

Rules and Regulations • Palm Aire Country Club Condominium Association No. 4

Revision April, 2017 by the Board of Directors:

Please note that "17. Guest Policy", "23. Use and Occupancy", "28. Sales and Rental" have been modified and "41. Mold, Mildew and Similar Toxic Growth" added.

Revision February 2019 by the Board of Directors:

Please note that "26. Recreation Rules" and "39. Smoking is prohibited in all common areas of condominium" have been modified

Revision March 2020 by the Board of Directors:

Please note that "26. A. Gazebo Reservations" has been added; "15. Food, Beverages and Cooking" has been modified

Revision March 2022 by the Board of Directors:

Please note that "42. Orchid Rule" has been added.

Revision May 2023 by the Board of Directors:

Please note that "43. Inspection of Association Records Policy" has been added.

Revision May 2023 by the Board of Directors:

Please note that "44. Unit Owner Inquiries Policy" has been added.

Revision May 2023 by the Board of Directors:

Please note that "45. Procedure For Making a Request For Accommodation" has been added.

Revision June 2023 by the Board of Directors:

Please note that "28. Sales and Rentals" processing fee increase and credit score requirement added.

Revision January 2024 by the Board of Directors:

Please note that "46. Security Camera Policy" has been added.

Revision August 2024 by the Board of Directors:

Please note that "3. Vehicles" has been modified to add definition of Commercial Vehicles.

Revision July 2025 by the Board of Directors:

Please note that "3. Vehicles" and "26. Recreation Rules" modified.

INTRODUCTION

Palm Aire Country Club Condominium Association No. 4, Inc., generally known as Condominium Association #4 or PACC4, is not a resort condominium; it is a privately owned group of ten (10) condominiums consisting of fourteen (14) apartment buildings, all operating under the umbrella management of Condominium Association #4. Each condominium has its bookkeeping kept separately.

Operations are conducted strictly in accordance with laws established by Florida Statutes (Chapter 718S:etc.) and according to the original Declaration of Condominium, which includes the Submission Statement, Articles of Incorporation, and By-Laws. You received copies of all the documents when you purchased your condominium parcel. Over the years, amendments have been made, which are recorded in the County Court House at Fort Lauderdale, Florida.

Accordingly, this book of rules, regulations and general information based on experience gained over the years, has been developed to aid you, your neighbors, and the entire Palm Aire community through your Board of Directors, in maintaining our basic objectives of gracious living and preserving the values of our respective property.

Remember that although you have purchased your living unit, you now also share with many others ownership of all the condominium properties known as "common areas" which consist of buildings, grounds, elevators, parking areas, recreation facilities and the landscaped grounds which surround and are part of the condominiums comprising Condominium Association #4.

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

RULES AND REGULATIONS

1. Alterations and Structural Changes:

No alterations or structural changes can be made outside of the condominium unit without prior written consent of the Board of Directors. Included are the common elements, limited common elements and/or any outside portion of the building(s). Any alteration to the balcony will only be considered with the metal screen frame intact.

2. Assessments:

Monthly regular assessment payments are due and payable on the 1st day of the month. **Payments made after the 11th of the month will incur a late charge of \$25.** If payment is not received by the end of the month, the account will be turned over to the association attorney for collection and both interest and legal fees will be added. Sixty days after due date, lien proceedings will be instituted against the unit owner and foreclosure may follow, as provided in the condominium documents. "Legal expenses" are costly and the Board of Directors cannot waive payment. To do so, it would be paying the attorneys out of funds belonging to all other unit owners.

3. Vehicles:

Each unit is assigned one parking space. Unit owner's vehicle must have an approved PACC4 Parking Decal displayed and park in your assigned parking space. If there are two vehicles registered to a unit, the second vehicle must have an approved PACC4 Parking Decal displayed and park in a guest parking space. If there are three vehicles registered to a unit, the third vehicle must have an approved PACC4 Parking Decal displayed and may be charged an additional rate, to be determined, and park in a guest parking space. A fourth or more vehicles will not receive a parking decal and cannot park in Association parking lots.

The owner of a motorcycle or motor scooter must park it in front of the bumper of the vehicle between the bumper and the car. Both vehicles are to be contained within the same parking space. (4.23.14)

Vehicles must not be **"backed in"**. **Guests should be instructed to park in "Guest" spaces provided.** Passenger vehicles can be parked in condominium areas. Repairs to vehicles for other than emergency purposes are prohibited. No gas driven vehicles can be stored inside the building. Commercial vehicles cannot be parked or stored on the premises, nor in areas designated with a "No Parking" sign, nor in front of the building. Commercial vehicles are defined as any vehicle with a commercial business name painted on the vehicle, a panel truck with no back seats and no windows except in the front seats. (8.19.24). Washing your car will be permitted for unit owners only in two designated parking spaces, except garden apartments, short term parking spaces must be adhered to. Any vehicle with expired tags, uninsured, inoperable condition or parked illegally, will be towed from Association property at the owner's expense. Association #4 is not responsible for unredeemed towed vehicles left over 30 days. An approved PACC4 Parking Decal must be displayed on each unit owners' vehicle. Visitors parking overnight between the hours of 1:00 a.m. and 6:00 a.m., must display a Visitor Parking Permit. Visitor Parking Permits may be obtained from the Campbell Property Management office or from each building's representative. In the event a guest arrives late, contact security for a parking exemption for the night and secure a Visitor Parking Permit the next day for the remainder of their stay.

The following are a few examples of Improper Parking Violations and will be subject to #1 Offense of Written Violation, #2 Offense of Booting, and #3 Offense of Towing Vehicle, in that order, and at owner's expense if a vehicle exceeds 30+Minutes starting with the first offense:

1. Parking in an Owner or Resident assigned space. Guests must park in a guest space.
2. Parking on the grass.

The following Improper Parking Violations will be subject to IMMEDIATE TOW if a vehicle exceeds 30+Minutes:

1. Parking in a Loading/Unloading Zone.
2. Parking in the building entranceway or under the building entranceway awning and leaving vehicle unattended.
3. Parking in a manner which blocks another vehicle.

Moving trucks may receive an exemption to the 30+Minute rule should a resident be actively moving in or out.

Contractors that are authorized to work on the premises, must park in a designated guest parking space. Contractors are not permitted to park in Loading Zone or in front of any building.

4. Bicycles, Roller Skates, Ball Playing:

Storage of bicycles must be made in areas designated by your Building Representative. They cannot be stored in stairwells which, by City Fire Ordinance, are required to be kept clear at all times. Bicycling (except for egress and ingress from building to street), roller skating, rollerblading, skate boarding, scooter riding, ball and frisbee playing are prohibited in parking area, pool area, catwalks and lobbies.

5. Board of Director's Meetings:

Notice of all Board of Directors' Meetings are posted 48 hours in advance. Unit owners are invited to attend.

6. Catwalks:

City Fire Ordinance mandates that catwalks must be kept clear. No furniture, chairs, carriages, bicycles, plants or any other articles are permitted to be stored on the catwalks. No items shall be shaken, hung or thrown over the catwalk railings at any time for any reason.

7. Use of Common Area:

Loitering or playing on catwalks, in stairwells, laundry rooms, stairways, elevators, or lobbies, or in parking lots is prohibited.

8. Common Elements and Limited Common Elements:

The Condominium Documents define "Common Elements" to mean the portion of the condominium property not included in the units. "Limited Common Elements" means and includes those common elements which are required for the use of a certain unit, or units, to the exclusion of all other units, as specified in the Declaration of Condominium (i.e. patios, individual storage bins, individual parking spaces, screens and windows). Decorative shutters, awnings or other projections are not permitted on the outside of a unit owner's walls or doors, except for hurricane protection as approved by The Board of Directors.

9. Complaints:

Complaints of any kind regarding use of recreational facilities, pools, **services of contractors or their employees**, which include housekeeping, landscaping or security should be made promptly by telephoning or emailing the Condominium Management Office. If no corrective action has been taken, a written notice should be given to the Board of Directors. Complaints regarding violations of Rules and Regulations will be treated in the same manner.

10. Electrical/Plumbing Equipment:

Electrical, plumbing and air conditioning equipment, of any kind installed or used for the exclusive use of a unit, must comply with all requirements and regulations of public authorities. Check with your contractors before installation to **determine if permits and licenses are required by the City of Pompano Beach and, if so, obtain same from said contractor.**

11. Employees of Management Firm or Service Contractors:

No unit owner shall direct, supervise or, in any manner attempt to assert control over these employees. Also, they are not permitted to employ them during the employee's regular working hours.

12. Exterminator for Pest Control:

Your monthly assessment includes the services of a bonded exterminator. **Each unit is required to deposit keys with the Maintenance Office.** Check with the Management Office for the date and time of service for your unit. All units must be exterminated regularly to avoid infestation.

13. Fines:

Violations of the Rules and Regulations may result in the imposition of fines, as provided in the Declaration of Condominium, Amendments, By-Laws, as well as Florida Statute 718S. Violators are entitled to reasonable notice and opportunity for a hearing before a committee of other unit owners. Each unit owner, each lessee and/or invitee shall be governed by and comply with the Rules and Regulations.

14. Floors:

Units may be floored with Tile, Hardwood, or Pergo Type materials provided the flooring is installed and soundproofed (1/2" cork or its equivalent) as required by The Board of Directors and the City of Pompano Beach.

15. Food, Beverages and Cooking:

Food or beverages shall not be consumed in any of the common elements **except in the gazebo area.** Cooking on terraces, patios or common elements is not permitted. Unit owners wishing to use the gazebo area must register with a committee member whose phone number is posted at the gazebo. A gazebo rental deposit is required for parties over 10 people to insure proper clean-up by the user. See **26. A. Gazebo Reservations** rules.

16. Garbage and Refuse:

Raw garbage, except meat bones, must be disposed of in your sink "**disposal unit**". **All other refuse or trash must be placed in plastic bags, securely tied, and deposited in the refuse chute or in the ground floor containers.** All large cartons are to be broken down flat and brought to the first floor dumpster. Newspapers and other approved recyclables are to be placed in the recycle receptacles. Old furniture and appliances must be removed at the unit owner's expense. It is strictly prohibited to

deposit furniture or appliances in the dumpsters or in the dumpster rooms. **Violators will be fined.**

17. Guest Policy:

A guest is anyone occupying a unit overnight other than the unit owner as described in #23 USE AND OCCUPANCY, approved lessee and their children. When the unit owner or lessee IS NOT IN RESIDENCE in the unit, THERE SHALL NOT BE GUESTS IN OCCUPANCY.

All guests must abide by all Condominium Rules and Regulations. Unit owners must advise their guests that their stay can be terminated if any of the rules and regulations is violated. The unit owner shall be liable to the Association for any damages, costs and legal fees that may be incurred because of any violations.

Residents (while in residence) may have as many guests visiting their unit, as many times per year as they desire, provided that the maximum occupancy level set forth in #23 USE AND OCCUPANCY is not exceeded and further provided that an individual guest occupancy does not continue for a period of time more than 21 days within a 90 day period.

An authorized Family Guest (defined as a parent, grandparent, child, brother or sister) is permitted to occupy the owner's unit without the unit owner in residence. Those persons must be registered in the Management Company's Office and identification will be required to obtain a parking pass. The Authorized Family Guest will be issued a Guest Pass from the Management Company for a maximum of 21 days.

Any guest staying longer than 21 days will be considered a Permitted Resident candidate and must be screened and interviewed.

18. Hurricane Protection:

Each unit owner who plans to be absent from his unit during hurricane season should prepare his unit prior to departure by removing all furniture, plants and other objects from their terrace, balcony, porch, patio and entry-way. **Also, designate someone who will physically inspect and care for your unit during your absence. Please let your building representative know who that person is.**

19. Insurance:

While the Association carries insurance on the buildings and all common elements, it is the unit owner's responsibility to carry Homeowner's and/or tenant's insurance on their individual unit.

20. Keys:

A duplicate set of keys for your unit **MUST** be deposited at the management office to be used in the event of an emergency or for use by the exterminator while you are away. Failure to comply can result in your being financially responsible for any costs incurred in gaining entrance as the result of an emergency.

21. Lobby and Elevators:

In case of fire, **DO NOT USE ELEVATORS...USE THE STAIRS.** No one may use lobby or elevators unless properly attired. Cover-up clothing must be worn over bathing suits. Footwear must be worn.

22. Noise:

Consideration for the rights of other residents dictates that noise must be kept to a minimum at all times, especially before 9:00 a.m. and after 11:00 p.m. Without permission from the Association, no contractor or worker employed by the unit owner shall be permitted to do any work in any unit (except for emergency repairs) between the hours of 6:00 p.m. and 9:00 a.m., Monday through Saturday. **No work is permitted on Sundays or any legal holiday.**

23. Use and Occupancy:

For the purpose of this rule, the term Unit Owner shall include:

- a. The person/persons officially recorded as the unit owner with Broward County Records and our Management Company.
- b. The spouse or registered domestic partner of recorded unit owner.
- c. Children who live with parents full time.

A family is a unit owner as described above or approved lessee and their children who live with them permanently. No more than one family shall own or occupy a unit at any given time.

The condominium units are limited for use as single-family residences. Approval for sale/lease shall only be given in those instances where record title to a unit is held in the name of those individuals who qualify as a family as defined above. In no event shall a company, corporation, partnership or entity other than a natural person be given approval for ownership.

In order to restrain the use and occupancy of the units to single family residences, when an owner owns more than one unit at a time

within those condominiums operated by Association 4, only one of the units may be occupied by the owner during the time that the unit owner owns more than one unit.

The total number of owners and guests occupying a unit at any one time shall be limited to two persons per bedroom.

24. Pets:

Indoor domestic cats limited to two (2) per unit and any animal protected under The Fair Housing Amendment. Guests are not permitted to bring pets on these premises. No pet of any kind will be allowed in the pool or gazebo areas.

25. Pool Rules:

- a. **No pets**, food, beverages or glass containers are allowed at the pool side.
- b. People using lotions or oils must shower before entering pool.
- c. Children under the age of ten must be accompanied in the pool by a responsible adult.
- d. Deposit cigarettes, ashes and waste materials in sand urns or trash containers.
- e. No roller skates, bicycles, skate boards, ball playing or frisbees are allowed in the pool area or gazebo.
- f. Swim at your own risk! No lifeguard is on duty. No diving or jumping into the pool is allowed. Use the stairs or ladder to enter or leave the pool.
- g. Games and toys are NOT ALLOWED in the pool areas or on decks around the pools.
- h. Rafts, noodles and other floating devices are permitted provided the users yield to swimmers.
- i. Waterproof "swimmers" are to be worn by all persons, as needed.

26. Recreation Rules:

Recreation areas No. 9, 10 and 11 are for the use of residents in Palm Aire Condominium Association #4. Barbecues are available at the Recreation areas and propane provided by the Association. Barbecuing is not permitted in any other area.

A. Gazebo Reservations:

- 1) Gazebos are open to all Palm Aire Condominium Association #4 residents from 6:00 a.m. to 10 p.m. except in the event of an approved social function described below.
- 2) Gazebos and equipment therein may be reserved for a social function by submitting a Recreation Reservation application to Campbell Management. The Palm Aire #4 Reservation Application form with copy of resident's legal photo ID shall be submitted to Management no less than three days prior to the date of the function. Recreation areas may be reserved by Palm Aire #4 residents only, no third-party. The Palm Aire #4 resident-applicant is responsible for the group's observance of all Rules and Regulations of the Association, including those posted poolside.
- 3) An application to reserve a gazebo is required for groups of 10 or more to a maximum is 35 people.
- 4) At the time of application, a deposit check payable to PACC4 shall be submitted to management. The deposit check is for any damage/clean-up and will be returned only if no damage has occurred to gazebo and recreational area and no additional clean-up is needed. If excessive damage occurs or clean-up is necessary, the resident may be charged in addition to the forfeited deposit and reservation privileges suspended as determined by the board of directors.
- 5) The Board of Directors Rules and Regulations shall control the use of the equipment at the gazebos.
- 6) Reserving the gazebo does not grant exclusive use of grills, restrooms or locker rooms during reservation, and access of these areas must be permitted to all residents.
- 7) Decorations are not permitted to be taped or stapled to any wall, furniture or fixture under the Gazebo.
- 8) Music is allowed in the gazebo area and should be kept to a volume that is only heard in the gazebo area.
- 9) Please ensure your guests are aware of all rules, specifically A) Smoking in designated smoking areas only; B) No glass on the pool deck; C) Guests parking in guest spaces only; D) All poolside rules must be followed.

27. Records, Inspection and Copying (See Rule 43. Inspection of Association Records Policy and Rule 44. Unit Owner Inquiries Policy):

A unit owner may request, for inspection and copying, all official records as designated by the laws of the State of Florida. The Association requires five days after the receipt of written request, designating specific records. They will be available for inspection at the Management Office during working hours. Copies may be obtained by payment, in advance, at the cost of 25 cents per page.

28. Sales and Rentals:

The Management Company oversees all Sales and Rentals for the Association with regard to screenings and interviews.

Unit owners and realtors are not permitted to put key lockboxes on any unit door or on any location within Association common areas, including railings, light poles, etc. Unit owners with an approved medical box for a medical condition are exempt.

No offer to purchase a unit shall be made or accepted unless the offer is accompanied by a cash down payment of not less than the amount of deposit required by the unit's building (typically 20% cash down; some buildings have a 10% requirement). Within 30 days of closing, it is required that the Association be supplied with a copy of the closing distribution statement.

Prior to any sale or rental of a unit, the unit owner must file an application with the Association, available at the Management Company's office, indicating his Intention to Sell or Rent. Any buyer or lessee must submit an Application to Purchase or Lease. All questions must be answered completely, the form notarized and returned to the Management Company's office with a \$150.00 processing fee. Association requires minimum credit score of 700 for all applicants.

Any application for sale or lease of a unit can be denied if the Association has incurred expenses in attempting to require the selling unit owner to comply with the Condominium Documents and the unit owner has not fully compensated the Association for those expenses.

A) TRANSFER (CHANGE) OF OWNERSHIP

Upon receipt of the Notice of Intention to sell a unit, a representative of the Association shall be allowed to inspect the unit.

The Application to Purchase shall be submitted to a professional investigative organization. If the results of the investigation are satisfactory, the Interview Committee, consisting of a Board member and a building representative, shall interview the buyers prior to receiving the Board's Certificate of Approval.

The Interview Committee requires a 15-day advance notification for a screening.

OCCUPANCY PRIOR TO APPROVAL BY THE BOARD IS ABSOLUTELY PROHIBITED AND WILL SUBJECT THE OCCUPANT TO LEGAL ACTION.

It is the owner's responsibility to see that these rules are followed otherwise the Certificate of Approval will be withheld.

NEW PURCHASERS MAY NOT RENT THEIR UNIT DURING THE FIRST YEAR OF OWNERSHIP.

No unit owner, within the first year of ownership of the unit, shall be permitted to lease the unit except to family members, defined as: 1) grandparents, 2) parents, 3) children, 4) grandchildren, 5) sister or 6) brother. The burden of proof of the relationship is the unit owner's. A Letter of Agreement is required whether the family member actually pays rent or not. Applicable rules listed under Rentals apply to the family members. In the event that a child buys the unit for the permanent lease by child's parents, both the purchaser AND the permanent lessee must appear at the same interview.

B) RENTALS

Upon receipt of Notice to Rent a unit, a representative of the Board of Directors shall be allowed to inspect the unit.

No unit may be leased more than one time in a 365 day period. The term of the lease may not be for less than 3 months. A seasonal rental may take place for up to six months. The next seasonal rental must start NO EARLIER than 6 months after the previous lease has expired. A unit may be leased for one full year and may be renewed at the end of the year after re-applying to the Board of Directors for approval. The renewal notification must be submitted within 45 days of lease expiration. After approval by the Board of Directors, a parking decal will be issued for the approved occupants.

The Application to Lease must include the names of ALL persons expecting to reside in the unit. The same information is required as that of the lessee for all occupants over 18 years of age. Only the Lessee listed on the Application to Rent shall be issued a permanent parking decal.

The unit owner shall be responsible for all costs involving the removal of an unapproved occupant, including but not limited to attorney fees and court costs incurred by the Association.

The completed Application to Rent shall be submitted to a professional investigative organization. If the results of the application are satisfactory, the Interview Committee, consisting of a Board member and a building representative shall then interview the prospective lessee. Such interview must be held before a Certificate of Approval will be issued.

The Interview Committee requires a 15-day advance notification, for a screening interview.

A refundable deposit equivalent to one month's rent must be submitted to the Association. This deposit is to cover any possible damage that may be caused by the lessee or his guests to common property of the condominium. Upon written request by the lessee to the Association, this deposit will be returned at the termination of the lease if no damages are reported.

IN THE EVENT THAT A UNIT OWNER BECOMES 90 DAYS DELINQUENT IN HIS/HER ASSOCIATION MONTHLY MAINTENANCE PAYMENTS, OR ANY ASSESSMENTS, THE LESSEE SHALL BE REQUIRED TO PAY HIS/HER RENT DIRECTLY TO THE ASSOCIATION UNTIL ALL OUTSTANDING MONIES ARE CURRENT.

SUB-LEASING IS PROHIBITED. The unit owner shall be responsible for all costs involving the removal of an unauthorized occupant.

The lessee and all persons occupying a rented unit are required to abide by the Association's Rules and Regulations. Compliance with the Rules and Regulations by a lessee, occupants, or their guests, is the unit owner's responsibility to enforce.

When a unit is leased, the unit owner gives up all rights to the use of recreational facilities within Palm Aire Association #4 during the term of the lease.

When an apartment unit is rented, Broward County requires that the unit owner or his representative collect a Tourist Development Tax. The tax registration form will be included with all other documents that the Management office prepares for the unit owner before the unit may be rented.

29. Roofs:

Only authorized personnel are permitted on the roof of any building. The unit owner will be responsible for all damages caused by contractors or their employees, and for any damage to the roof or any other unit owner's property.

30. Security:

This Association provides security guard service. Please call ahead to be escorted. Security hours are between 8:00 PM and 4:00AM daily. (Start time is earlier as the days become shorter). By flashing your high beams, the security guard will escort you to your building and wait until you are safely inside the lobby. Security north # (954) 446-3701, Security south is (954) 446-3579. Anytime you see or hear a disturbance, call the guard or 911 for assistance.

31. Signs and Advertising:

No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of a condominium unit. Vehicles that have lettering or signage thereon are prohibited from parking on Association property between the hours of 6:00 PM and 9:00 AM. Violators will be towed at the vehicles owner's expense.

32. Storage Bins:

Each unit of buildings 38, 39, 40, 41, 42, 49, 50, and 51 has an individually assigned storage bin. The Condominium Association is not responsible for any loss. Nothing can be stored outside the storage bin.

33. Alarms:

All alarm systems or devices must be equipped with a ten minute cutoff and must be checked every six months.

34. Washing Machines and Dryers:

No washing machines or dryers are permitted in units (except garden apartments). All items must be removed from the machines promptly. Lint screens must be cleaned before vacating the laundry room. Only liquid detergents may be used.

35. Miscellaneous:

- a. Practicing golf, playing football, baseball, or other similar activities on condominium property is prohibited.
- b. A complete listing of telephone numbers to call for various services is available at the Management Office.
- c. Service on washers and dryers, located in the laundry rooms, must be reported to the Maintenance Office or directly to the supplier.
- d. Service contracts and purchases of furniture, carpeting, tiling, air conditioning, various appliances, are subject to the following:
 - Discarded, replaced or excessive and leftover material must be removed from the condominium premises immediately. It is the responsibility of the unit owner to see that this is done promptly. Such items must not be deposited in condominium dumpsters or containers which are provided for normal household use.
 - All damages caused by those supplying services to the unit owners are the responsibility of the unit owners.
 - Delivery or repair persons are to be restricted to parking in GUEST PARKING only.

36. Suggestions:

The following suggestions are for all unit owners, but of utmost importance to unit owners in the high rise apartments:

- a. When leaving your apartment for any extended period of time, it is imperative to shut off the main water valve in your apartment. This is to avoid flooding in your apartment and to adjoining apartments. If the shut-off valve malfunctions, the

- valve must be replaced.
- b. Shopping carts and luggage racks are to be returned immediately after use to the designated area. These carts are to be used by residents only.

37. Move In / Move Out:

Call the Building Representative at least 24 hours in advance if you are planning to move or planning to receive furniture or large objects (cartons, etc.) so that the pads can be installed.

38. Work In Apartments:

The unit owner is responsible for any damage caused by delivery people, whether it is to the elevators, walls, ceilings, floors or the building itself.

39. Smoking is prohibited in all common areas of condominium:

Smoking is Prohibited in All Common Areas of Association #4 which includes laundry rooms, lobbies, elevators, storage rooms, the front of the building and Rec Areas #9, 10, and 11, other than designated smoking areas. No smoking of cigarettes, cigars, vaping and other smoking materials other than in designated smoking areas.

40. Contractor Rules

While the Board of Directors recognizes the desire of an owner to make their unit conform to their own personal requirements, the Association must balance their desire with the rights of all owners. The following rules are intended to protect the safety and comfort of all residents and to preserve and protect the common elements of the building.

The Board of Directors has established the following guidelines regarding work being done to individual unit and common areas.

- a. All work and renovation plans must be submitted to the Property Manager's office for approval on behalf of the Board of Directors, as required by Palm Aire Condominium Association 4, and:
 1. Provide proof of insurance coverage
 2. Trade licenses from the State of Florida, Broward County, City of Pompano Beach.
 3. The necessary City of Pompano Beach permits for the work being done.
 4. \$500 construction deposit from the homeowner payable to Palm Aire CC Condo Association #4.

Property Manager's office will email notification to the Building Rep of the approved work.

- b. The removal of all construction debris from the building is the responsibility of the contractor. Construction debris may not be dumped in the building dumpsters or down the trash chute. When necessary, construction dumpsters should be provided by the contractor. The space for dumpsters within the property area is limited. The Building Rep or Property Manager will assign space to accommodate such dumpsters.
- c. The cleaning of the common areas due to construction work inside a unit is the responsibility of each unit owner/contractor.
- d. Work hours are from 8:00 AM to 6:00 PM Monday through Friday; 9:00 AM to 5 PM Saturday. **NO WORK IS PERMITTED ON SUNDAY OR LEGAL HOLIDAYS.**
- e. Contractors must ensure that no damage is done to the lobby or catwalk areas. They may only use the elevator that is padded.
- f. Contractors may unload supplies or equipment near the lobby area, but they must then move their vehicles to designated guest parking spots when they are not unloading.
- g. Palm Aire # 4 is a NO SMOKING community and, workers may only smoke in parking lots, roads or within units. Never discard cigarettes on the property or in landscaping.
- h. No construction debris or materials are to be left in common areas.
- i. All tools and materials must remain in the unit and not stored in any of the common areas.
- j. The front doors to the units must remain closed during all work in the unit so as not to disturb other unit owners.
- k. The contractor must protect building finishes. Any damage to the property will be charged to the unit owner. A second offense will lead to immediate removal of the contractor from the premises. The unit owner is responsible for all actions of the contractor and his employees.
- l. Loud music, profane or improper language, is not allowed at any time.
- m. No alcoholic beverages are permitted on the property at any time, except at the unit owners/lessees home.
- n. At no time may the contractors use any of the building's equipment, vacuums, shopping carts, luggage carts, etc.
- o. Contractor's vehicles should display trade license numbers.
- p. Owners of units where construction is being done must provide a telephone number or designate a person who may be contacted if problems should arise.
- q. A certificate of Board of Directors approval to do work shall be posted such that it is visible from the outside while any construction is taking place.

41. Mold, Mildew and Similar Toxic Growth (approved September 11, 2013)

In the event anything in the Rules and Regulations conflicts with this Rule, this Rule controls. Although compliance with the terms and conditions of this Rule is mandatory, this Rule is intended only to set minimum standards of conduct to prevent the proliferation

of mold, mildew, microbial, bacterial, fungal and similar toxic growth (hereinafter collectively referred to as "mold"). Additional preventive measures must be taken by the unit owner on a case by case basis. Compliance with the minimum standards contained herein does not relieve the unit owner of any additional requirements not contained herein, which would, if not implemented, lead to or result in harm to the unit, other units, common elements, or limited common elements.

Mold occurs naturally in all indoor environments. Mold can also enter a condominium through open doorways, windows, or a variety of other sources. The unit owner acknowledges that the Condominium is located in a hot, humid Florida climate, which is conducive to the growth of mold. Mold may be present during or after construction in the indoor air and/or on the interior surfaces of the unit, including, but not limited to, wall cavities, windows, and/or on the exterior surfaces of the unit, or any part thereof.

Unit owners are required to always maintain the interior of their unit in a manner that would prevent the development of mold. In the event that mold growth occurs in the unit, the unit owner must take immediate action to remove the mold and sterilize the unit, and the owner and/or occupant must also immediately notify the Association in accordance with the notice provisions contained herein.

Every owner, including an owner who does not reside in the unit, has the affirmative duty to take reasonable precautions to prevent the unit from becoming a source of mold and other hazardous pollutants. Every owner, including an owner who does not reside in a unit, is required to routinely and periodically inspect the unit to ensure the absence of mold, water, moisture, leaks and other conditions that could harm the unit, other units and common elements. Every owner, including an owner who does not reside in the unit, must maintain a meaningful presence in the unit to prevent the proliferation of mold throughout the unit, other units and common elements.

By way of example and not of limitation, unit owners are required to take the following steps in connection with their obligation to maintain the unit:

- a.** visually inspect all appliances within the unit and all related hoses and connections for condensation and leaks at least monthly in order to ensure that these are all in proper working order
- b.** properly ventilate all units, including, but not limited to, kitchens and bathrooms, by using exhaust fans and air conditioning
- c.** ensure that any vents or exhaust fans serving the unit are vented properly to the exterior including, without limitation, exhaust vents, stove vents and laundry dryer vents. In the event they are not properly vented, the unit owner must repair them, obtaining the written consent of the Board prior to undertaking any work. In addition, unit owners are solely responsible to inspect, clean and maintain (including changing filters), at least annually, all such vents and exhaust fans
- d.** open doors between rooms to increase air circulation in the unit including doors to closets
- e.** not block or cover any heating, ventilation, or air conditioning ducts, vents, and intakes and keep furniture and furnishings away from such ducts, vents, and intakes
- f.** engage a qualified, licensed, and insured contractor, approved by the Board, to service, maintain, inspect, clean and repair all major appliances, including, but not limited to, furnaces, heat pumps, air conditioners, ventilation systems, humidifiers and dehumidifiers at least annually
- g.** engage a qualified, licensed and insured contractor, approved by the Board, to maintain, inspect, clean, and repair all waterproofing, such as caulking to windows, doors, faucets, drains, tubs, and showers at least annually
- h.** engage a qualified, licensed, and insured contractor, approved by the Board, to maintain, inspect, clean and repair all weatherproofing, such as window seals and thresholds on all doors and windows at least annually
- i.** empty, clean and dry refrigerator, air conditioner, dehumidifier and all other drip pans and filters on a continuous and regular basis and to de-ice and defrost all freezers and ice making devices at least annually
- j.** clean all balcony weep holes to ensure proper drainage, at least monthly
- k.** have the air conditioning and humidistat operating to maintain a temperature not lower than fifty-five degrees Fahrenheit (55°F) and not higher than seventy-eight degrees Fahrenheit (78°F) and indoor relative humidity between thirty percent (30%) and fifty-five percent (55%) at all times
- l.** when a unit is expected to be or is actually vacant or unoccupied for a period of seven (7) consecutive days or more, the unit owner must take the following steps:
 - 1.** turn off the main water supply to the unit, and the individual water supply to the refrigerator, dishwasher and hot water heater, as well as any other device in the unit utilizing the water supply, except emergency or life-saving devices such as fire sprinklers
 - 2.** turn off the electric power to the water heater, being careful not to turn off power to the air conditioning, humidistat, smoke detectors, carbon monoxide detectors, emergency lighting, or other emergency or life-saving devices
 - 3.** arrange to have someone routinely and periodically inspect the unit, in order to maintain a continuous and meaningful presence in the unit, to determine whether any mold, moisture, water leaks, or damage has occurred. If any mold, moisture, water leak, or damage is found, the owner and/or occupant must take immediate action to remove the mold, moisture and water, sterilize the unit, without causing further damage to the unit, any other unit, or the common elements, make all appropriate repairs, and must notify the Association immediately in accordance with the notice provision contained herein.
 - 4.** clean stove and refrigerator
 - 5.** remove all garbage
 - 6.** remove all items from balcony
 - 7.** activate unit alarm system

8. remove ice cubes, turn off ice maker, and defrost freezer
 9. run garbage disposal to completely clean drain
 10. leave all closet, room, and all interior doors ajar
 11. notify the Association in writing at least seven (7) days prior to intended absence, including out of town address, telephone number, facsimile number, and email address and again within three (3) days upon return
 12. clean weep holes in balconies to ensure proper drainage
 13. cover toilets with plastic wrap
- m.** clean, vacuum, and dust the surfaces within a unit on a regular basis, at least weekly
- n.** before bringing items into the unit, especially but not limited to plants, inspect for signs of mold
- o.** immediately remove and thoroughly dry visible moisture accumulation or condensation on windows, window sills, and any other surfaces within the unit
- p.** immediately clean, dry, and disinfect all liquid spills or leaks within the unit
- q.** promptly remove damaged materials that cannot be thoroughly and quickly dried, such as drywall and insulation, without causing further damage to the unit, any other unit, or the common elements
- r.** engage a qualified, professional, licensed, insured remediation company, approved by the Board, to mitigate and remediate any mold or damage to the unit resulting from moisture, leaks, or spills Unit owners and occupants are required to immediately report to the Association, by telephone and also by certified mail, return receipt requested, any event that could lead to the proliferation of mold, or evidence of mold. The following events, by way of example and not of limitation, must be reported:
1. any evidence of a water leak or water infiltration or excessive moisture in the unit or in the common elements
 2. any evidence of mold within the unit that cannot be completely removed with a common household cleaner or any evidence of mold in the common elements
 3. any failure or malfunction of any heating, ventilating, air conditioning, humidistat, or similar device serving the unit or the common elements

Any unit owner causing damage to any property in the Condominium by reason of the installation, operation, maintenance, or lack of maintenance of any item, fixture, appliances, or equipment located in the unit, or by the failure to comply with the requirements of this Rule, is strictly liable to the owner if any other unit damaged, and strictly liable to the Association as to the common elements, Association property, or any unit components for which the Association is responsible to insure, maintain, or repair, for any and all damages caused, without regard to the negligence or fault of the owner from whose unit the cause of the damage originated.

42. Orchid Rule

Orchids are regarded as personal plants because they are not planted or maintained by the PACC4 landscaping contract. If one chooses to hang orchids for display, the Board has developed the following rules:

1. Orchids may only be tied using biodegradable ties to existing ornamental trees, canopy trees, or palms, such as jute twine or Eco-Twist.
2. No one is permitted to cut branches, etc. to provide space for an orchid.
3. Orchids may not be planted in the ground or suspended by metal hangers. The latter are dangerous and can become a projectile in strong winds and storms. Any found will be removed immediately
4. Orchids may not be suspended from balconies or railings above the ground floor.
5. Only one orchid per tree, palm, ornamental will be allowed.
6. The Landscape contractor reserves the right to remove orchids if they impede trimming, fertilizing, or applying insecticide to the community landscaping.
7. Because of the susceptibility of attracting insects, bees, wasps, bugs, mites (including aphids, scale, and thrips), it is recommended that orchids be hung away from the buildings
8. Anyone who hangs an orchid is responsible for its continued care and disposal.
9. Check with your building representative before hanging to avoid cluttering the look of the building and to ensure the orchids are within the building's boundary lines.

43. Inspection of Association Records Policy

43.1 Records Defined. The official records, also referred to herein as "records," available for inspection are those designated by Chapter 718, Florida Statutes, as amended from time to time, as the official records of the Association only to the extent the Association is required to maintain such records.

43.2 Records Available. No records, other than those defined above, shall be available for inspection and copying. Without limiting the foregoing, the following records are not available to Owners for inspection or copying: (1) any information or record protected by the lawyer-client privilege, (2) any information or record protected by the lawyer work-product privilege, (3) any information or record in connection with the lease, sale, or other transfer of a Unit, (4) any information or record concerning the disciplinary, health, insurance and personnel records of Association or management employees, (5) any information or records concerning the medical records of Owners or residents, (6) any social security numbers, driver's license numbers, credit card numbers, e-mail addresses, telephone numbers, emergency contact information, any addresses of a Unit Owner other than as provided to fulfill the Association's notice requirements, and other personal identifying information of any person, excluding the

person's name, unit designation, mailing address, and property address, (7) any electronic security measure that is used by the Association to safeguard data, including passwords, (8) the software and operating system used by the Association allowing manipulation of data, even if the Owner owns a copy of the same software used by the Association and (9) any information or records now or hereafter not available to Owners pursuant to Florida Statutes, Section 718.111(12), as amended or renumbered from time to time, unless the Board determines it to be in the best interest of the Association to make such records available for inspection.

43.3 Persons Entitled to Inspect. Unit Owners have the right to inspect the records of the Association as permitted by law. Tenants may inspect certain records, as provided by law. All references in these Rules to Unit Owner will include record title holders and a Unit Owner's authorized representative, and Tenants or other authorized representative where applicable. If a Unit is owned by a corporation, limited liability company, partnership, trust, or other entity, the Unit Owner shall be considered the person or persons authorized to vote for the Unit pursuant to the provisions of the Declaration of Condominium, Articles of Incorporation, and/or Bylaws of the Association.

43.4 Inspection.

43.4.1 A Unit Owner desiring to inspect records shall submit a written request by Certified U.S. Mail, Return Receipt Requested, therefore to the Association at the mailing address of the Association, pursuant to the most recent online records of the Florida Secretary of State, Division of Corporations.

43.4.2 Requests by hand delivery, facsimile transmission, electronic mail (e-mail), or other means do not comply with these Rules. Verbal requests do not comply with these Rules.

43.4.3 In order to facilitate fulfilling the records request, it is recommended that the written request specify the particular records the Unit Owner desires to inspect, including pertinent dates or time periods in sufficient detail to permit the Association to retrieve the exact records requested. General descriptions of records, such as, but not limited to, "All items pertaining to ____", or "All correspondence from ____", or "All contracts for ____", are not sufficiently specific, are prohibited and such general requests cannot be honored, no inspection or copying of these records will be permitted and such request is void.

43.4.4 A Unit Owner's inspection request shall be deemed received the date that the receipt card was signed for by the Association.

43.4.5 Inspection of records shall be restricted solely to those records designated in the written request for inspection and shall be conducted solely by the Unit Owner signing the inspection request, or his or her authorized representative. No inspection of any other records shall be permitted. Notwithstanding the foregoing, if there is an additional request while inspecting the records, such records shall be requested in writing and hand-delivered to the Association's representative at the inspection, and the Association shall have an additional ten (10) working days to provide access from the date of hand-delivery.

43.4.6 If more than one Unit Owner desires to inspect the same records, the Association may require that such inspections are conducted at different times provided that co-Owners of a Unit may inspect records together. If a Unit Owner has designated an authorized representative, either the Unit Owner or the authorized representative may inspect the records; however, both parties may not inspect the records together.

43.4.7 A Unit Owner shall not submit more than one (1) written request for inspection and copying of records per calendar month. Any request submitted more frequently shall be null and void.

43.4.8 Inspections of records shall be conducted at the office where the Association's records are maintained or at such other location as may be designated by the Association. Records must be made available for inspection in Broward County or within forty-five (45) miles of the Condominium. No Unit Owner shall remove original records from the location where the records are inspected. No marks or alterations shall be made on original records.

43.4.9 Records shall generally be made available for inspection by the Association on or before the tenth (10th) working day after receipt by the Association of the written request for inspection. This time frame may be extended upon agreement of the Unit Owner or for good cause. In addition, this time frame may be extended on the agreement of the parties or in the event the records are so voluminous, or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the Unit Owner in writing (including e-mail) that the records are available and the location of the records and request that the Unit Owner schedule a date and time for such inspection. The Association may also propose a time and date for the inspection. Inspection shall be made only during normal Association business hours, or during the normal business hours of the location of inspection if other than the Association office. For the purposes herein, "working day" means Monday through Friday, exclusive of federal, state, and local holidays in which the office of the Association or office where the records are being made available for inspection is closed. For purposes herein, "normal business hours" shall be the hours the Association office is customarily open, or the hours the location where the records are to be inspected is customarily open, or if there are no customary hours of operation, then 9:00 A.M. to 12:00 P.M. and 1:00 P.M. to 5:00 P.M., all on a working day. No Unit Owner shall be entitled to inspect records for more than, one 8-hour business day per month to perform and complete a records inspection.

43.4.10 If, during inspection, a Unit Owner desires to have a copy of a record, the Unit Owner shall designate in a separate writing, which record, or portion thereof, for which a copy is desired, or, in the alternative, shall designate such record by use of a clip or tab upon the page(s) desired. Not more than one (1) copy of each record requested shall be provided. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, and the Owner has requested copying of 25 or less pages of records, then copies of the records shall be available contemporaneously with the inspection. If, however, the records to be copied exceed 25 pages, or there is no copy machine at the location where the records are being inspected or stored capable of making copies of the records designated, the Association may send the records out for copying by an outside source, such as a commercial copying company or make the

copies at the location of the records, but available for later pick-up. If copied at the location where the records are kept, copies in excess of 25 pages shall be made available for pick-up by 5:00 P.M. within three (3) working days from the date of the inspection, the day of inspection not counting in calculating this deadline. Copies made by an outside source shall be available as soon as a copying service can reasonably pick-up, copy and return the records to the location where the records are being inspected or stored. Photocopies will be available at the place records are kept or produced for inspection. Unit Owners requesting copies must arrange for pick-up of records. The Association has no obligation to mail or otherwise deliver copies to any place.

43.4.11 The Association shall allow a Unit Owner to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association providing the Unit Owner with a copy of such records. The Association may not charge a Unit Owner for the use of a portable device.

43.4.12 A Unit Owner shall pay the reasonable expense of copying. In the event the copies are made by the Association, the cost shall be twenty-five cents (\$.25) per page. If copies are made by outside vendors, actual costs shall be charged to the Unit Owner. Payment in advance for the cost of copies shall be required. No copy of a record shall be made unless and until payment for the copy is received. In the event payment is made in form other than cash, cashier's check, money order or certified check, payment shall not be deemed received unless and until payment has cleared. No copy of a record shall be made unless and until payment for the copy is received and payment has cleared, if applicable.

43.4.13 If records are kept on computer format, the Association may print such records to paper. The cost of converting such non-written records to written format, where required, shall be in addition to the cost of copying such records, and the Unit Owner shall pay the reasonable expense of converting such records to written form, which expense shall be the actual cost of making the copy, but no less than twenty-five cents (\$.25) per page.

43.4.14 The Association may, but shall not be obligated to, allow Unit Owners to access the Association's computer system. If the Association provides access to records through a computer supplied by the Association or the office in which records access is being conducted, the Person inspecting the records shall not e-mail the records inspected to any other computer, person, or e-mail account, review other content or programs on said computer, nor otherwise in any fashion download, forward, or otherwise transmit or manipulate the data he or she reads during the inspection of the records by review on electronic mail, internet or computerized format. The Association shall not be obligated to make copies of computer records which may violate copyright laws, licensing laws or agreements, vendor agreements, or which involve proprietary software or computer data.

43.4.15 The Association may comply with its obligation to make records available for inspection by providing them to the Unit Owner by electronic mail, the internet, or making them available in a computerized format readable with customary programs used in computers of consumers. If the Association provides the records in such format, the Association is not required to do so in the future. Further, if a Unit Owner provides the Association with written notice that they do not have access to a computer, the Association may provide access or supply the records in paper format.

43.5 Manner of Inspection.

43.5.1 No written request for inspection or copying can be made solely to harass another Owner or resident, the Association, or any Association officer, director, employee, or agent.

43.5.2 For purposes hereof, a Unit Owner and the Unit Owner's authorized representative shall be considered one Person. If a Unit Owner has designated an authorized representative, either the Unit Owner or the authorized representative may inspect the records; however, both parties may not inspect the records together.

43.5.3 Except as otherwise provided in Article 1.3 hereof, if inspection is requested by any Person other than a record Owner of the Unit, said request shall not be recognized by the Association unless and until the record Owners of the Unit designate such Person, in writing, as their authorized representative.

43.5.4 All Persons inspecting or requesting copies of records shall conduct themselves in a courteous manner and shall not interfere with the normal operation of the Association office and the duties of their personnel, or the office where the records are otherwise inspected or copied, nor the duties of their personnel. The Association office, or office of inspection, may assign a staff person or other Person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed to that staff person.

43.6 Enforcement of Inspection Rules.

43.6.1 Any violation of these Rules may result in the immediate suspension of the inspection.

43.6.2 Any requests for inspection not complying with these Rules need not be honored, but in such cases the Association shall mail or hand-deliver a written response to the Person requesting inspection and shall indicate how the request fails to comply herewith.

43.6.3 The Board may take whatever appropriate legal action is available against any Person who fails to comply with these Rules.

43.6.4 Nothing in these Rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative. The President of the Association has the authority to interpret and implement the provisions of these Rules and make decisions and judgments arising hereunder without need for Board approval on a case-by-case basis. The Association shall have the right to waive the requirements of these rules for good cause and the waiver in one instance shall not constitute a general waiver or waiver in any other case with the right to require adherence to the policies contained herein.

44. Unit Owner Inquiries Policy

WHEREAS, Florida Statutes, Section 718.112(2)(a)2 provides that the Association, through its Board, may adopt reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner inquiries; and WHEREAS, the Board believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced statute, which will protect the Association against the liability affiliated with unintentionally failing to respond to multiple "inquiries" filed by Unit Owners.

NOW, THEREFORE, the following Rules are adopted:

44.1 An "inquiry" is defined as a question, which specifically requests a written response from the Association. Citation to the above-referenced statute is adequate.

44.1.1 An inquiry will be deemed received by the Association, on the next business day following the day on which a duly-authorized representative of the Association signed for the certified letter of inquiry addressed to the President of the Association, or the Association's Registered Agent, pursuant to the most recent online records of the Florida Secretary of State, Division of Corporations.

44.2 All responses of the Association shall be in writing and shall be deemed effective when deposited in the United States Mail, postage pre-paid, to the address of the Unit Owner, per the Official Records of the Association, or the address contained on the document constituting the inquiry, including e-mail response, if chosen by the Association.

44.3 The Association is only obligated to respond to one written inquiry per Unit owned in any given 30-day period. The Association shall respond to each pending inquiry, as required by law. A Unit Owner's submission of more than one inquiry per Unit owned during a thirty (30) day period, or the inclusion of more than one inquiry in a single piece of correspondence, shall result in the Association only responding to the first inquiry received. In such a case, any additional inquiry or inquiries will be responded to in the subsequent thirty (30) day period, or periods, as applicable.

44.4 Unit Owners shall not be permitted to file more than one inquiry with the Association with respect to the same matter. If the Unit Owner is dissatisfied with the Association's substantive response, or disagrees with the response, that fact will not be sufficient to obligate the Association to engage in ongoing debate with the Unit Owner regarding the issue as to which a substantive answer has been given.

44.5 Should any Unit Owner inquiry involve privileges pertaining to pending or potential litigation, matters subject to the attorney-client or work product privilege, or matters which involve any other legally cognizable privilege, the Association shall not be obligated to provide a substantive response to the Unit Owner if such would result in a waiver or violation of any privilege.

44.6 Certified inquiries shall not be used as a means to request inspection of the Official Records of the Association. Unit Owners may request inspection of official records as provided by law and any applicable rule of the Association.

44.2. ENFORCEMENT OF INQUIRY.

44.2.1 An inquiry cannot be made solely to harass another Owner or resident, the Association, or any Association officer, director, employee, or agent.

44.2.2 A response cannot be made to any inquiry that does not comply with the foregoing rules.

44.2.3 Nothing in these rules can be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association are cumulative.

44.2.4 Any violation of these Rules shall be deemed a violation of a rule of the Association and shall subject the Unit Owner to all remedies provided by Florida Law and the Condominium Documents with respect to same, including the levy of fines or suspension of common area use rights.

45. Procedure For Making a Request For Accommodation

45.1 Submittal of Request: A disabled/handicapped Owner, Tenant or Guest must notify the Association of the request for a reasonable accommodation to allow a service and/or support animal in the Unit and the common areas in the community and/or to avoid a restriction on pets and provide adequate documentation supporting the request in compliance with the Florida and federal Fair Housing Acts. This applies to Owners, Tenants, and/or Guests visiting or residing on the property. It is the Owners' responsibility to ensure that Owner(s), Tenant(s), and Guest(s), advise anyone who may require a reasonable accommodation to comply with the stated guidelines herein, prior to bringing an animal on the property, and to provide the Association with sufficient time to conduct a meaningful review of the request.

For emotional support animals ("ESA") and service animals, the requested information must include a statement from a health care practitioner that has a treating relationship and personal knowledge of the requester's disability-need for the animal and be duly-licensed to provide a statement explaining that the requesting party is physically or mentally disabled; explaining which major life activities are substantially impaired; and explaining how the particular identified animal will ameliorate the effect(s) of the disability. The statement from the professional should also include: the certification or license number of the physician or medical professional; the state of licensure; the medical professional's name, business address, city, state and phone number, signature and the date of the signature. If the requesting party receives Social Security Disability benefits, provide a copy of the summary page with personal information redacted reflecting whether the disability is mental or physical. Additionally, the requesting party is asked to provide the signed acknowledgement on the last page of this document. The signed Acknowledgment page and documentation must be submitted to the Association Office by hand-delivery, email, or mailed to Palm-Aire Country Club Condominium Association No. 4, Inc., c/o Campbell Property Management, c/o Tom Wilson, 3500 Gateway Drive, #202, Pompano Beach, FL 33069. The documentation should be submitted 30 days in advance of the animal's arrival to allow the Association sufficient time to conduct a meaningful review of the request.

If the animal is a service animal, and the disability is not obvious, the Association will ask these questions:

- 1.) Is the service animal a dog?
- 2.) If the task the animal is trained to perform is not obvious, is the animal required because of a disability?
- 3.) What work or task has the animal been trained to perform?
- 4.) Provide Rabies Vaccination/Veterinary Records and a picture of the animal upon application and annually thereafter.

If additional information is required, as determined by the Board of Directors or Management, it will be requested.

Be advised that Florida Statute Section 817.265, states, in relevant part:

A person who falsifies information or written documentation, or knowingly provides fraudulent information or written documentation, for an emotional support animal ... or otherwise knowingly and willfully misrepresents himself or herself, through his or her conduct or through a verbal or written notice, as having a disability or disability related need for an emotional support animal or being otherwise qualified to use an emotional support animal, commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 and within 6 months after a conviction under this section, must perform 30 hours of community service for an organization that serves persons with disabilities or for another entity or organization that the court determines is appropriate.

Further, Florida Statute Section 413.08(9), states, in relevant part: A person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a service animal and being qualified to use a service animal... commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 and must perform 30 hours of community service for an organization that serves individuals with disabilities, or for another entity or organization at the discretion of the court, to be completed in not more than 6 months.

Florida Statute Section 456.072(1)(pp) provides that it is grounds for discipline against a medical professional for:

Providing information, including written documentation, indicating that a person has a disability or supporting a person's need for an emotional support animal under s. 760.27 without "personal knowledge" of the person's disability or disability-related need for the specific emotional support animal.

45.2 Procedure for Reviewing a Request for Reasonable Accommodation:

Upon receipt of the requested documentation (or information supplied) for a disabled/handicapped Owner, Tenant or Guest's request for a reasonable accommodation(s) to the Association's pet restrictions for an ESA, every effort will be made to have the request reviewed by the Association as quickly as possible, and the Owner, Tenant or Guest will be notified in writing of the Board's decision. If additional information is required by the Association, the review may take longer, and the submitting Owner, Tenant or Guest will normally be so advised in writing. Additionally, it may be necessary for the Association's legal counsel to review the documentation submitted in support of a request for a reasonable accommodation, which in turn, may require additional time to review and respond to the request. The Association will engage in the interactive process to obtain the necessary information to conduct a meaningful review of all requests.

If the request for a Service or ESA is approved, any condition(s) of approval will be provided in writing. If disapproved, the reason for disapproval will be provided in writing.

45.3 Guidelines as to when medical documentation is required and what type of medical documentation is required. With regard to ESA's, the Association is entitled to obtain information that is reasonably necessary to evaluate whether a requested accommodation is medically necessary because of the requesting party's disability/handicap. This may also be required for service animals, as stated above.

If a person's disability/handicap is obvious and if the need for the requested accommodation is also apparent, then the Association will not normally request any additional information about the requester's disability/handicap or the related need for the requested accommodation.

If the requester's disability/handicap is not obvious, after reviewing the submitted request, the Association may request reliable information that is necessary to verify that the requester has a physical or mental impairment that substantially limits one or more major life activities (which is the definition of a "handicap" under the Fair Housing Acts) and an explanation of how the animal ameliorates the effects of the disability. If information concerning the requester's disability/handicap is requested by the Association, he/she must provide information verifying that he/she meets the foregoing definition of "disability/handicap," for example, by submitting proof that he/she is receiving Social Security Disability benefits, or private disability benefits. Information regarding the nexus between the disability and the animal may still be necessary but information concerning the disability will generally not be requested. Absent disability benefits, the requester's medical professional shall provide verification that the requesting party is disabled/handicapped, provide a description of the major life activities that are substantially impaired, explain the nexus between the animal and the disability/handicap, state whether the condition is temporary or permanent, and provide the credentials of the physician or medical professional providing the statement. To the extent a disability/handicap is not permanent, the Association may request additional updated medical information as it deems necessary to determine if there is a continued disability-need for the requested accommodation, but not more than once annually.

If the requester's disability/handicap is obvious, but the need for the accommodation is not apparent, the Association will request information that is necessary to evaluate the disability/handicap-related need/nexus for the requested accommodation. In this case, the Association will request reliable disability/handicap-related information from a medical professional that is necessary to evaluate the disability/handicap-related need for the accommodation (the nexus). The medical professional must have personal knowledge of the individual and medical history. The Association, may, if necessary, contact the medical professional to confirm the medical professional authored the letter.

If documentation is required for a service animal, it will be similar to the above and require the medical professional to identify what tasks the animal is trained to perform.

Rabies Vaccination/Veterinary Records, County tag/license, and a picture of the animal must be provided upon application and annually thereafter.

The Association will not accept tags, certificates, or any other items purchased on-line or from any source that purports to "certify" or "register" an animal as an emotional support or service animal. These items can be purchased by answering certain benign questions. The websites contain a disclaimer that none of the information provided by the requesting party is verified. Accordingly, these items are not sufficient to establish that someone is disabled or that an animal is a service or emotional support animal. Likewise, the Association will not accept a medical statement from a medical professional or company that advertise to write letters after a one-time consultation or test.

The Association may request advice from legal counsel concerning any Owner's, Tenant's or Guest's request for a reasonable accommodation. The requesting party consents to the disclosure of all documentation in support of the request to the Association's legal counsel.

45.4 Unique Animals

Common household animals are considered to be dogs, cats, small birds, rabbits, hamsters, gerbils, other rodents, fish, turtles, or other small domesticated animals traditionally kept in the home for pleasure, rather than commercial purposes. Reptiles, other than turtles, barnyard animals, monkeys, kangaroos and other non-domesticated animals are not considered common household animals.

If a requesting party is seeking to keep a unique type of animal that is not commonly kept in households, then the requesting party, through his/her medical professional, has the substantial burden of demonstrating a disability-related therapeutic need for the specific animal or the specific type of animal.

45.4 Additional Information

An individual's need for an accommodation may change over time as a result of changes in the individual's own level of disability/handicap or impairment, treatments available to mitigate a disability/handicap, and/or other circumstances affecting the individual. What qualifies as reasonable in one set of circumstances may not be reasonable or necessary in another. If and when circumstances change, it is your responsibility to notify the Association if you need, or no longer need, a reasonable accommodation.

45.5 Maintaining an Emotional Support/Service Animal

Should a request for a reasonable accommodation to the pet restriction be granted, the Association reserves the right, pursuant to Florida law addressing nuisances and/or safety and health concerns, to withdraw this approval at any time should the emotional support/service animal become a nuisance to, or a threat to the health and safety of, others, which includes, but is not limited to: excessive barking; biting; aggressive behavior (including nipping and lunging); attacking persons or other animals; animal Owner's, Tenant's or Guest's failure to immediately and properly dispose of excrement or waste (so long as the disability permits it); failure to comply with all state and local ordinances and statutes related to the animal (including any required licenses or tags); not maintaining the animal on a maximum, non-retractable six foot hand held leash at all times when outside of the unit so long as the disability permits the use of a leash; insect/extermination problems; sanitation/odor problems; and/or Owner's, Tenant's or Guest's inability to control the animal. If the requesting party is unable to use a leash because of the disability, the handler must have control over the animal by voice control or some other means. This requires the Owner, Tenant or Guest to ensure that the animal is properly controlled and to take extra precautions when confined in small spaces. The animal may not be left unattended when outside the unit and may not be tied or tethered to any objects outside. The Owner, Tenant or Guest must maintain complete control over the leashed animal at all times when outside the unit. Should the animal become a nuisance to others, the Owner, Tenant or Guest will be asked to remove the animal from the premises and may be prohibited from bringing the animal back. In the pool area, the animal must be held or remain on the ground under or next to the Owner, Tenant or Guest and under Owner's, Tenant's or Guest's control at all times. The animal is not permitted on furniture. The animal may not roam or wander. No animals are permitted inside the pool. No animal may create a health or safety risk. If in the gym, laundry room, or the elevator, the animal must be under the handler's control at all times.

Owner, Tenant or Guest is solely responsible for any and all damage caused by the animal, whether to person or property.

To clarify, and in addition to those restrictions stated above, should an emotional support animal and/or service animal be approved, the animal must be walked on a non-retractable leash providing no more than six (6) feet of slack and may not be tied or tethered to any object on the property. The owner of the animal must immediately pick up and dispose of all animal waste and excrement. Owner, Tenant or Guest is responsible for supplying his/her own waste removal bags. All fecal waste deposited by the animal must be immediately removed and disposed of within the Owner's, Tenant's or visiting Guest's unit or immediately taken to the outside dumpster. All service and emotional support animals must be free of parasites, including fleas.

A violation of any of these reasonable restrictions is also grounds for immediate revocation of any approval requiring the immediate and permanent removal of the animal. The Board may amend these policies and procedures as necessary at any time and without notice. While emotional support and service animals are permitted on all parts of the Association property (with the exception of the above-mentioned areas), the Association requests that the requesting party be courteous of others and avoid areas or situations which may cause other Owners, Tenants, and/or Guests, discomfort or create unsanitary conditions. This includes more confined areas such as the gym, elevator and laundry rooms, where the animal owner must control the animal and ensure there are no health or safety risks to the animal or others. Animals are not permitted to relieve themselves on the pool deck, sidewalks, parking lot or other hard surfaces in the community. Should this occur, Owner, Tenant or Guest must immediately and thoroughly clean the affected area.

If a support or service animal passes away or is no longer able to perform its intended function(s), the requesting party is permitted to replace the support or service animal so long as the requesting party remains disabled but he/she must notify the Association of replacement of the animal and provide proof of proper vaccinations, a current Broward County tag/license for the replacement animal, a current picture and proof of annual vaccinations thereafter. All replacement animals must comply with the reasonable restrictions contained herein.

Often times, there are competing requests for reasonable accommodations that must be balanced. For example, there may be individuals residing in this community with severe animal allergies and/or phobias. In order to accommodate a disabled person's request to maintain an emotional support/service animal and to accommodate those with animal allergies and/or phobias, further restrictions may be necessary depending upon the circumstances at any given time. You will be notified if any additional restrictions are necessary.

An approval of an emotional support animal and/or service animal is limited to the requesting party and his/her needs. If the requesting party no longer resides in this community, is no longer visiting or temporarily vacates the property, for whatever reason, the emotional support/service animal is not permitted to remain. The approval of an emotional support/service animal does not apply to a residence generally, but rather, is only approved for a particular person. If that person is not in residence, the animal may not be in residence.

All information received by the Association in conjunction with a disabled/handicapped Owner's, Tenant's and/or Guest's request for reasonable accommodation will be kept confidential in compliance with Florida Statute Section 718.111(12)(c)(3)(d). If any other tenant or owner inquires as to why a special accommodation appears to have been made, the Association representative's response will be: "a reasonable accommodation has been granted as a matter of Florida and Federal law" or words of similar import. No additional information will be provided regarding the nature of the disability/handicap.

Upon approval of the requested accommodation, a letter will be provided and must be executed where indicated and returned to the Association office within five (5) days of receipt.

45.6 Acknowledgement

I have received and read a copy of the Policies and Procedures for Disabled/Handicapped Owner, Tenant or Guest to Request a Reasonable Accommodation and I agree to abide by the policies and procedures stated herein. I bear full responsibility for the service/support animal and for damage caused by the animal, whether to person or property, whatsoever arising from owning or keeping a service/support animal in the home.

I understand that seeking an accommodation is a process that must be followed and adhered to by all parties. Misrepresentations will be addressed as a violation of the governing documents which may result in fines being levied and/or other legal action.

I understand that it is a second degree misdemeanor for a person to knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a service animal and being qualified to use a service animal.

I understand that it is a second degree misdemeanor for a person to knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as having a disability or disability related need for an emotional support animal or

being qualified to use an emotional support animal.

46. Security Camera Policy

PACC4 recognizes the need to balance the right to privacy and the need to ensure the safety and security of the neighborhood. PACC4, therefore, has adopted a policy that upholds this right and provides the necessary mechanisms for protecting the community. PACC4 does not warrant that the equipment will be functioning and recording 100% of the time. There will be times when the cameras are down for maintenance, service, or repair. PACC4 reserves the right to discontinue video recording at any time.

46.1 Scope

This security camera policy applies to all video surveillance systems installed within PACC4 by PACC4. The policy does not apply to personal surveillance equipment installed by residents, such as Ring doorbells or equipment mounted inside a residential unit.

46.2 Installation, Placement and Maintenance of Video Surveillance Equipment

Video Equipment/Records

Type of Equipment - PACC4 will use digital video recorders to collect and retain real-time video for a maximum storage of 30 days.

Placement - Video recording equipment will only be placed in visible locations that allow the cameras to obtain the desired coverage, specific surveillance targets, and adequate lighting. Cameras will be positioned so as to not willfully intrude on any homeowner's property or privacy without express written consent from the homeowner. Signage will be installed in obvious locations to notify people that the area is under video surveillance.

Maintenance - Any on-premise maintenance by the service technician will be done in the presence of an authorized individual.

46.3 Access to Video Records

Association - Access to video surveillance records shall be secured and restricted to the Executive members of the Board of Directors and PACC4's Property Manager. Video surveillance footage shall be viewed in response to an event that has occurred, including but not limited to, property damage, criminal activity, incidents of illegal trash dumping, stolen or vandalized vehicles, personal assaults, and mail/package theft, litigation evidence.

Law Enforcement - If access to video surveillance is required for the purpose of a law enforcement investigation due to criminal activity or potential criminal activity, pertinent footage related to the investigation will be provided to the police.

Log of Access - All instances of surveillance footage provided to police, shall be entered into meeting minutes so that it becomes a part of the public record.

Security/Storage - Active video records shall be stored in secured enclosures with limited access. No video shall be published on the internet.

Resident Requests for camera video - When an incident has occurred, residents should report, in writing to the Board president, vice president, treasurer, secretary and the property manager. The written request must include the specifics of the incident including the location (lobby, mail area, side doors, parking lot, dumpsters, entry), the approximate time of the incident, the date, and resident's name and contact information. Searches cannot be done for more than a 24-hour period of the alleged incident. The resident must supply a USB drive for the footage or arrange to have the footage sent by a secure message.

Custody, Control, Retention and Disposal of Video Records - PACC4 has no desire or intention to retain video recordings except as required for investigations or evidence. In normal operating conditions, video surveillance footage will automatically be erased or overwritten by the recording device when capacity of the device has been exhausted, which is 30 days. Specific records relating to evidence or investigations, which must be retained, will be copied onto portable media, such as USB drive, and stored for as long as required, based on the investigation type. Records requiring long-term retention will be turned over to PACC4's property manager for storage and security.

46.4 Accountability

The Board of Directors is responsible and accountable for implementing, enforcing and monitoring the deployment, use and viewing of all video surveillance.

The President of the Board is responsible for conveying the policies and procedures to all members of the board, and ensuring compliance with those policies.

The Executive members of the Board are responsible for deciding when surveillance footage needs to be viewed.

We, all of us, ask for your indulgence and cooperation in seeing to it that all the rules are abided with so that a happy, clean and beautiful condominium life be maintained; one that we can proudly say is ours.

Thank you for your Cooperation.