

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.

INTRODUCTION

Palm Aire Country Club Condominium Association No. 4, Inc., generally known as Condominium Association #4, 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 and must have a security decal. Unit owners' vehicle must be parked in your assigned parking space. If there are two licensed drivers in the unit, the second vehicle must have a security decal and park in a visitor space. If there are three drivers in a unit, the third vehicle must have a security decal and park in a visitor space. The third vehicle may be charged at a rate to be determined, to park in a designated parking space. A fourth or more vehicles will not receive a decal and cannot park in the parking lot.

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 the 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. 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.

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 \$50 deposit will be required for parties over 10 people to insure proper clean-up by the user. See **26. A. Gazebo Reservations** rule.

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 Nos. 9, 10 and 11 are for the use of the residents in Condominium Association No. 4. Barbecues are available and residents are responsible for bringing charcoal and for cleaning up after themselves. Barbecuing is not permitted in any other area. Propane is provided by the Association. Smoking in designated smoking areas only.

A. Gazebo Reservations:

- 1) The gazebos are open from dawn to 10 PM except in the event of an approved social function described below.
- 2) The gazebos and equipment therein may be reserved for social functions (maximum 35 people) by submitting a written application to the respective Recreation Rep. The written application with a copy of a legal photo I.D. shall be submitted by Palm Aire #4 residents only, no third-party, and in no less than three days prior to the date of the function. The designated applicant shall be responsible for the group's observance of the Rules and Regulations of the Association, including those posted poolside.
- 3) At the time of application, a check payable to PACC4 for the sum of \$50 shall be submitted. It is a damage/clean-up deposit to ensure that facilities will be restored to the condition prior to the function. The deposit will be returned if no damage has occurred and no clean-up is needed. If excessive damage occurs or clean-up is necessary, the resident may be charged in addition to the \$50 deposit.
- 4) The Board of Directors Rules and Regulations shall control the use of the equipment at the gazebos. Renting the gazebo does not grant exclusive use of grills, restroom or

locker rooms. During reservation of the gazebo, access to restrooms, locker rooms and grills must be permitted to all residents.

27. Records, Inspection and Copying:

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.

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 file his Application to Purchase or Lease. All questions must be answered completely, the form notarized and returned to the Management Company's office with a \$100.00 processing fee.

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 maintain the interior of their unit at all times 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.

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.