owner or his or her authorized representative on or before five (5) business days subsequent to actual receipt by the Association of the written request for inspection (for requests sent by electronic mail, this period shall run from the date the e-mail from the owner is opened by the person responsible for producing the requested records). This time frame may be extended by written agreement of the unit owner. The Association shall notify the unit owner by telephone, in person, or in writing (or by electronic mail for requests received by electronic mail), that the records are available and shall attempt to make the records available at a mutually convenient time and date. The Association shall not be obligated to make records available less than five (5) business days after receipt of an owner's request submitted in the manner required by this rule.
- G Subject to the requirements of paragraph G above, Inspections shall be conducted between the hours of 9:00 a.m. and 10:00 am. on Mondays, Wednesdays and Fridays, so that the Association's staff has adequate time within their regular work hours to discharge their other duties to the Association. If an Owner is unable to review records during the prescribed hours, a mutually convenient time shall be arranged.
- H If a unit owner requests a copy of any record, the unit owner shall identify the record desired during the inspection. The Association shall not be obligated to copy portions of records. The requested copies will be made available within a reasonable time.

A unit owner shall pay twenty-five (25) cents per page for letter or legal sized copies, payable in cash or check at the time the copies are requested. The Association shall not be obligated to undertake the photocopying of any records until payment is received by the Association. The Association reserves the right not to accept personal checks from any owner who has previously submitted a check to the Association for any charge which has been returned due to insufficient funds.

IV. MANNER OF INSPECTION

- A. No written request for inspection or copying shall be made in order to harass any unit owner, resident or Association agent, officer, director or employee.
- B. All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association office or office where the records are otherwise inspected or copied. The Association office, or office of inspection, may assign one staff person to assist in or supervise the inspection.
- C. The Association shall maintain a log detailing:
 - i. The date of receipt of the written request for inspection
 - ii. The name of the requesting party
 - iii. The requested copies
 - iv. The date the owner was notified of the availability of the records
 - v. The date the records were made available for inspection or copying
 - vi. The date of actual inspection and copying
 - vii. The signature of the unit owner acknowledging receipt of or access to the records. Every person inspecting or receiving copies of records shall sign said log or a comparable receipt prior to the inspection or receipt of copies.

56) Written Inquiries

When a unit owner files a written inquiry by certified mail with the Board of Directors, the board shall respond in writing to the unit owner within 30 days of receipt of the inquiry.

The association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries will be responded to in the subsequent 30-day period, or periods, as applicable. FS718.112 (2) (a) 2

57) Complaints and Maintenance issues

All owners should take pride in our building. Maintaining the appearance and quality of the building is a shared responsibility. Owners who notice any maintenance issues should report them to the office so that a work order may be issued, and the matter dealt with promptly. Waiting for the next Board meeting is not an efficient way of resolving these issues.

58) Participation at Owners and Board Meetings

While participation is both encouraged and welcomed, each unit owner may speak once on any agenda item for up to 3 minutes, with no relinquishing or

yielding of time. Owners should be respectful of the agenda. At the discretion of the Board Chairperson, anyone being disrespectful or abusive may be ejected from the meeting and subject to a fine.

59) Location for Posting of Notices

In accordance with Florida Statute 718, the Association designates the bulletin board located adjacent to the mailroom as the specific location on the condominium property where all notices of board meetings and owner meetings are to be posted. This does not preclude temporary postings in other areas or notices via email.

60) Late Payment of Assessments

A late fee (as established by the Board) will be levied on any assessment received after the 10th of the month in which the payment is due or, in the case of a Special Assessment, after the payment due date. Interest at a rate allowed by the state will be charged on overdue amounts

61) Board Member and Staff Privacy

Board Members are volunteers who also have their own private lives. Their privacy as well as the personal privacy of staff is to be respected. All condominium business is to be conducted through the office. Board members and staff are not to be disturbed at their personal residences unless there is a true building emergency and 911 and / or the emergency number has already been called.

Fee Schedule
As of February 9, 2020 (subject to revision by the Board)

Fee for New Owner / Lessee Application	\$100
Refundable Move-in deposit	\$350
Security deposit for lessees	\$250
Security/Clean-up deposit for reserving rec room or wet room	\$150
Fee for use of utility cart by contractors	\$25 per day
Guest access card deposit	\$25
Fee for access card issued to caregivers and housekeepers	\$35
Replacement of lost or damaged fob	\$50
Replacement of lost or damaged fob (subsequent loss within 3-month period)	\$50
Replacement of lost or damaged garage remote	\$50
After-hours lock-out fee	\$75
Vacant unit water shut-off fee	\$50
Monthly or special assessment late fee	\$50
* Use of office photocopier	\$0.50 per page
* Use of office fax (send or receive)	\$1.00 per page

** Photocopy and fax machine use is offered to residents as a courtesy on an occasional basis. Owners having an ongoing need for these services should use Kinkos or Office Depot.*