

This Instrument Prepared by:  
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(561) 244-9461

**CERTIFICATE OF RECORDING OF THE RULES AND REGULATIONS FOR  
DEERFIELD BEACH HOUSE CONDOMINIUM ASSOCIATION, INC.**

**WHEREAS, DEERFIELD BEACH HOUSE CONDOMINIUM, INC.** is the Florida not-for-profit corporation required by the provisions of Florida Statutes §718 (the "Association"), to operate and maintain the Association according to the Declaration of Condominium of the Beach House, a Condominium, originally recorded at Official Records Book 11332 at page 11, in the Public Records of Broward County, Florida, and all amendments thereto; and

**WHEREAS,** the Association is required by §718.111(12), Florida Statutes to maintain certified copies of the Association's governing documents, as recorded in the Broward County Public Records, as part of the Association's Official Records; and

**WHEREAS,** the Association is desirous of recording the Rules and Regulations in order to have the most up to date language available in an easy to read format for prospective and current owners, and in order for the Rules and Regulations to constitute Official Records in accordance with §718.111(12), Florida Statutes; and

**WHEREAS,** the attached Rules and Regulations accurately reflect all of the Association's rules and regulations which have been duly adopted to date in accordance with the applicable provisions of the Association's governing documents; and

**NOW THEREFORE,** the Association submits the attached Rules and Regulations for recording in the Broward County Public Records.

**IN WITNESS WHEREOF,** we have set our hands and seals this 31<sup>st</sup> day of September, 2020.

*\* Notarization on next page \**

WITNESSES

Sign [Signature]  
Print Morella Torre Cosman

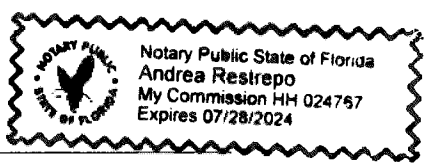
Sign [Signature]  
Print Veronica Borger

By: [Signature]

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 30 day of September, 2020 by Ian Cosman as Vice President of Deerfield Beach House Condominium Association, Inc. He/she is personally known to me or has produced (type of identification) \_\_\_\_\_ as identification and took an oath that the above is true and correct.

Notary Public  
Andrea Restrepo  
Andrea Restrepo  
Printed Name of Notary:



**The Deerfield Beach House Condominium, Inc.**

**RULES AND REGULATIONS**

- 1. SECURITY/REGISTRATION:** For the purposes of this Rule, the term "Guest" means any person visiting an Owner or an Approved Tenant, and who is permitted by an Owner or Approved Tenant to visit the property. "Family Member" means a direct relative of an owner or approved tenant, e.g. a child, grandchild, sibling, parent, grandparent, spouse/domesticated partner and any other day guests, domestic workers, vendors, day workers, employees and delivery people. "Occupy" refers to a Guest who stays Overnight in the Unit. The term "Overnight" refers to someone who is in the unit any time between the hours of 1:00 A.M. and 6:00 A.M.

Registration: All Guests must be registered with the Association. This registration shall include the Guest providing the front desk attendant with a photo I.D., the license plate number of his/her vehicle, arrival date, departure date, unit number, and the name of the owner/lessee he/she will be visiting. All such information will be noted in the log book. Upon registration, Guests will be provided a parking permit that must be placed on the dashboard of their vehicle (if parking on Association property) and the vehicle must only be parked in a designated guest parking space. Each owner will receive one (1) guest hang tag to provide to their overnight guest. It is the responsibility of the Unit Owner to provide the tag to their Guest and for the Guest to display the tag. It is also the Owner's responsibility to collect the hang tag from their Guest prior to departure. Guest's vehicles parked on the premises that do not have a parking pass will be subject to being towed or booted, at the owner's expense.

Unregistered Guests must always enter through the front desk area, and all daily Guest information will be taken by the front desk attendant each time they visit.

Notification Requirements: No Guest may Occupy or otherwise use or access a unit (or the condominium facilities) in the absence of an Owner or approved Tenant without first notifying the Beach House Association at least three (3) days in advance for any stay of less than 5 days; and ten (10) days in advance for any stay of 5 or more days. To obtain such approval, Owners and Approved Tenants must contact the Beach House Association by phone (954-426-4966) or e-mail (deerfieldbeachcondoassoc@gmail.com).

Owners returning from extended absences (over three months) must notify the front desk attendant that they are back in residence.

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Occupancy in the Absence of Unit Owner: No guests, other than a family member will be permitted to occupy a unit for more than two (2) consecutive weeks without the presence of the Owner/Approved Tenant. No Guests other than a family member will be permitted to occupy a Unit in the absence of the Owner/Approved Tenant more than three (3) times in any calendar year (intended to mean the twelve (12) months that make up one calendar year).

Screening of Long Term Guests: The term “Long Term Guest” means someone other than a family member who Occupies a unit for more than fourteen (14) consecutive days, or more than thirty (30) days in a calendar year. Long Term Guests are only permitted to Occupy a unit in the presence of an Owner or Approved Tenant, and the Long Term Guest must first be screened and approved by the Board in the same lawful, non-discriminatory manner as that of a tenant.

- 2. PARKING:** All vehicles of approved residents must be registered with the Association and will be provided an association issued parking decal. Decals will only be issued to, and only may be used for vehicles owned by, the Owner(s) of a unit and any approved tenants/residents or family members occupying the unit. The term “Family Member” means a child, grandchild, sibling, parent, grandparent, or domestic partner/spouse of the Unit Owner or of the Family Member. However, in no event will more than two (2) decals be issued for any unit. Should a person own more than one unit, that owner will not be granted more than two (2) decals in total and additional decals will only be provided for approved residents of, or Family Members permanently residing in, the additional units. The intended purpose of this rule is to prevent owners from providing decals to non-residents.

All automobiles of residents must display the Association issued decal on the outside lower left-hand (drivers side) corner of the rear window. It is the unit owner’s responsibility to notify the Association of a change in ownership of a registered vehicle, purchase of a new vehicle, and changes in tenant/resident status, as appropriate, within fourteen (14) days.

Each parking space which is assigned as appurtenance to a particular unit will be used only by the unit owner/approved lessee, approved resident of such unit, or a Family Member permanently residing in the unit, except when the unit owner has given written permission for use by the registered vehicle of another resident. A copy of the permission letter must be on file in the Beach House

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office. No unit owner or approved lessee's vehicle(s) are permitted to be stored in a guest parking space for more than two (2) weeks. However, those who have two vehicles may park their additional vehicle for over two (2) weeks in guest spaces 81-92 and 152-161.

No vehicle is to display a "for sale" sign when parked on condominium property.

If a unit does not have assigned spaces for the additional vehicles issued decals for the unit, these additional vehicles may park in the Guest parking spaces 81-92 and 152-161. No unit owner or approved lessee's vehicle(s) are permitted to be stored in a Guest parking space for more than two (2) weeks.

All Guests or non-resident Family Members (as those terms are defined above) must only park in designated guest parking areas after first registering with the front desk attendant and obtaining a dated Guest pass to be placed on the dashboard. Vehicles not displaying a permanent decal or guest pass will be subject to having their vehicles booted or towed at the owners' expense. These Guest parking spaces may be used for a period not to exceed fourteen (14) consecutive days or fourteen (14) days in a thirty (30) day period. A "day" is defined as six hours or more within a twenty-four (24) hour period. This regulation refers to any guest parking space so, for example, if a vehicle is parked in one Guest parking space for ten (10) days and then is moved to another space for ten (10) days, that vehicle will be in violation. For Guests or non-resident Family Members expected to remain on the property for longer periods, the owner may make written request to the Association for approval to utilize the Guest parking spaces for a longer period of time. Such written request must include the make, model number and license plate of the Guest vehicle. Approval of such a request shall be at the complete and unfettered discretion of the Board of Directors, and must be in writing. The Association cannot guarantee the availability of Guest parking spaces, as these spaces are used on a first come-first-served basis.

- 3. MOTOR VEHICLES:** No vehicle may be parked in such a manner as to impede or prevent access to another parking space. All persons using our parking facilities must obey the parking regulations posted in the parking areas and drives and any other regulations promulgated in the future. No unlicensed or unregistered vehicles, or vehicles that cannot operate on their own power, may be parked on the premises. A motor vehicle which cannot operate on its own power cannot remain within the condominium property for more than twenty-four (24) hours and no

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repair of vehicles, except for emergency repairs, will be made within the condominium property. Any fluids, oils, gasoline or grease leaking from vehicles must be repaired and the ground cleaned by violators. Washing and waxing of motor vehicles is limited to such areas as designated by the Association for the cleaning of motor vehicles by residents only. The hose provided by the Association must be shut off, drained and put away after each use.

Each parking space which is assigned as appurtenance to a particular unit will be used only by the unit owner or the approved lessee of such unit, except when the unit owner has given written permission for use by another resident. A copy of the permission letter must be on file in the Beach House office. All vehicles must be parked within the painted lines. Parking spaces are not to be used for storage of bicycles, beach chairs or other personal items. If items are left in the garage area, the unit will be given notice that if the item(s) are not removed within 24 hours, they will be disposed of.

All automobiles of residents must display an Association issued decal on the inside lower left-hand (drivers side) corner of the rear window. All overnight guests must register with the front desk attendant and get a hang tag from the unit owner to be placed on the dashboard. Daily guest(s) must register with the front desk attendant and will be issued a parking pass that is to be placed on the dash board of the vehicle.

No commercial truck owned or driven by a unit owner, approved lessee or guest shall be parked overnight on the condominium property. RV's may be parked once per visit for a period not to exceed 24 hours. Commercial vehicles shall mean those that are not designed and used for customary personal/family use, or that are manufactured, designed, marketed or used for transporting goods of any nature, or that are used primarily in connection with the conduct of any business activity and not being used primarily for the transportation of people. Prohibited commercial vehicles include, but are not limited to: vehicles the State registration for which contains a designation of the type of vehicle as anything other than "automobile"; trucks or pick-up trucks with a load capacity of more than 8,000 pounds GVW; passenger vehicles, including sports utility vehicles, hybrid utility vehicles, vans or trucks that do not contain side and rear windows or rear passenger seats; any vehicle with more than two axles. The Board has the authority to determine whether a particular vehicle falls into category of a restricted commercial or recreational vehicle. No boats, trailers, campers or like vehicles may be parked on condominium property at any time.

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Vehicles not displaying a permanent decal, overnight or daily guest pass will be subject to having their vehicles booted or towed at the owners' expense.

No unit owner or approved lessees vehicle(s) are permitted to be stored in a guest parking space for more than two (2) weeks. However, those who have two vehicles may park their additional vehicle for over two (2) weeks in guest spaces 81-92 and 152-161. No vehicle is to display a "for sale" sign when parked on condominium property.

Vehicles parked in violation of these rules will be booted or towed in compliance with Chapter 715 of the Florida Statutes at the Owner's sole cost and expense.

**4. EMERGENCY ENTRY – INGRESS AND EGRESS:** In case of any emergency originating in or threatening any unit, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any person authorized by it, has the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry will be immediate. To facilitate entry in the event of any such emergency, the front desk attendant, by authorization of the Association, will retain a key/combination code, alarm code to each unit in a locked secure box. In the event the unit owner changes locks, the owner must provide the Association, through a Board member, with the new key, key fob or combination, alarm code, for use by the Association pursuant to its right of access to each unit. Any expense involved in entering a unit where no key/fob/combination/code, alarm code is provided beforehand will be charged to the unit owner.

**5. FACILITIES:** The facilities of the condominium are for the exclusive use of the unit owners, their approved lessees and guests. No guest of any unit owner or approved lessee is permitted to use any recreational facilities (including but not limited to the pool, guest parking, club house etc.) of the condominium unless the guest has been registered with the front desk attendant before entering the condominium property. Shirt and shoes must be worn in the lobby. No day guest may use the facilities unless the owner or lessee is physically present on the property.

Any damage to condominium property caused by any unit owner or guest or lessee will be repaired at the expense of the responsible unit owner. All common grounds and all units will be for residential use only. Any multi-owner group must designate on an annual basis one person who will serve as the owner of record and have the rights of ownership. A non-designated owner may only visit according to the rights bestowed upon guests, but will not have owner rights.

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No unit will be leased or occupied by more than two adults per one bedroom unit and four adults per two-bedroom unit.

No one will interfere with the operation of the elevators and children should be accompanied by an adult when using the elevators. Supervision must be exercised when children are on the grounds.

The lobby bulletin board is reserved for use by owners for the purpose of advertising on a 3x5 card Beach House units for sale or rent by the owner or the owners' agent. The bulletin board may not be used for commercial sales notices, solicitation for any cause, charitable, political or otherwise, nor for exhibiting commercial calling cards or letterheads. It can be used to post the sale of a unit owner's personal item(s) and to post notices to all residents.

- 6. SWIMMING POOL, SAUNA AND JACUZZI:** All persons using the sauna, jacuzzi and pool do so at their own risk. All persons must obey the posted swimming pool, sauna and jacuzzi rules. The following are the basic rules for all persons using:

The swimming pool and jacuzzi:

**HOURS:** Dawn to Dusk

The sauna:

**HOURS:** Dawn to 10:30 PM

**GUESTS:** Daily guests of owners or lessee may use the pool only when the owner or lessee is on property. Four guests per unit per day are allowed. Group parties are not allowed at the pool or jacuzzi areas except when sponsored by the Association.

**USAGE:** A shower is required before entering the pool, sauna or jacuzzi and all suntan oils must be removed. Sand must be removed before entering the pool deck area or sauna. Small swimming aids are permitted in the pool. Pool safety equipment and signs must be kept in place and not be used for any purpose other than which they were intended.

**NOT ALLOWED:** Children under 12 years old are not permitted in the pool area or jacuzzi unless supervised by a responsible adult present in the immediate vicinity. Balls, water pistols, frisbees, boogie boards or other like items are not permitted in the pool/courtyard area.



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Any child under three years old, any child not toilet trained and anyone who lacks control of defecation wishing to swim in the pool must wear a water resistant swim diaper **and** waterproof swimwear. Swim diapers and waterproof swimwear must have waist and leg openings fitted such that they are in contact with the waist and leg. Children under 5 are not permitted in the jacuzzi or the sauna.

Jumping or diving into the pool or jacuzzi is not permitted. Running, rollerblading, skate boarding, jumping, ball playing are not permitted; and radios and tape players are not permitted unless used with earphones.

Floats (except swim aids) and balls are not permitted; pets are not permitted in the pool or in the courtyard area at any time. Persons with rashes, cuts, etc., are not permitted in the pool, jacuzzi or sauna.

**REFRESHMENTS:** Beverages are not permitted in glass containers and must be kept away from the pool and jacuzzi. No glass is permitted in the courtyard area. Food may be eaten at the tables only. Tables must be cleaned after use.

**LOUNGES, CHAIRS AND TABLES:** Lounges, chairs and tables may not be reserved or removed from the pool area.

The chairs and lounges must be covered with towels if suntan oil or lotion is used.

Towels must be removed from lounges, chairs and tables by any person leaving the pool area more than 1 hour.

Chairs and lounges must be returned to their proper places and may not be left on the grass.

Umbrellas must be closed after use.

- 7. CLUBHOUSE:** The clubhouse must be cleared for use through a Board Director or an Officer of the Association. In order to use the clubhouse for a private party or meeting, the resident/host must be present throughout the affair. A deposit of \$100.00 will be required for each private function. The deposit is refundable if the clubhouse is left clean and all food and garbage is removed after the function and the air conditioner is turned off immediately after use and there have been no reported violations of the rules and regulations. The person who reserved the clubhouse will be responsible for any damages to the clubhouse or any other recreational facility.

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**8. TRASH:** There are recyclable containers for newspapers, bottles, cans, cardboard in the trash rooms on each floor. All other refuse must be securely wrapped and tied in plastic garbage bags and sent down the trash chute. Trash chutes should be used from 7:00 A.M. to 10:30 P.M. No trash should be left in the trash room (including empty boxes not broken up) and large items must be taken to the dumpster enclosure at the southwest end of the building.

The Associations dumpsters may not be used to dispose of building material (wood, drywall, pipes, plumbing fixtures, etc.). All building material must be taken off site for disposal or arrangements made with the city for disposal. Private dumpsters may not be brought on site during a unit's construction without the approval of the board.

No liquids of any kind may be dumped into the storm drains.

**9. SMOKING:** Smoking (cigarettes, cigars, pipe, vaping etc.) is prohibited in the elevators, club house (inside or outside), courtyard, pool, hallways, bathrooms, stairwells and the lobby.

**10. BARBECUES:** Barbecue grills of any kind and similar cooking utensils may not be used on balconies or anywhere on the condominium property. A community gas barbecue grill is located near the clubhouse and is used on a first come first served basis.

**11. NOISE:** Radios, televisions and other instruments, which may create noise, must be turned down to a minimum volume between the hours of 10:30 P.M. and 8:00 A.M. Noise from non-emergency home improvement and repairs within the individual units can only occur during the hours mentioned in rule twenty-five (25) 'Renovations and Repairs'.

No skate-boards (foot or motorized), or like transportation are allowed on common property (parking lot, hallways, garages, courtyard etc.)

**12. DOORS, WINDOWS, HALLWAY/Common Area Obstructions:** All common areas, including hallways, must be kept open and unobstructed. Any unpermitted personal items left in the hallways (e.g. Beach chairs, shoes, umbrellas etc.), or obstructions of any kind, will be disposed of by the Association if the resident fails to do so promptly upon being notified by the Association. Residents may place a small decorative item or wreath on their door and a small potted plant or other small decorative item on the floor area immediately adjacent

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to their front door so long as this does not protrude into, or otherwise obstruct, the hallway. Residents may also place a small doormat in front of their door so long as it does not protrude significantly into the hallway; however doormats may not have any offensive, political or profane lettering or images. Any dispute as to permissible doormats or small decorative items shall ultimately be made by the board in its sole, absolute and unfettered discretion. Doormats or decorative items deemed to be in violation of this provision by the Board will be removed and discarded by the Association if not removed by the owner after notice has been provided.

No sign, notice, advertisement, lettering, or political (or other) posters/papers, may be placed, hung, displayed, exhibited, affixed, painted, inscribed or otherwise exposed or visible on any door, window or any part of the condominium with the exception that one small window or door sign stating that the resident is handicapped or that the unit is protected by a security system will be permitted. Such signs shall not exceed the normal and customary standard for the size of such signs. No for sale signs are permitted anywhere on the premises, other than that a unit owner may provide a 3x5 size card for the purpose of advertising their unit for sale to be placed only on the bulletin board in the lobby. Small religious items will be permitted to be affixed on doors, and seasonal holiday decorations will be temporarily be permitted during a nationally recognized holiday (and for a short amount of time before and/or after the holiday). Ring (or similar) doorbell devices may be permitted to be installed on doors, upon obtaining prior written approval from the Board, but these devices may not be installed or affixed on any other common element. Nothing may be projected out of any window or balcony.

- 13. STORAGE AREAS:** Nothing may be placed in the storage areas that would create a fire hazard or block access to any storage unit. Each Beach House owner is assigned one storage locker. Any item(s) found outside of a storage locker will be disposed of.
- 14. BALCONIES/PATIOS** - The balcony or patio area must be maintained in a neat and attractive condition, and not as a storage area. Balconies and patios may not be enclosed or modified in any manner that obstructs the view of other residents. Generators, barbecues, grills or similar food cooking devices/utensils may not be stored or used on the balcony or patio areas, or anywhere on the Condominium Property. No plants or other items may be hung over or from balconies. Unit owners must not allow anything to be thrown or fall from balconies, doors, windows or patios. Any unit owner that wishes to wash their balcony must notify the unit(s) below prior to washing their balcony. The balcony or patio area may

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not be carpeted, painted, decorated or modified without written pre-approval from the Board. Residents and their guests or invitees may not engage in any activity on the balcony or patio area that is considered a nuisance.

- 15. HURRICANE PREPAREDNESS / HURRICANE SHUTTERS:** Unit owners or approved lessees who plan to be absent from their unit during the hurricane season or for any extended period of time must prepare the unit prior to departure by removing all furniture and plants from the balcony and by designating a responsible individual to care for the unit during extended absences. Unit owners will be responsible to reimburse any costs incurred by the Association if maintenance personnel have to clear a deck or close a unit for hurricane readiness as declared by local authorities. Shutters should be securely closed and locked. All windows should be locked. Installation of hurricane shutters must comply with the style and color of those already existing on the building. Only white accordion-style is accepted at the Beach House. Written approval of the board is required after plans and specifications have been submitted.
- 16. FLOOR COVERING:** Any tile installation above the first floor must have the written approval of the board. Written approval of the board is required after the specifications have been submitted together with a sample of the soundproofing material. Carpeting is acceptable within the unit itself as is tile, as long as the carpet/tile is laid over a soundproofing material like cork or acrylic insulation material.
- 17. EXTERIOR APPEARANCE:** The exterior of the condominium and the balcony area of each unit will not be painted, decorated or modified by any unit owner in any manor without the express written consent of the Board of Directors. Approval for any changes may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators fans, air conditioning devices or other like items shall be used in or about the condominium except as shall have been approved in writing by the Association. Installation of window coverings visible from the exterior of the unit must be white or off-white. No balconies or patios may be enclosed so as to obstruct the view of any unit owner. Storm shutters must be white or off-white and uniform in appearance and the Board of Directors must pre-approve any alterations to these areas. No carpeting is allowed on the balconies.
- 18. ROOF:** Workers must get the roof access key from the front desk attendant, sign the register and submit their driver's license in order to do any work on the roof.

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When the access key is returned, the driver's license will be given back. An owner can only go on the roof if accompanied by a Board Member, Officer or attendant.

- 19. LEASING OF UNITS:** The minimum lease period for a Beach House unit is three months. No unit may be advertised for a lease less than a three month period. At no time will a unit be occupied more than 2 weeks without the owner being present as noted in rule one (1) 'Security/Registration'. No more than two leases within a 12 month period are permitted. All leases are subject to Board approval. A person wishing to rent a unit must obtain a Beach House lease form from the Property Management Company, complete the form authorizing a background check, and be interviewed by at least one member of the Board. There is a \$100 fee to activate the background check for each person seeking to occupy the unit, except in the case of two spouses. Anyone who rents must obtain and sign off that they have obtained a copy of the Beach House Rules and Regulations and agree to abide by the rules therein.

When a unit is leased, a tenant shall have all use rights of the association property and those common elements otherwise readily available for use generally by unit owners and the unit owner shall not have such rights except as a guest.

- 20. SALES OF UNITS:** All sales are subject to Board approval. The owner (or agent) must obtain a Board approved purchase application form and Rules and Regulations booklet from the Property Management Company and follow all instructions therein. New owners must initial each page of the Beach House Rules and Regulations signifying acknowledgement to follow said Rules and Regulations and will be kept on file. All applications and other adults to occupy the unit must be interviewed by at least one member of the Board of Directors prior to taking title or occupying the unit.
- 21. PETS:** Guests of owners and/or approved lessee are not permitted pets. Prior written consent is necessary before a pet can reside at the Beach House. There is a pet registration form available in the office. No pet can weigh over 15 pounds, and each unit can have only one pet. Pets must be on a controlled leash at all times when on common property (e.g. lobby, elevators, hallways, stair cases, etc.). No pet that creates a noise problem or that is a nuisance to another owner can reside at the Beach House. If the Board concludes that a pet is a nuisance for others, the Board's decision for removal is conclusive and binding. Dog owners must clean up after their pets.

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- 22. PLUMBING:** Sinks and toilets must not be used for any other purpose than those for which they are intended. No sweepings, rubbish, facial tissue, sanitary napkins, rags or other foreign substances can be thrown therein. The cost of any repair resulting from misuse of the same will be borne by the unit owner responsible for the damage.
- 23. WATERBEDS:** Waterbeds are not allowed in any Beach House unit.
- 24. SOLICITATION:** There will be no solicitation anywhere in the building or upon the condominium property for any cause, charity or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.
- 25. EMPLOYEES:** Employees of the Association may not be sent out of the building by any person at any time for any purpose except by a Board member. No persons will direct, supervise or in any manner attempt to assert any control over the employees of the Association except a board member. No employee can enter or perform work in any unit during scheduled working hours except in the case of an emergency or on behalf of the Association.
- 26. RENOVATIONS & REPAIRS:** Contractors can work in the individual units on Monday through Saturday from 8:00 A.M. until 5:00 P.M. No work can occur on Sunday. Contractors who work privately within the individual units must provide proof of liability insurance prior to commencing any work. An owner is required to obtain Board approval to make significant changes to a unit, especially in cases where a building permit is required. There is a unit modification form in the office for anyone planning to remodel their unit, which must be completed and approved prior to commencing any work. No contractor, delivery or moving van workers are to hold the elevator and must ensure pads and carpeting are placed in the elevator prior to bringing in any tools, hand truck, dollies, material etc. into the elevator. Items should be placed at the landing and moved all at once. Only the side elevators (north and south) can be used for construction workers, moving van workers or delivery persons. Owners are responsible for any damages to the common elements caused by their workers moving of equipment, etc.
- 27. OFFICIAL RECORDS:** Unit owners or their authorized representatives may inspect the association's official records as that term is defined in the Florida Statute 718:111 (12). This includes the right to make or obtain copies at the member's reasonable expense. Inspections may be subject to the following rules:

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- A. Records may not be removed from the Association and/or property management office.
  - B. A written request to view records must be submitted five days in advance.
  - C. Inspection of records must be during regular business hours by appointment.
  - D. The right to inspect documents and records is limited to one (1) time per unit per calendar month
  - E. Written inquiries concerning Association matters requiring a written response are limited to one (1) per unit per month.
  - F. A person inspecting documents must allow the office staff to perform regular duties. Questions should be written and submitted to staff and time allowed for the research of answers and the scheduling of the inspection.
  - G. The Association will make copies at the usual and customary cost, payable in advance.
- 28. MOVING IN AND OUT:** No moving in or out can occur before 8:00 A.M. or after 5:00 P.M. Monday through Saturday. There can be no moving in or out on Sunday. Movers should not hold the elevator but should place items at the elevator landing to be moved all at once. Floors must be covered and walls padded, and only the side elevators (north and south) can be used. A \$300.00 deposit is required before any resident can move in or out. The deposit will be refunded provided there is no damage to the elevator or common areas. The Association reserves the right to pursue injunctive relief if damages exceed \$300.
- 29. ENFORCEMENT/ PENALTIES:** Every unit owner and/or approved lessee must comply with these rules and regulations and all additional rules, which from time to time, may be adopted by the Board of Directors. The Declaration of Condominium, the By-Laws and the Articles of Incorporation provide the framework for the operation of the condominium. Failure of a unit owner or an approved lessee to comply with the condominium documents and the rules and regulations will be grounds for action, which may include a fine and an action to recover sums due for damages

The Association will levy a reasonable fine for the failure of an owner of the unit or its occupant or invitee or contractor or subcontractor to comply with any provision of the Declaration, the Association Bylaws, or Rules and Regulations of the Association. A fine will be levied by the Board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee. A committee will consist of at least three members

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appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The fine may not exceed \$100 per violation, or \$1,000 in the aggregate. The Association will suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the Declaration, the Association Bylaws, or Rules and Regulations of the Association.

A fine or suspension levied by the Board will not be imposed unless the Board first provides at least 14 days' written notice to the unit owner and, if applicable, any occupant, licensee, or invitee of the unit owner sought to be fined or suspended. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed. If the proposed fine or suspension is approved by the committee, the fine payment is due 5 days after the date of the committee meeting at which the fine is approved. The Association must provide written notice of such fine or suspension by mail or hand delivery to the unit owner and, if applicable, to any tenant, licensee, or invitee of the unit owner.

If a unit owner is more than 90 days delinquent in paying a fee, fine, or other monetary obligation due to the Association, the Association will suspend the right of the unit owner or the unit's occupant, licensee, invitee or contractor or subcontractor to use common elements, common facilities, or any other Association property until the fee, fine, or other monetary obligation is paid in full.

The Association will suspend the voting rights of a unit owner due to nonpayment of any fee, fine, or other monetary obligation due to the association which is more than \$1,000 and more than 90 days delinquent. Proof of such obligation will be provided to the unit owner 30 days before such suspension takes effect.

The preceding Rules and Regulations are designed to make living for all unit owners safe, pleasant and comfortable. The restrictions are for the mutual benefit of all.