

**First Gulfstream Garden Apartments Condominium, Inc.**  
**215 S.E. 3<sup>rd</sup> Avenue - Office - 4<sup>th</sup> Floor**  
**Hallandale Beach, FL 33009**  
**Phone: 954-457-7644**  
**firstgulfstream@outlook.com**

## **RULES & REGULATIONS- APPROVED – MAY 30, 2023**

### **DEFINITIONS**

**OFFICE:** The on-site Association office is located on the 4<sup>th</sup> floor. The office is used for the Board of Directors, Committee members and to conduct Association business.

**RESIDENT(S):** Person(s) occupying a Unit, whether a Unit Owner or Tenant.

### **HOUSE RULES**

#### **ADULT COMMUNITY**

This Association was originally created as an adult 55+ community per the condominium documents. The Condominium Documents explains the occupancy percentages that must be met to maintain status as required by the Fair Housing Amendment Act. The law requires that certain census criteria needs to be periodically obtained to maintain the exemption. The "Unit Owner Information" form provided by the Association shall be completed annually and returned with a copy of your driver's license to ensure that the "occupancy" requirements are met, one occupant being 55+ years of age or older, counted towards the 80%. The emergency contact information on the form is also critical to the Association's records so PLEASE return to the above address in the heading.

#### **ALTERATIONS, MODIFICATIONS, AND ADDITIONS TO UNIT**

Any work that is a modification to the unit, even if it is replacing "like for like" improvements, MUST be pre-approved by the Board by submitting a "Request for Approval Letter," submitted through the 4<sup>th</sup> floor office door slot, e-mailed or mailed to the Association. The Owner must give the Board at least fifteen (15) days to review the request so that they can answer you with the course of action you and/or your contractor must make. If additional information is necessary, the Association will contact the Unit Owner. City permit(s) ARE required and take time for the City's "Review" once the paperwork is submitted to the City. Take this into consideration when you plan to make any improvements. A COPY OF THE APPLICATION FOR THE PERMIT, ANY ENGINEER'S DRAWINGS AND CERTIFICATIONS, CERTIFICATES OF INSURANCE NAMING THE ASSOCIATION AS AN ADDITIONAL INSURED, COPY OF COMPANY'S BUSINESS TAX RECEIPT AND APPLICABLE LICENSES FROM THE CONTRACTOR IS REQUIRED. A copy of the package you plan to submit to the City MUST be provided to the Board of Directors along with the cover letter requesting approval BEFORE YOU BEGIN WORK. The Board will review it, so you can begin as soon as possible. If you have an EMERGENCY replacement (i.e., air conditioner, plumbing pipe, plumbing fixture, etc.) you MUST apply for an "after the fact" permit from the city within 24 hours, to avoid double permit fees. Please copy the Board on this type of repair/replacement. If the improvement requires modification to the limited

common areas, a load test from a professional engineer, and roofer as it applies, must be coordinated before work begins.

### **APARTMENT WATCHER**

In the event, that you are a seasonal resident or if you intend on being away from your unit for more than one (1) week, it is **VERY IMPORTANT** that you make arrangements at your expense, to have an apartment watcher, that can check on the interior of your unit to prevent possible hazards such as leaking toilets, water heater, refrigerator, floods from above (stained ceiling), and other water intrusion issues (notice stained walls). It is advisable that they check the unit weekly at a minimum so that potential water issues are averted.

Any situation that is detected should be immediately reported to the Board of Directors by phone, as well as by e-mail. The OWNER is responsible for calling in a licensed and insured plumber, to determine the source of a possible leak. **ALL WATER MUST BE SHUT OFF AT THE UNIT "MAIN" WATER SHUT OFF BEFORE YOU LEAVE.** The circuit breaker to the hot water heater must be turned off while you are away. The air conditioner should remain on and set to be at a temperature no greater than 78 degrees to ensure no buildup of mold. Installation of a humidistat to work in conjunction with your air conditioner for those absentee owners is suggested, at your expense. When the electric goes off, you will need to have someone restart your air conditioner as it might not go on automatically. Automatic restart switches can be installed by your air conditioning provider at your expense.

### **APPLIANCES**

Maintenance, repair, or replacement of appliances within a unit is the responsibility of the unit owner. Unit owners are solely responsible for costs of said maintenance, repairs, or replacements. The installation of dishwashers, air conditioners, and hot water heaters REQUIRE prior Board approval. A city permit is REQUIRED because it involves water hookups and electrical per code. Pans are required to be installed under the hot water heater tank.

Please be aware that the life expectancy for a hot water heater is 10 – 12 years. Unit owners are advised to routinely have the condition of their hot water heater checked by licensed professionals and replace them when necessary to avoid water leaks. Unit owners can be held liable for any damage to other units this might cause.

### **APPROPRIATE ATTIRE**

Attire appropriate for public wear (including shirts and footwear) is to be worn in **ALL COMMON ELEMENTS** except for the pool area where bathing suits and bare feet are permitted. When walking to the pool or recreational facilities inside the building, (including hallways and elevators), cover-ups and footwear must be worn.

### **BICYCLE STORAGE.**

Bicycles shall be WALKED, not ridden, on the premises, in or out of the ELEVATOR LOBBY DOORS, ON CATWALKS, OR OTHER COMMON AREAS. Bicycles shall be stored only in designated storage areas located on the first floor, courtyards or within their Unit. Residents living in A and B wings should park their bicycles at the SOUTH end. Residents living in C and D wing should park their bicycles at the NORTH end. Bicycles shall not be stored on balconies, patios or decks. Bicycles shall not be left unattended in any part of the Common Elements or locked on the exterior grounds. Unit owners are responsible for any damage caused by them and/or their guests or tenants. Use of the bicycle storage facilities are on a first come, first served basis. Each unit owner or tenant must secure his or her

bicycle to prevent theft or unauthorized use. The Association, Board of Directors, disclaim all responsibility and liability for theft of or damage to bicycles.

**Once a Hurricane "WATCH" is issued by the National Weather Service, all bicycles must be removed from the bicycle racks and stored inside your unit.**

### **BOARD MEETINGS AND SPECIAL MEETINGS**

Notices for meetings and/or Agendas will be posted on the locked bulletin board, which is the official bulletin board of the Association, located on the wall of the 1<sup>st</sup> floor lobby next to the laundry room. In certain instances, a secondary bulletin board on the easel might have additional notices posted. Residents should check the Board daily.

### **BULLETIN BOARD OFFICIAL**

The "Official" bulletin board per Florida Statute, is located behind glass, which is kept locked, on the wall next to the laundry room on the first floor.

### **BULLETIN BOARDS**

Owner and/or resident notices may NOT be posted anywhere on the Condominium Property. The black background bulletin board in the mailroom area is used for Activity notices. Owners wishing to post a notice, can submit their request to the Association's Board of Directors for approval prior to posting. All notices must fit on an index card, as space permits. All notices must bear a posting date, approval stamp/signature and may be removed by a Board Member after five days of the posting date or before as space is prioritized for community social events. No advertisements are permitted. Oversized notices and notices that are not permitted will be immediately removed.

### **CABLE**

The Association currently has an agreement with BREEZELINE Cable T.V. to provide bulk cable service to owners as an expense of the annual budget and is part of the monthly maintenance fee. Residents are responsible for contacting BREEZELINE directly to arrange for TV hook-up. Additional channels and services, independent of the Association's contract, can be purchased directly from BREEZELINE by calling 1-800-694-6192 which will be billed to you directly.

### **CARTS**

The Building provides a limited number of small carts as a convenience for Residents. In consideration of other residents, carts must be returned to the area where they are stored within 30 minutes from the time the carts were removed. Use of the carts is restricted to the Condominium Property. Carts must be returned and not left in any other part of the Condominium Property, including the elevator.

### **CHANGES IN OPERATION**

Amounts and/or hours of operation, where stipulated in these House Rules, for certain services or amenities, are subject to change from time to time based upon the current Board policy.

### **CHILDREN**

Children while visiting the resident's units are NOT permitted to play or loiter in the STAIRWELLS, HALLWAYS, LOBBY'S or any other Common Elements of the Building. Adult supervision is REQUIRED to ensure that children under the age of 12 do not impede others from entering or exiting the building or create a danger to themselves or others.

Children unable to operate the emergency controls in the elevator should NOT use the elevator unless accompanied by an adult. Children are NOT to be left under the supervision of Association Personnel in the lobby or any other Common Elements. Children under 16 MUST be accompanied by an adult, when using the recreational facilities, i.e. pool, bocce ball court, shuffleboard court or use of clubhouse facilities.

## **COMMON AREAS**

**Attire worn in common areas** – Coverups are required when going to and from the pool area. Clothing must be dry so as not to “drip” on the floors and create a slipping hazard. **Please dry off completely before entering the lobby.** Shoes, sandals, or foot covering must be worn while in the common areas.

**Catwalk hallways** -The hallways MUST be kept clear, at all times of items, which includes removing any scooters, wheelchairs, shoes, door mats, boxes, or any item, etc. per the Fire Code. The front door stoop is for package deliveries temporarily placed for daily pick up.

**Lobbies** – There are lobbies on each floor adjacent to the center elevators. Plants and furniture that is not Association property, must be approved by the Board prior to any placement or any item. Maintaining those items is left to the person who was approved to leave it in the common area or may be asked to remove it. Any live plants placed in the lobbies must have waterproof dishes placed under them to prevent leakage onto the floors.

**Entrances** – Entrances are to be kept clear of any item whether it be for pickup or drop off. Vehicles may NOT be left parked in the cross hatched areas UNATTENDED. Vehicles improperly parked may be subject to tow without notice. Please use your assigned space. Please direct delivery trucks to drop off the item(s) and immediately park their vehicle.

**Outdoor cooking** – Barbecuing is not permitted on the patios or balconies per the fire department. Outdoor cooking is available at the pool area on one of the two BBQ grills at your own risk. Unit owners must clean the grill by scraping it down and wiping it down after every use.

**Parking Area** – Each unit owner is assigned (1) **ONE** parking space. The Association has a master list of assigned spaces. If you are in doubt, please check with the Association before parking your vehicle. Please situate your vehicle so it does not block the one-way driveway exiting onto SE 3<sup>rd</sup> St. or SE 3<sup>rd</sup> Ave.

**Vehicle washing** – Cars can be washed down using buckets only. No hosing down vehicle unless there is an unforeseen incident (i.e., contractor’s accidentally get debris on vehicle, paint accidentally landed on vehicle due to overspray, etc.)

**Vehicle repairs** – Repairs to CAN NOT be done in the common area parking lots or in your limited common area assigned parking space. Notwithstanding, emergency battery “jumping” or changing a flat tire are permitted. If your vehicle leaks, YOU are responsible for the immediate cleanup so as not to damage the asphalt or create a slipping hazard.

## **COMPLAINTS AND GRIEVANCE**

Complaints or grievances by a unit owner against another unit owner or lessee of a Unit maintenance or workers, or regarding the general condition of the Building/wings or grounds should be brought to the attention of the Board. Procedures Governing enforcement, are noted in the Declaration of Condominium, By-Laws, and Rules.

## **COMMERCIAL UNITS**

There are no commercial units.

## CONSTRUCTION

Unit owners MUST refer to and act in accordance with the provisions of the Declaration of Condominium, prior to undertaking any construction activity. In addition to the requirements under the Declaration, unit owners MUST contact the Board and have signed agreements and an insurance certificate on file prior to beginning any renovation. Without prior written approval of the Board, no resident may: (i) make any alterations or improvements to the common elements (including television cable and phone lines) or to the limited common elements of the Building (ii) install or replace flooring within the Unit (iii) install appliances or make any alterations to his/her unit to the extent permitted by the Declaration and before Board approval may be granted, a unit owner desiring to make any alterations/ improvements within his/her unit, or to Common Elements, or to the Limited Common Elements, in accordance with the provisions of the Declaration, **MUST**: (a) obtain and deliver to the Board schematic drawings of all proposed alterations, (b) submit a statement as to the expected duration of the renovation work, (c) advise the Association that you plan to pay for an independent architect to ensure that load tests and other renovations follow the City Codes, to protect and maintain the common elements or the limited common elements during the planned renovation work, and (d) attest in writing that the work will be performed in compliance with Association guidelines and all municipal requirements. If approval is granted, **BEFORE** any work begins, the contractor MUST provide copies of the appropriate license and certificates of insurance. Any unit owner who makes any approved improvements and/ or alterations to his/her unit or to the limited common elements appurtenant to the Unit shall be responsible for any damage to other units, the common elements, and/or the limited common elements, as a result, of such improvements/ alterations.

**\*\*\*\*NOTE- A \$500 refundable deposit is required from the contractor to be before ANY work begins. It will be refunded if no damage is caused to the common areas of the property.**

Hours for resident construction, re-modeling or otherwise noise-producing work, excluding emergency repairs, is restricted to Monday through Friday, between the hours of 8:30 A.M. to 5:00 P.M., Saturday 10:00 A.M. to 1:00 P.M. NO work on Sunday or Holidays.

\*\*\*\*\* See PERMITS section for more details.

## DELIVERIES/PACKAGE RECEIVING

The mail is located on the first floor in the lobby. Residents must notify the Board and secure approval for reservation of the elevator, prior to a delivery, if the delivery they are expecting may require extended use of the ELEVATOR(S). Extended use of the elevator(s) is defined as more than two trips up and down. Under NO circumstances will the janitor/maintenance person accompany persons to a resident's units or sign for a delivery. Residents must be at home or make arrangements when undeliverable, to have someone else accept delivery of large items and furniture, or otherwise ensure the delivery can be completed without the accompaniment of a contracted vendor (janitor/maintenance person). Residents shall pay for any damage to the Common Elements caused by the moving or carrying of articles belonging to any Resident or their guest(s) or invitees. The amount of such payment shall be determined solely by the Board of Directors and billed accordingly.

Failure to pay shall mean that the amount will be posted to the unit owner's ledger and due and payable immediately. \*\*\*\*\* Also refer to section Moving in/Moving out.

## **ELECTRICAL**

Only licensed and insured contractors are permitted to do work in the units. Any work being done in a unit **MUST** be pre-approved by the Board.

## **ELEVATORS**

By Ordinance, smoking or the carrying of lighted smoking materials is not permitted in the elevators. Young children under 12 are not permitted to ride elevators unescorted. Residents may not allow visiting children to play in the elevators. Resident's must transport assistance animals on a short-leash and under the control of the handler at all times, including in the elevators. If an animal defecates in the elevator, the owner of the assistance animal is to immediately clean up and disinfect the area. Delivery people, including construction workers/materials shall use the North and South elevator ONLY, unless the need for the center elevator (larger cab) is necessary to transport a piece of furniture **ONLY WITH** the prior approval of a Board member. Vandalism or other damage to the elevators is an offense, chargeable to the responsible party. No one shall unnecessarily hold or otherwise interfere with the normal operation of the elevators, unless granted permission by the Board. The elevators are reserved for the exclusive and uninterrupted use of Residents and other persons lawfully on the property. **In case of fire, Residents must use the stairways, not the elevators.**

When needing to move in, out or within the Building, or when receiving delivery of large items (anything larger than 3' x 3' x 3'), Residents **MUST** register for use of the elevator in advance by contacting the Board during regular business hours. Any Resident that has not made an appointment to use the elevator will be turned away by a Board Member or prevented from using the elevator for such purpose. Residents **MUST** also register for use of the elevator if extended use of the elevator is required to load or unload deliveries. Extended use of the elevator is defined as more than two trips up and down. The Resident must be home to receive all moving Personnel and deliveries.

A deposit of \$ 300.00 dollars is required to use the elevators for Move in/Move out. If there is no damage, the deposit will be returned as soon as the elevator is inspected for damage.

Most trucks will be able to access the North or South loading area to load and unload for moving. In the event an oversized truck is transporting goods to or from the building, written approval can be obtained in advance to load and unload in the sole discretion of the Board, off 3<sup>rd</sup> Avenue. The Resident shall be solely responsible for compensating the Association for the repair and/or replacement of any part of the Common Elements damaged by the Resident's moving activity. The Board will prevent movers from using the elevator if the above regulations have not been met.

## **GUESTS**

In order to be permitted access to the building or to any unit, the person must be able to contact the resident to open the East or West lobby doors. The West door always remains locked. All guests and invitees of Residents or Unit Owners are responsible for complying with all Rules and Regulations of the Association while on the property. **To the extent permitted by law, Residents are responsible for the actions and behavior of their guests and invitees.**

## **GUEST RESIDENCY**

As a courtesy, please let the Board know if you will be having guests. All guests staying in your unit for more than two (2) weeks **must be registered in writing with the Association and providing the name, relationship, and length of stay of the guest.**

**Any guest staying more than thirty (30) days will be considered lessees and will be required to make an application to the Association and obtain approval of the Board of Directors.** Guests that may reside in the unit over ninety (90) days must be immediate family as defined as spouse, children over the age of eighteen (18), parents, or siblings.

#### **HALLWAYS, LOBBIES, UNIT DOORS, STAIRWELLS, AND OTHER COMMON AREAS**

The lobby provides the first impression of the Building to Residents, their guest's and prospective Residents. Residents using the lobby, or any common area **must wear clothing suitable for public wear (including shirts, shorts/pants/skirts and footwear).** The lobby may NOT be used to conduct personal or business transactions or loitering.

**No entrances,** elevator, stairwells, corridors, areas outside of storage lockers in designated Storage Areas when available, or any other Common Elements **may be obstructed** or used in any way except as designated for use in common to all Residents.

**The placement of items** such as: boots, shoes, bicycles, carts, strollers, umbrellas, furniture, doormats, or any other items in these Common Elements is not permitted. Such items will be subject to removal and disposal without notice or recourse. This excludes long track mats placed in the lobby to prevent slipping. Placement of any item at the front door entrance to the unit or on the stoop is not permitted. This includes any type of decorations.

**Smoking is NOT permitted in the lobbies, parking areas, elevators, or in any limited common area, stairwell, or storage area. This includes the catwalks as the smoke can enter the units air conditioners and create a nuisance.**

**Eating and drinking** (other than water) is not permitted in the first-floor lobby, elevators, or in any common area hall, and/or stairwell.

**Loitering and soliciting is prohibited** in any of the Common Elements, inside or outside the Building. Public office campaigning is exempt from this provision.

Residents are urged to maintain the community's security by **keeping unit doors locked, north and south gates locked.** Residents may not prop open doors. All unit doors must be kept closed when not in use, for the following reasons: (a) to prevent spread of fire (b) to minimize the spread of cooking odors and noise to other units; and to prevent exterior obstruction by the door. Common area glass door closers may not be removed or otherwise disengaged that lead to center elevator, except in rain and windstorms, which includes the lobby windows. You may need to meet your guests in the lobby to allow them access. If someone is at the door wanting to enter the building and you do not know them, **DO NOT** let them in.

**No Resident shall paint,** decorate, adorn or place signs upon the outside of the unit, including doors doorframes. Notwithstanding the foregoing, a unit owner may install a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep.

**Exterior unit doors shall not be altered** except for the installation of a lock, peephole, doorbell or small knocker. No tiles shall extrude onto the threshold at the unit entrances, or otherwise cause a non-uniform corridor appearance. Exterior video equipment and/or cameras shall not be installed or affixed to any common area walls or ceiling of the building at the entrance(s) to the unit to where it sticks out past the threshold.

**Installation of flooring** must comply with the Declaration, City code and requires soundproofing of a minimum of 50 STC for second through fifth floor installations.

In accordance with the applicable Fire Code, **Residents shall not prop open or tamper with the locking mechanism of stairwell doors in any way.**

**Residents are prohibited from posting notices,** signs, advertisements, signals, or illuminations in any Common Elements or Limited Common Elements, except on the bulletin board in the first-floor lobby designated for Residents in accordance with the provisions of

these Rules. The exception is posting a copy of the City's permit in the window on the catwalk side, so everyone can see that a permit was obtained for the unit's renovations.

**Canvassing or distributing promotional and other written materials to individual Units is prohibited** except for official business of the Association, political canvassing, and the Board of Directors, without the consent of the Board of Directors. Door-to-door solicitation is prohibited.

**Any activity that is likely to generate substantial traffic** or inconvenience to any other Resident, in any Common Element shall be prohibited unless prior Board approval has been obtained.

## **HOUSEKEEPING**

Nothing shall be swept, shaken or thrown out of the windows, doors or balconies, on or into the halls, stairwells, elevator, or onto the outside areas of the Building under any circumstances.

Nothing shall be placed on or permitted in the windows, doors or balconies, which might fall or be blown from the building, or which might detract from the appearance of the Building in the opinion of the Board. For additional information on Hurricane protection, refer to the Hurricane Preparation Manual. Notwithstanding the foregoing, any Unit Owner may display one portable, removable United States flag in a respectful way, and Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way, portable, removable official flags, not larger than 4.5 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

Nothing shall overhang, be mounted or affixed to the balcony rail including flower boxes and decorative adornment. No decorative adornment, including patio furniture, should extend above the height of the balcony rail. Only patio furniture and no more than four (4) small plant(s) may regularly be stored on the balcony/patio/terrace. No more than four (4) chairs and a table may be kept on a balcony/patio/terrace. No more than four (4) chairs and a table may be kept on a penthouse terrace. No gas or barbecue grills of any type are permitted on the balcony/patio/terrace or in any other area of the Condominium Property per the fire department.

No unit shall display, hang, or use any signs, clothing, sheets, blankets, laundry or other articles outside his or her unit, or which may be visible from the outside of the unit (other than draperies, curtains or shades of a customary nature and appearance in the light, neutral colors), this applies to balconies/patio. Items which are not permitted to overhang windows, doors or balcony/patio include, linens, cloths, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops or laundry of any kind, or any articles.

Units are to be maintained in such a manner that odors, from smoke, pets or other offensive smells do not affect other units. Spills and other mishaps in the common elements, including the elevator, shall be wiped up and reported immediately.

Chemical drain openers should not be used to unplug clogged drains. In the event of clogging or flooding, Residents should shut off water valves, if necessary, to stop the flow of water and should promptly contact a licensed and insured plumber. A note placed through the mail slot in the 4<sup>th</sup> floor office door, e-mail or call the office so the Association shall be made to aware of the incident.

The Fire Department recommends the use of artificial Christmas trees in all multi-Unit Buildings. If Residents should have a live Christmas tree, appropriate caution should be exercised, and the owner is responsible for the proper **disposal of the tree OFF SITE**. All live Christmas trees and other trees and plants must be transported through the building for disposal in a **LARGE PLASTIC BAG MADE FOR THE TREE** (make sure to purchase one at the time you purchase the tree).



## **HURRICANE SAFETY AND PRECAUTIONS**

As South Florida has experienced windstorm, tropical storm or hurricane in the past, it is the responsibility of the resident to insure themselves, their unit, and their personal property against potential damage that may arise from a windstorm or hurricane. Windstorm coverage is separate from your homeowner's policy. Speak to your insurance agent about what coverages you should carry.

The Condominium does not have an emergency public address notification system in place in the event of a windstorm, tropical storm or hurricane. It is the Resident's responsibility to stay informed about impending windstorms, tropical storms or hurricanes and comply with all applicable safety mandates by staying tuned to the National Weather Service's advisories. If you have health issues, now is the time to register with a "Special Needs" county shelter and speak to your doctor about obtaining necessary paperwork.

A resident who plans to be absent during the hurricane season must prepare the unit prior to his or her departure by designating a responsible firm or individual to care for his unit including securing all items on the patio, installing should a hurricane threaten the unit or should the unit suffer hurricane damage and must furnish to the Association with name(s) of such firm and/or individual and contact numbers. YOU are responsible for securing your hurricane shutters, as applicable, because Association staff or contractors will not be able to assist you. Make arrangements now for a person to assist you in this endeavor.

## **INSURANCE**

Unit owners/tenants are responsible for their own homeowners/tenant and/or liability coverage insurance to cover all interior contents, including, but not limited to, personal possessions, appliances, cabinetry, and fixtures. Unit owners/tenants are also responsible for insuring the unit's wall coverings (Paper, paint, baseboards, etc.), floor and ceiling coverings including (carpeting, flooring, crown molding, etc.). Residents should consult with their own insurance agent for the proper unit coverage. If a unit owner/tenant wishes to coordinate his/her homeowner's insurance policy with the policy covering the Association, the unit owner/tenant may contact the Board for information about the Association's insurance broker. Nothing shall be done or kept in any unit, storage bin, or in any Common/Limited Common/Element that will likely increase the rate of insurance, or result in the cancellation of insurance, on the Condominium Property or its contents.

**It is highly recommended that owner/tenant carry Home Owner's Insurance, AS THE ASSOCIATION'S INSURANCE WILL NOT PROVIDE COVERAGE.**

## **LAUNDRY ROOMS**

The laundry rooms are for the use of RESIDENTS OF THIS BUILDING ONLY. NO ONE may utilize the washers and dryers for more than **TWO (2) HOURS**. Unless there is an emergency, please refrain from using the machines before 7:00 A.M. and completing your laundry by 10:00 P.M.

## **LOADING ZONE**

The loading areas are reserved for the use of residents and delivery personnel making deliveries to the Building. Residents may load and unload vehicles in the loading area without making an appointment as long as the duration of time to load or unload does **NOT** exceed 15 minutes. Under NO circumstances may any unscheduled vehicle park or stand in the loading area on Tuesday or Friday when dumpsters are out for trash pickup.

Any vehicle found in violation of the loading area procedure will be towed at the unit owner's expense. This includes the vehicles of service/contractors/personnel.

### **LOCKS, KEYS, LOCKOUTS**

Residents should never leave their unit door open or unlocked. Residents are urged to double lock their unit doors. The Owner/Resident **MUST** leave a key for all door locks to their unit in the lock boxes in the Association office in the event of an emergency. Keys are in a lock box in the office. If a Board member is available between 9:00 A.M. and 5:00 P.M., Monday through Friday to accommodate the resident who is locked out, proof of ownership/rental via picture ID identification must be presented either before or during the lockout process, unless the Board member knows the individual. After those hours YOU are responsible for calling a locksmith to gain entry at YOUR expense. A lockout is not considered an emergency. It is not the Association's responsibility to respond to a lockout. If an emergency entrance to a unit is needed and the Owner/Resident/Emergency contact and/or a key is not available, a locksmith will be called and charged to you.

### **MAILBOXES**

Unit owners will be responsible for obtaining and maintaining their mailbox locks. Keep a spare key on hand. Tenants may obtain mailbox keys from their Lessor/Unit Owner. If a resident loses or misplaces a mailbox key, the only available recourse is total lock replacement. The Resident will incur all costs associated with such replacement and will need to contact the Post Office directly for said replacement information.

There is no service provided by the building to receive mail during vacation or leave by a Resident. Outgoing mail may be dropped in the letter slot located in the main lobby.

### **MAINTENANCE AND JANITORIAL STAFF**

Residents shall maintain their units in good condition, order and repair at their own expense. The Building's maintenance subcontracted staff is responsible for Common Elements ONLY. Maintenance and/or Janitorial workers are prohibited from performing personal favors during regular work hours. Neither the Association or Board of Directors assumes any liability resulting from any persons, working as, or otherwise considered, an independent contractor working for any Resident, during his/her off-duty hours. Any suggestions or comments concerning the attitude or work of any maintenance person or janitor should be made directly to the Board of Directors. All complaints concerning the conduct of maintenance and janitorial persons should be directed to the Board. The Board may request that the resident detail any complaint in writing.

### **MOVING IN / MOVING OUT**

A deposit of \$ 300.00 dollars is required to use the elevators for move in/move out. If there is no damage, the deposit will be returned as soon as the elevator is inspected for damage. No move in/move out on Tuesdays and Fridays that will block the dumpsters. No Sunday or Holiday, move in/move out.

### **NUISANCES NOISE**

Excessive noise restricts the owner's peaceful quiet enjoyment of their home. Televisions, radios, sound systems, woofers, and technological devices, must not be kept at such a noise level, so as NOT to disturb your neighbors. Loud parties are included in the noise rule. When guests leave your home after 10:00 P.M., please ask them to speak low when walking down the catwalks as sound travels. Hammering or noisy

remodeling is only allowed from 8:30 A.M. to 5:00 P.M. Monday through Friday, 10:00 A.M. to 1:00 P.M. on Saturday, and NO work on Sunday or Holidays. YOUR CONTRACTORS MUST ALSO ADHERE TO THE ABOVE TIMES AND HOURS.

### **Soundproofing/Flooring**

Flooring requires soundproofing material be installed on floors 2, 3, 4, and 5, so as not to disturb your neighbors below. At least 50 STC must be achieved using whatever material is necessary to comply with this requirement. You are REQUIRED to submit an Architectural Control Form prior to any addition and/or modification to your unit along with a sample of the flooring soundproofing material to show that the requirements have been met before installation of the flooring. It could be necessary that certain modifications require a City permit.

### **NOISE AND CONDUCT**

No loud or offensive noise and/or activity (including but not limited to those made by an assistance animal), noxious odor, annoyance, unlawful activity, nuisance, or disturbance may be conducted in any unit or on the Common Elements. The Board shall determine, in their sole discretion, whether certain sounds, sights, smells and/or activities – have the characteristics or qualities described in the preceding sentence. Residents shall not perform or permit any activity on the property that unreasonably disturbs or interferes with the rights and comforts of any Resident of the Building. ESA's shall not create a nuisance, annoyance and/or disturbance to other Residents by any behavior including but not limited to, continuous and repeated barking, whining, crying or other disturbance.

Residents must use their best efforts to prohibit sounds from guests, televisions, radios, stereo systems, musical instruments, clock alarms, alarms, or any other sources to be transmitted to other units or Common Elements such that the sounds unreasonably disturb or annoy any resident of the Building. Vacuum cleaners, power tools, hand tools and other items commonly used for household activity and maintenance must be used so as not to disturb Residents between the hours of 10:00 pm and 8:00 a.m., unless there is a bona fide emergency.

Resident construction is ONLY permitted Monday through Friday between the hours of 8:30 A.M. and 5:00 P.M., on Saturday 10:00 A.M. to 1:00 P.M. and NO work on Sundays or Holidays that would create noise and in a manner that will not unreasonably disturb other Residents in the opinion of the Board. Noise from construction or repair activities, etc. must not be of an unreasonable nature or for an unreasonable duration in the opinion of the Board. All Residents are required to comply with requests by the Board, to cease disturbing any complaining Resident(s). SEE ALTERATIONS, MODIFICATIONS, AND ADDITIONS TO UNIT and PERMITS for more details.

In the case of such disturbances, the Board will notify the resident of the complaint. A complaint will be documented in writing by the Board to the Resident. A Resident may, if appropriate, be given an opportunity to correct the problem. If the disturbance continues unabated thereafter, it shall be declared a nuisance and, thus, a violation of this rule and subject to enforcement procedures contained in the Declaration, provided by law.

### **OUTDOOR COOKING**

Cooking is not permitted on your balcony/patio per fire code. Smoke and smells shall not create a nuisance to other residents. There are BBQ grills available for your use at your own risk at the pool area. Please follow the instructions on the grills at the pool area and clean the grill after use.

## **PARKING**

The Association and Board shall NOT be responsible for any damages to, or theft of, automobiles, motorcycles, or their contents, nor shall they be liable for any injuries, accidents or losses resulting from use of the parking facilities. The vehicle owners are solely liable for any damage and/or injury that results from use of the parking areas. Any damages to, or theft of automobiles or motorcycles or their contents should immediately be reported to the local police. No motorcycles are permitted for more than (48) hours.

### Use of the Parking Facilities:

- (a) At the present time, it is not required to register your vehicle with the Board. However, this provision may go into effect in the future. You will be notified if vehicle registration is required in writing.
- (b) Caution must be exercised when exiting or entering the driveway. The **MAXIMUM** speed allowed in the vehicular common areas is **5 MILES PER HOUR.**
- (c) Under no circumstances may a resident wash their vehicle in the parking area. Any repair of vehicles except changing of flat tires, filling the windshield washer fluid, or "jumping a battery" is expressly prohibited.
- (d) No materials of any type may be stored outside any vehicle.
- (e) No commercial vehicle (including vans used for commercial use and vehicles displaying commercial signage), truck (as defined by the Florida Department of Highway Safety and Motor Vehicles and/or by common usage and practice not including light pick-up trucks of three-quarter (3/4) ton capacity or less, less than twenty (20) feet in length, and used for non-commercial purposes) boats, trailers, jet ski skids with or without jet ski, rented box trucks, PODS used for moving or storage, are permitted in the parking spaces or driveways at any time, including overnight, without the prior written consent of the Board of Directors and shall be for a temporary duration.
- (f) No unlicensed or inoperable motor vehicle (which shall include without limitation, any vehicle which would not pass applicable state inspection criteria), vehicles without current tags or registration, shall be kept upon any portion of the Association (except for bona fide emergencies).
- (g) Vehicles parked along the hedges on 3<sup>rd</sup> Avenue must be moved after (48) hours.

In fulfilling its obligation to enforce these rules the Board may enlist the assistance of its other agents (such as a towing contractor). Unit owners or residents who observe a violation or wish to lodge a complaint should contact the Association's board and make such complaint in writing. Any vehicle found to be parking in violation of these rules and regulations may be towed from the property at the expense of its owner and without prior warning.

Towing violations: Without limiting the generality these rules and regulations the following violations will result in immediate towing without warning.

- a. Vehicles threatening the safety of the Association residents.
- b. Vehicles blocking or improperly impeding access to any portion of the general common elements.
- c. Prohibited vehicles which shall include commercial vehicles inoperable or unlicensed vehicles.

- d. No unit owner nor any guest of a unit owner may park in the common area directly in front of another unit owner's parking space or park in such a way that either blocks another's use or ingress and egress from any parking space designated as reserved.

## **PERMITS**

Permits are required by the City of Hallandale Beach for certain projects. All electrical and plumbing repairs must be reported to the Board of Directors because any plumber or electrician doing work inside units **MUST** be licensed and insured. Proper documentation as proof, must be submitted to the Board of Directors **BEFORE any work commences** unless there is a bona fide emergency, at which time an "after the fact" permit, is required to be filed with the City per their code within 24 hours which copy of the application for permit must be immediately provided to the Board and placed through the 4<sup>th</sup> floor office door.

Work shall be done 8:30 A.M. to 5:00 P.M. Monday through Friday and 10:00 A.M. to 1:00 P.M. on Saturday. **NO** work shall be done on Sundays or Holidays, except for emergency work. Please advise your contractors to remove all construction debris **OFF SITE** and **DO NOT** leave any materials on the common areas or in the trash rooms. **Violators will be charged a removal and cleanup fee.**

Contractors may not store any materials within the Common Elements of the Building or other units and are to haul all debris and leftover materials from the Building in covered containers. **Under NO circumstances may construction materials be disposed of down the garbage chutes or left in the room in where garbage chutes are located.** The hauling charge for any bulk items left on common property in violation of this rule will be assessed to the responsible Unit Owner. Construction debris is **NOT** to be removed through the center elevator.

The Unit Owner shall be responsible for any damage to the Common Elements of the Building or other units caused by themselves and/or contractors employed by them.

**Prior to flooring being installed, the owner must inspect the existing conditions and see that the proper soundproofing material is installed.**

It is the unit owner's responsibility to ensure that adjoining units and the common utilities will not be damaged or destroyed during any alteration work. Any necessary repair expenses incurred by the Association or by other unit owners will be the sole responsibility of the unit owner undertaking the remodeling.

## **PEST CONTROL**

The Association maintains a wood termite warranty on the building. If you require treatment, you must put your request in writing and be home for the treatment. The Association is not responsible for opening your unit to be treated in your absence. Standard pest control service is now offered at the expense to the resident on the same day as the termite service. If you have any insect infestation inside your unit, you must eradicate the situation, so it does not travel to your neighbors.

## **PETS**

Pets are **NOT** permitted per the amendment to the condominium documents, with the exception of (1) household cat (per original documents), fish, and small birds as long as they do not create a nuisance to other residents. An **ESA** (emotional support animal with documentation supporting the disability and disability related need of a **Service Animal** must be registered with the Association along with a copy of the animal's veterinarian's proof of

immunizations in the event the dog or cat scratches or bites someone and registration paperwork is completed with the ESA or Service Animal's picture and physician's letter regarding the need to harbor the assistance animal. Any animal that creates a nuisance to the residents, will be reviewed by the Board of Directors, and they will act accordingly at the direction of legal counsel. The Association **HIGHLY** recommends insurance covering the animal.

## **PLUMBING**

Only licensed and insured contractors are permitted to do work in the units. Any work being done in a unit **MUST** be pre-approved by the Board.

## **POOL AND RECREATIONAL FACILITIES**

The use of the pool is completely at the risk of the user. The following rules dictate pool usage:

- (a) No lifeguard is provided. All persons that swim or otherwise use the pool do so at their own risk
- (b) The pool is open from dawn to dusk, during daylight hours only.
- (c) Appropriate swimwear is required
- (d) No glass is permitted in or around the pool area.
- (e) No pets are permitted in or around the pool area
- (f) No bicycles or riding toys, skateboards, or roller blades are permitted in the pool area
- (g) To the extent permitted by law, profanity, horseplay and harassment of swimmers is not permitted. For everyone's protection, please refrain from using the pool if you have a health condition, particularly conditions involving broken or abraded skin cuts and communicable diseases.
- (h) Smoking at the pool area must be done in the designated location so the smoke does not create a nuisance to others. Use of ash trays to dispose of butts is required.

The clubhouse is currently open during the day and evening however, these hours are subject to change at any time in the sole discretion of the Quad Board.

The Common Elements key will open the clubhouse. Classes, events, and recreational activities will be organized by the Social Committee and may be held in the clubhouse or pool.

## **RECREATION AREA**

**Pool** – the hours are from sunrise to sunset. There is no nighttime swimming.

**BBQ grill** – use of the grills is at your own risk. You are responsible for scraping and wiping down the grill and cleanup after every use.

**Bocce Ball Court** – use and playing bocce ball is done at your own risk. The courts are on the east side of the clubhouse. You can check the social calendar in the clubhouse for team play.

**Shuffleboard Courts** – Equipment must be returned to the clubhouse after use.

**Clubhouse** – Use of the clubhouse is for association meetings, social events, and playing cards. In the event of a storm (post and pre-hurricanes), the clubhouse is closed and is used as storage for pool equipment and furniture.

**Calendar of Events** – There is a calendar in the club house, under the glass cabinet, so you can see what is going on in the clubhouse. Notices will also be posted from time to time on the small black bulletin board next to the first floor laundry room indicating social events.

### **SALE OR LEASE OF A UNIT**

Unit owners may sell their unit by obtaining permission from the Board provided that it is done in compliance with the Declaration and the following Rules. The Board of Directors has FIRST RIGHT OF REFUSAL and may object to the sale, lease, or transfer of a unit for Good Cause.

A unit owner selling his/her unit must comply with the following.

- (a) Notice of any sale, gift devise or other transfer of the ownership of a unit shall be given to the Board within five (5) days following consummation of the agreement for such transfer.
- (b) Both the seller and the buyer of a unit must complete all forms customarily and reasonably required by the Association and return them to the Office along with a fully executed copy of the contract of sale prior to the time that a paid assessment letter from the Association required for closing can be issued. No Resident may move into any unit until such time as the Office has been supplied the appropriate documents and the transfer has been approved.
- (c) Prior to the closing of any sale or transfer, all assessments and charges must be paid in full through the end of the month in which closing is to take place. An estoppel shall be obtained prior to all transfers and the Association may charge for the preparation of the estoppel up to the limits set forth in the Condominium Act. Special Assessments will be accelerated and due at time of closing. If a balance is owed a delinquency charge of \$179 will be added. **(This amount will change as it is amended from time to time, per Florida Statute 718.116)**. A certified check or money order covering all monies due the Association shall be made at time of closing. Upon request of the unit owner or prospective purchaser for copies of necessary documentation including without limitation, the Declaration and amendments thereto, such documents shall be made available to the requesting party upon payment of the fee for copying. A fee shall be charged to the unit owner for Association documents.
- (d) In the event a Unit Owner fails to cooperate with the Board in providing the information requested, all costs and expenses of the Board incurred in obtaining the requested information, including attorney's fees, shall be charged to the account of the unit owner.
- (e) The Board may own, convey, encumber, lease and sell any units that are purchased by the Association or obtained through foreclosure or similar proceedings.

A Unit Owner leasing his/her unit must comply with the following:

- (a) Each unit owner shall provide his/her lessee(s) a copy of the Declaration and of these Rules & Regulations.
- (b) Lessees may not move into any unit until such time, the Board of Directors has been supplied a copy of the lease and approval of the tenant is given.

- (c) A lease may not be entered into by a prior lessee of this Association who has been either evicted or subject to eviction proceedings.
- (d) In making any lease, the unit owner is not relieved of any obligations under Declaration or Rules.
- (e) Before an owner rents out their unit, they are **REQUIRED** to notify the Board of Directors in writing. The condominium documents require that the owner supply certain written information on the rental applicant(s), a copy of the lease is required yearly. Unit owners shall submit lease renewals at least 30 days before the renewal term and approval of the Board of Directors obtained. Application process is online.
- (f) If an Owner is behind in Maintenance or Assessments, the Association may demand the rent from the tenant to satisfy the delinquent balance, as per Florida Statute 718.116(11).

## **SAFETY**

Residential safety is an ongoing responsibility of all Residents. Residents **MUST NOT** allow unauthorized non-Residents access to the Building and the Common Elements of the Condominium Property. Do **NOT** allow persons behind you to “piggy back” into the building through any entrances. Any unauthorized non-Resident attempting to gain access into the Building should be reported immediately to the police if they do not stay outside and wait for the resident to allow them entry. Residents should always lock their unit door. If Residents notice that any doors to the Common Elements do not close or lock properly, such conditions must be reported promptly to the Board.

## **SATELLITE DISH**

Personal satellite dishes cannot be attached to the building or mounted on the roof. If you want a personal satellite dish they must be portable free-standing dishes that can be secured from going airborne and maintained by you on your balcony. Personal satellite dishes must be removed and housed inside your unit once a Hurricane “Warning” or strong wind advisory has been issued by the National Weather Service. Wiring equipment and maintenance is the owner’s responsibility.

## **SMOKE DETECTORS**

Please make sure your smoke detector(s) are working properly. Please be aware that the life span for smoke detectors is eight (8) to ten (10) years. You should have smoke detectors in your unit that have a 10 year sealed battery.

## **STORAGE BINS**

Each unit was assigned a storage bin at time of closing, if available. You can only occupy one (1) storage bin. All hardware on the storage bin is the owner’s responsibility to maintain. It is suggested that a tamper proof hasp and padlock be installed even if you are not using it. A Unit Number is displayed on your bin. You are not permitted to re-assign yourself to another bin in the building by re-numbering the bin. Unregistered use of a storage locker will result in the removal and disposal of the contents of the unregistered storage locker. The Association, Board, assume no liability or responsibility for items stored in any ground locker. No hazardous perishable or flammable objects are to be stored in the lockers. Any article deemed hazardous by the Board in the storage locker shall be removed immediately upon the request of the Board. The Association is not liable or responsible for any items in the storage locker rooms or in and around the storage lockers. Articles found



outside the storage lockers pose safety hazards and will be discarded without notice and without recourse to the Resident.

## **SUGGESTIONS AND COMPLAINTS**

If you wish to make, a suggestion or complaint you can place it through the 4<sup>th</sup> floor Association Office door mail slot or mail it to the Association. A request for a maintenance related repair must be in writing with the details, name, unit number, print the name of the owner and sign it. We suggest you follow it up by leaving a message on the office's answer machine phone: 954-457-7644 or email.

## **TRASH DISPOSAL**

There are two trash rooms, one on the South end of the building facing the street and one on the North end of the building facing the street. The control to open the trash room door is located on the inside of the gate on the wall. You must push it before you exit the gate. Please remember to push it again when you exit the trash room or enter the gate into the building. Only household trash is permitted in the dumpsters.

**CONSTRUCTION DEBRIS, OLD APPLIANCES AND FURNITURE IS NOT PERMITTED IN THE TRASH ROOM.** Call a junk removal company to assist you for removal of these items. Advise your contractors that **THEY MUST REMOVE** construction debris off the property in your contract to do any work for you. **DO NOT PLACE BOXES, STYROFOAM COOLERS, OR ANY ITEM EXCEPT SECURELY FASTENED TRASH BAGS, THE SIZE OF A (PUBLIX OR WINN-DIXIE) PLASTIC GROCERY BAG DOWN THE CHUTE. NO TALL KITCHEN BAGS. ALL GARBAGE MUST BE BAGGED ESPECIALLY GLASS.** PLEASE bring large securely fastened trash bags to the first floor and dispose in the dumpsters. Keeping the smells under control and the cleanliness of the trash chutes starts with your cooperation. If you notice the trash bin is jammed, take your garbage to the dumpsters in the trash room. Under NO circumstances may a resident leave garbage outside of their unit for any length of time. Any furniture, refuse or other items should not be left in the hallways or stairwells.

Any explosive, flammable, or lighted items (e.g., matches, lit cigarettes, aerosol cans) require special handling and should NOT be put into the chute or trash room. If flammable or explosive material require disposal, the unit owner MUST take the necessary steps to comply with all laws for the disposal of any flammable, explosive, toxic or environmentally unsafe materials. There is a hazardous waste drop off for Hallandale Beach which you can view on the Hallandale Beach City's website.

## **UNIT ALTERNATIONS**

**SEE ALTERATIONS, MODIFICATIONS, AND ADDITIONS TO UNIT AND PERMITS**

## **UNIT ACCESS**

The condominium documents PERMIT IRREVOCABLE ACCESS to your unit in the event of an emergency (i.e. floods in your unit, floods from adjacent units, after storms if possible damages have occurred, fire, etc.) If there is a maintenance related item, you will receive a phone call to enter the unit during reasonable hours, stating why access is required, before entry is made, except in the case of an emergency. **A KEY FOR THE UNIT MUST BE LEFT WITH THE ASSOCIATION OFFICE. IT WILL BE LOCKED AWAY IN A LOCK BOX.**

**WASHING VEHICLES**

Vehicles can be washed down using buckets only. No hosing down vehicle unless there is an unforeseen incident (i.e. contractor's accidentally get debris on vehicle, paint accidentally landed on vehicle due to overspray, etc.)

**WATER BEDS AND WATER FURNITURE**

Residents may NOT have any water-filled beds or other water-filled furnishings in the unit. Water-filled furniture includes any bed, mattress, sofa, chair or other item of furniture that contains as part of its elements any substance in a liquid state. Water-filled furniture has the potential for extensive damage to the resident's unit and other units from leaks, breakage and/or weight overloads.

**SUMMARY**

Every Owner and Occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, Notices that are posted regarding Rules & Regulations, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or Occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, for failure of an Owner, or such Owner’s family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the procedures set forth in the Declaration are adhered to, will be pursued.

The Board of Directors has attempted to cover every possible subject matter to contribute to the updating of old, out of date, Rules & Regulations, being published as New Rules & Regulations, staying within the parameters of the Condominium Documents and Florida Laws. The aforementioned, may not cover all issues that could present themselves to the Association, so this set of Rules & Regulations permits the amending of them, from time to time, as needed.

Notices posted, approved by the Board, should be treated in the same manner as if the content appeared within these Rules & Regulations. We hope that with clarification of prior Rules & Regulations, the community will understand and respect their neighbors living, in close proximity to each other. Thanking you in advance for everyone’s cooperation.

These Rules and Regulation can be amended from time to time, given statutory notice to the membership, per Florida Law.

Architectural Control Form is available at the office.

I have read and understand the aforementioned rules and regulations and agree to abide by them. I also agree to leave a copy in my unit for my guests to read and be advised of the Rules and Regulations.

X\_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Print Name:\_\_\_\_\_

X\_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Print Name:\_\_\_\_\_ Unit #\_\_\_\_\_

APPROVED – MAY 30, 2023