

**PALM-AIRE COUNTRY CLUB APARTMENTS  
CONDOMINIUM, INC. (PACC1)**

**RULES  
REGULATIONS  
AND  
GENERAL INFORMATION**

# WELCOME TO PALM AIRE !

## Palm Aire Country Club Apts. Condominium, Inc. Association #1 (PACC 1)

PACC 1 is a privately owned multi-condominium composed of 18 condominiums encompassing high rise buildings, villas, townhouses and garden apartments operating under the umbrella management of an elected 9 member Board of Directors. Accounting records are kept separately for each of the 18 condominiums. Each has its own budget and is responsible for all expenses related to its building(s) and parking lot. In addition, each condominium contributes to the upkeep of the common areas (grounds, recreation area, etc.) and to administrative expenses.

The duly elected Board of Directors is responsible for the management of the Association. It operates within the strict guidelines of the original Declaration of Condominium, the By-Laws, any recorded amendments and Florida statutes governing condominiums, primarily 718.

This book of Rules, Regulations and general information is based on the documents cited above and on years of experience. It is designed to aid you and your neighbors in maintaining an environment for safe and gracious living and preserving the values of our respective property. **This is a residential property which you share with 960 other owners, most of whom live here full time. It is not a resort or hotel and cannot to be used as such.**

The Board is charged with the responsibility of enforcing these rules. Your cooperation in adhering to the rules and regulations will not only enable the Board to do its job but will help control costs and assessments to the Association, as well as provide the comfort and enjoyment for which the community was designed.

Welcome to Palm Aire. Enjoy its beauty and gracious living. Meet your neighbors and participate in your community.

## **TABLE OF CONTENTS**

|                                                      | <b><u>Page</u></b> |
|------------------------------------------------------|--------------------|
| 1. <b><u>RULES and REGULATIONS VIOLATIONS</u></b>    | <b><u>1</u></b>    |
| 2. <b><u>USE and OCCUPANCY</u></b>                   | <b><u>1</u></b>    |
| 3. <b><u>GUEST POLICY</u></b>                        | <b><u>2</u></b>    |
| 4. <b><u>RENTAL POLICY</u></b>                       | <b><u>2</u></b>    |
| 5. <b><u>ASSESSMENTS/MAINTENANCE PAYMENTS</u></b>    | <b><u>4</u></b>    |
| 6. <b><u>AUTOMOBILES AND OTHER VEHICLES</u></b>      | <b><u>4</u></b>    |
| 7. <b><u>PARKING PERMITS</u></b>                     | <b><u>5</u></b>    |
| 8. <b><u>TOWING</u></b>                              | <b><u>6</u></b>    |
| 9. <b><u>KEYS – RIGHT OF ACCESS TO UNITS</u></b>     | <b><u>7</u></b>    |
| 10. <b><u>PEST CONTROL</u></b>                       | <b><u>7</u></b>    |
| 11. <b><u>COMMON and LIMITED COMMON ELEMENTS</u></b> | <b><u>7</u></b>    |
| CATWALKS and STAIRWELLS                              | <b><u>8</u></b>    |
| LOBBY & ELEVATORS – IN CASE OF FIRE, USE THE STAIRS  | <b><u>8</u></b>    |
| PARKING LOTS                                         | <b><u>9</u></b>    |
| ROOFS                                                | <b><u>9</u></b>    |
| LAUNDRY ROOMS                                        | <b><u>9</u></b>    |
| STORAGE and UTILITY ROOMS                            | <b><u>9</u></b>    |
| LANDSCAPED AREAS                                     | <b><u>9</u></b>    |
| WINDOWS and DOORS                                    | <b><u>9</u></b>    |
| PATIOS and TERRACES                                  | <b><u>10</u></b>   |
| 12. <b><u>POOLS AND GAZEBO AREAS</u></b>             | <b><u>10</u></b>   |
| POOLS                                                | <b><u>10</u></b>   |
| GAZEBOS                                              | <b><u>10</u></b>   |
| 13. <b><u>FLAMMABLES</u></b>                         | <b><u>11</u></b>   |
| 14. <b><u>BICYCLES</u></b>                           | <b><u>11</u></b>   |

PACC1 RULES AND REGULATIONS  
TABLE OF CONTENTS  
PAGE TWO

|     |                                                           |    |
|-----|-----------------------------------------------------------|----|
| 15. | <u>NOISES and NUISANCES</u>                               | 11 |
| 16. | <u>FLOOR COVERINGS</u>                                    | 12 |
| 17. | <u>GARBAGE, TRASH</u>                                     | 12 |
| 18. | <u>RECYCLING</u>                                          | 12 |
| 19. | <u>HURRICANE PREPAREDNESS</u>                             | 13 |
| 20. | <u>SEASONAL OWNERS</u>                                    | 14 |
| 21. | <u>WATER LEAKS</u>                                        | 14 |
| 22. | <u>INSURANCE</u>                                          | 14 |
| 23. | <u>SECURITY</u>                                           | 15 |
| 24. | <u>SIGNS and ADVERTISING</u>                              | 15 |
| 25. | <u>PETS</u>                                               | 15 |
| 26. | <u>SALES</u>                                              | 17 |
| 27. | <u>ALTERATIONS and STRUCTURAL CHANGES</u>                 | 18 |
| 28. | <u>ARCHITECTURAL CONTROL</u>                              | 19 |
| 29. | <u>REQUESTS FOR SERVICE</u>                               | 19 |
| 30. | <u>JANITORIAL and LANDSCAPING REQUESTS</u>                | 19 |
| 31. | <u>NOTIFICATION OF RULES VIOLATIONS and COMPLAINTS</u>    | 20 |
| 32. | <u>FINES</u>                                              | 20 |
| 33. | <u>RECORDS, INSPECTION AND COPYING</u>                    | 20 |
| 34. | <u>MANAGEMENT, ASSOCIATION &amp; CONTRACTOR EMPLOYEES</u> | 20 |
| 35. | <u>BOARD OF DIRECTORS</u>                                 | 21 |
| 36. | <u>MEETINGS</u>                                           | 21 |

**PALM AIRE COUNTRY CLUB APARTMENTS CONDOMINIUM, INC.**  
**(PACC 1)**  
**RULES AND REGULATIONS**

**1. RULES and REGULATIONS VIOLATIONS:**

**Each unit owner, family member, lessee and invited guest shall comply with the RULES AND REGULATIONS.**

Any unit owner who observes a violation of the Rules and Regulations should submit written notice to the Board of Directors, describing the violation.

Violations may result in the imposition of fines as provided in the Declaration of Condominium, Amendments and By-Laws, as well as Florida Statute 718. Violators are entitled to a hearing before a Committee of other unit owners for which they will receive reasonable notice.

**2. USE and OCCUPANCY:**

Each unit is a single-family residence. It may not be used as a hotel, motel, or for transient guests, or for commercial purposes. For the purposes of this document unit owner(s) is defined as the person(s) recorded as the official owner(s) in the Broward County Records, and with our managing agent. Only a single family may occupy a unit. A family is defined as the unit owner(s) or their lessee, the spouse or domestic partner, and the children who reside with them. **Occupancy of any unit by the owner and family or guests shall be no more than two (2) persons per bedroom.**

In the absence of the unit owner(s), only the immediate family consisting of spouse or domestic partner, children, grandchildren, parents, siblings, or an approved lessee may occupy the unit. When the unit owner(s) is not in residence, an **Occupancy Information Form** must be filed with the management office no less than five (5) days prior to occupancy, identifying the guests and their relationship to the owner. This is required to obtain a Guest Parking Pass. Family members are limited to two (2) weeks when the unit owner is not present.

### **Occupancy Limits**

#### **Unit Owner(s) present – No Guests**

|            |                   |
|------------|-------------------|
| 1 Bedroom  | Maximum 2 persons |
| 2 Bedrooms | Maximum 4 persons |
| 3 Bedrooms | Maximum 6 persons |

#### **Unit owner(s) present with guest or immediate family**

|            |                   |
|------------|-------------------|
| 1 Bedroom  | Maximum 4 persons |
| 2 Bedrooms | Maximum 6 persons |
| 3 Bedrooms | Maximum 8 persons |

#### **Unit owner(s) not present**

#### **Occupancy Form on file for immediate family members**

|            |                   |
|------------|-------------------|
| 1 Bedroom  | Maximum 2 persons |
| 2 Bedrooms | Maximum 4 persons |
| 3 Bedrooms | Maximum 6 persons |

### **3. GUEST POLICY:**

A guest is anyone occupying a unit overnight who is other than the unit owner or approved Lessee and their children. Guests may only be present when a unit owner(s) or an approved Lessee is in residence. It is the responsibility of the unit owner(s) to advise family members, guests, and lessees that they must abide by the Condominium Rules and Regulations. The unit owner(s) will be responsible for any damages, costs or legal fees incurred due to violations.

### **4. RENTAL POLICY:**

**This is a residential community and is to be used as such. Use of a unit as a hotel, motel or short-term residence of less than 90 days is prohibited.**

Rentals and sales are handled by the Association's management company.

**A NEW PURCHASER MAY NOT RENT THE UNIT DURING THE FIRST TWENTY-FOUR (24) MONTHS OF OWNERSHIP.**

**ALL APPLICANTS NAMED ON LEASE MUST MEET THE ASSOCIATION'S CREDIT REQUIREMENT OF 700.**

**ALL RENTALS REQUIRE A LEASE APPROVED BY THE BOARD OF DIRECTORS. A unit may be rented for not less than**

**three (3) months or more than twelve (12) months. Only one (1) rental is allowed in a twelve (12) month period.**

In the case of an annual lease, a renewal may be by either a new lease, or by an addendum extending the rental period. Either must be approved by the Board of Directors at least thirty (30) days in advance of the expiration of the current lease.

Seasonal rentals require a minimum of six months between the end of the previous lease and the start of the new lease.

Prior to any rental, the Unit Owner must file an "Intention to Lease" with the Association Management Office. This form is available from the Association Management Office.

Each "Intention to Lease" must be accompanied by a non-refundable processing fee, and a refundable security deposit before the application will be considered. The security deposit is to be applied to any damage that the lessee/renter, family, guests, invitees, or visitors of the lessee/renter may cause to the condominium property, or to any other unit owner's property. Upon written notice at termination of the lease, the security deposit will be returned, provided there has been no damage. If the deposit was not sufficient to pay for damages that have occurred, the unit owner shall be responsible for the balance.

The names of all those who will reside in the unit must be included on the lease. The same information required of the lessee must be provided for all occupants over the age of 18. Anyone not listed will not be issued a **Lessee Parking Sticker**.

**Each prospective lessee who will occupy the unit must be interviewed by a member of the Board of Directors and approved prior to occupying the unit.** This also is required of lessees moving from one unit to another anywhere within Association 1. Occupancy prior to approval is strictly prohibited. The unit owner is responsible for all costs incurred to affect the removal of an unauthorized lessee/tenant.

No approval shall be given for lease to a company, firm, corporation, partnership or for multi-family use.

**Sub-leasing or rental of rooms is prohibited.** The unit owner will be responsible for all costs incurred in removal of the illegal occupant.

**In the event that the unit owner(s) becomes delinquent in maintenance payments or assessments, the lessee will be required to pay rent directly to the Association until the unit owner is current.**

**Unit owners may not use the common areas or recreational facilities while the unit is leased.**

**5. ASSESSMENTS/MAINTENANCE PAYMENTS**

Regular maintenance payments are due quarterly on the 1<sup>st</sup> of January, April, July, and October. Payments received after the 15<sup>th</sup> of the month will incur a \$25.00 late fee. If necessary, monthly payment schedules may be accommodated by making arrangements directly with the Association's management office.

Due dates for special assessments are set by the Board of Directors. If the assessment is unpaid 15 days after the due date, a \$25.00 late fee will be added.

If either a regular maintenance payment or special assessment remains unpaid after thirty (30) days, it will be referred to the Association's collection agents. If the unpaid balance remains unsatisfied, a lien may be placed against the unit, and foreclosure proceedings commenced. The unit owner will be responsible for all collection and legal fees incurred.

If a unit owner is ninety (90) days or more overdue in payment of the maintenance or an assessment, access to use of the pool/recreation area, to the tele-entry system, and voting rights may be suspended.

**6. AUTOMOBILES AND OTHER VEHICLES**

**All vehicles must be parked facing in, backing in is prohibited. Parking in the lots for the Pool and Recreation areas is prohibited. Parking is not allowed on grass areas, swales or in the fire zones.**

**Parking is permitted only in the space assigned to your unit.** If a unit has more than one registered vehicle it can be parked in a guest spot in your building lot on a first come, first served basis.

**Open-backed vehicles with contents must have covers.**

**When moving into Palm Aire Country Club and you have a residential van, a picture of the vehicle must be provided to management when registering the vehicle in order to receive a parking sticker.**

**Only emergency repairs to a vehicle may be made on Association property.**

**Washing** a vehicle may only be done with a bucket in the unit owner's assigned space, or in a designated area. Hoses are not to be used.

**If a vehicle is left on Association property during an owner's extended absence, the management office should be notified as to who can move the vehicle in an emergency. Otherwise, it may be towed at the owner's expense.**

**Any vehicle that cannot move under its own power for any reason, does not display a valid parking sticker, does not have a current license plate, or otherwise violates the parking rules may be towed at the owner's expense.**

**Any vehicle that violates Pompano Beach Ordinance Number 96.40 for abandoned, wrecked, discarded, or dismantled vehicles will be towed.**

**Recreational vehicles** including, but not limited to motor homes, boats, trailers, and buses may not be parked in the lots or anywhere on the property.

**Commercial vehicles** including: those with signs or lettering, overhead racks, pipes, ladders, electrical equipment or other work-related items, windowless panel vans, vehicles with blacked out windows, trucks, etc. are only allowed to park in a lot, driveway, or carport during daylight hours while work is being performed on a unit. **They may not park overnight, and they may not back into a parking space.**

**Motorcycles** may park in the unit owner's parking space between the concrete bumper and the front of the vehicle. Guests may park in a guest space. Storage of any gas-powered vehicle inside a unit, storage area, or anywhere in a building, is strictly prohibited.

**PODS, other storage type containers and non-motorized objects may, with approval of the Board, be parked once for no more than five (5) days, must fit in one guest spot, and must have a parking permit (see 7 – Parking Permit).**

## **7. PARKING PERMITS**

Parking permits, stickers or hang tags are required due to limited parking facilities. **Every vehicle parked overnight must have a parking permit. Permits are obtained from the management office**

**between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday.**

**Parking stickers** are issued to unit owners and lessees. Driver's license, vehicle registration, and photo of vehicle (if applicable) required to receive a parking sticker. **The sticker must be affixed to the driver's side rear window, using the sticker's own adhesive. Stickers that are taped to the vehicle, were originally assigned to another vehicle, are reused, defaced, or altered in any way, will be considered missing and/or not in compliance, and the vehicle will be subject to towing. The following rules apply:**

When replacing or obtaining a parking sticker, the old sticker must be scraped off or a picture taken of the sticker and brought to management. If you are unable to remove the sticker, you must bring the vehicle to management to have a new sticker affixed to your car.

|                                    |                        |
|------------------------------------|------------------------|
| One licensed driver, one vehicle   | = one parking sticker  |
| One licensed driver, two vehicles  | = one parking sticker  |
| Two licensed drivers, one vehicle  | = one parking sticker  |
| Two licensed drivers, two vehicles | = two parking stickers |

A maximum of two (2) stickers may be issued to a single unit.

**Hang tags with an expiration date** are issued to overnight guests, seasonal lessees, and unit owners visiting with rental cars. The tag must hang from the rearview mirror, with the information side facing the windshield. **Hang tags that were originally assigned to another vehicle, or are reused, defaced, or altered in any way will be considered missing and/or not in compliance, and the vehicle will be subject to towing.**

## **8. TOWING**

Failure of unit owners, lessees, and guests to follow the rules and regulations as they relate to parking will result in citations being issued by the Association's night security guard, a red ticket will be issued, and the car towed the following day.

On the 1<sup>st</sup> night, a white ticket will be issued with a warning to cure the problem.

On the 2<sup>nd</sup> night, a white ticket will be issued with a warning to cure the problem.

On the 3<sup>rd</sup> night, a red ticket will be issued.

**THE FOLLOWING DAY THE VEHICLE WILL BE TOWED.**  
**THE UNIT OWNER IS RESPONSIBLE FOR ALL EXPENSES INCURRED.**

Ticketing for missing stickers and hang tags is suspended on Friday and Saturday nights.

9. **KEYS – RIGHT OF ACCESS TO UNITS**

**Florida Statute 718.111(5) gives the Association right of access to each unit for maintenance, repair, or replacement of any common element, or to prevent damage to the common elements or to other units.**

Each unit owner **must deposit a current set of keys** to the unit with the management office. Keys will only be used by the bonded pest exterminator and, in the event of required maintenance or a fire, water leak, or 911 call. If the owner has failed to provide a key and it is necessary to gain entry, the unit owner will be solely responsible for all damages incurred to enter the unit, as well as damages to common and limited common elements, and to other units.

10. **PEST CONTROL**

Once-a-month an exterminator services the exterior perimeter of the building. If you have a pest problem inside your unit, you must call management to arrange service inside your unit.

11. **COMMON and LIMITED COMMON ELEMENTS**

Common areas include, but are not limited to, sidewalks, catwalks, stairwells, lobbies, elevators, parking lots, roofs, laundry, storage and utility rooms, pool and recreation areas, landscaped areas, and outside walls.

**LIMITED COMMON ELEMENTS INCLUDE** patios, terraces, individual storage bins, unit owner doors, screens, and windows.

**For the safety of all residents, loitering or playing in any of the common areas is prohibited. This includes bicycling, skating, and skateboarding. Scooters and other recreational vehicles, as well as sport activities, are prohibited in these areas.**

**Absolutely NO SMOKING allowed in any common areas, including catwalks and entranceways, especially above any awnings as this**

**could be a fire hazard. Smoking is permitted in “DESIGNATED SMOKING AREAS” only.**

No shutters, awnings, canopies, or other projections are permitted outside of a unit’s walls, windows, or doors, except as described under Hurricane Preparedness.

### **CATWALKS and STAIRWELLS**

**No furniture, carriages, shopping carts, toys, plants, or other items are permitted on the catwalks or in the stairwells. This is for the safety of residents and satisfies Fire Department regulations. Failure to comply may result in a fine. Children may not play on the catwalks, as doors open outward and may pose a danger.**

**No items shall be hung over the railings.** Mops, brooms, etc., may not be shaken over the railings. Conversing from the catwalks to ground level is discouraged.

Nothing may be thrown from the catwalks.

### **LOBBY and ELEVATORS – IN CASE OF FIRE USE STAIRS**

- Smoking, drinking, and eating is prohibited in the lobby or on elevators.
- No one may use the elevators and lobby unless properly attired. Cover-up clothing must be worn over bathing suits. Footwear must be worn at all times.
- The Unit Owner is responsible for any damage caused by delivery people, contractors, lessees, and guests, whether it is to the elevator, walls, ceilings, floors, doors, or to the building itself. Contact your building representative or the management office to hang elevator pads, if available, when removing or expecting delivery of furniture or any large item. **The lobby side doors must be used when moving in or out, for deliveries of large items, and by service people and contractors. In buildings 1 to 13, the side doors are the same size as the unit front doors. If an item will not fit through the side door, it will not fit through the unit front door.**
- **Moving in or out permitted Monday through Saturday, 9:00 a.m. to 5 p.m. No move in/out Sunday or Holidays.**
- **Contractors’ access and construction work is permitted Monday through Saturday from 9:00 a.m. to 5:00 p.m. No loud**

**jackhammering or loud construction noise permitted Saturday, Sunday, or Holidays whatsoever.**

### **PARKING LOTS**

**Bicycling, rollerblading, skating, ball playing and other such activities are prohibited in the parking lots, pools, and recreation areas. This is for the safety of all residents.**

### **ROOFS**

**Only authorized personnel are permitted on the roof of any building. The unit owner is responsible for any damage to the roof or equipment located on the roof caused by contractors employed by the unit owner.**

**No antennas, aerials, satellite dishes or objects other than air conditioning units may be installed on the roof with the following exception: A satellite dish may only be installed on the unit's air conditioning stand. Nothing may be installed on the outside walls.**

### **LAUNDRY ROOMS**

**Washers and Dryers are strictly prohibited in all units of the high-rise buildings 1 through 13.** Laundry rooms are located behind the elevators in each of these buildings. Refillable cards for the machines are available in the management office. Unit owners may add value to the card at a machine located near the laundry room on a designated floor of each building. Remove clothing promptly from the washers and dryers and clean the dryer lint screen before leaving.

### **STORAGE AND UTILITY ROOMS**

Each unit owner in the high-rise building has a designated storage bin. No items are to be stored outside of the storage Bin. **The Association is not responsible for losses. NOTHING MAY BE STORED IN THE METERED UTILITY ROOMS.**

### **LANDSCAPED AREAS**

Additions, deletions, and modifications to landscaped areas are prohibited without approval of the Board of Directors.

### **WINDOWS and DOORS**

**All windows, doors and screens are the responsibility of the unit owner, with the sole exception being damage from a catastrophic event such as a hurricane. Hurricane shutters and impact glass**

**windows may be installed at the unit owner's expense. A permit from the City of Pompano Beach is required. Specification as to style and color is determined by the Board of Directors and may be obtained from the management office.**

### **PATIOS and TERRACES**

No clothesline or similar device is permitted on the patios or balconies or on any other part of the association property.

**Carpeting** of any type, including indoor/outdoor, is prohibited.

**Charcoal and/or gas grills** are strictly prohibited. Gas grills are available in the recreation areas.

## **12. POOL and GAZEBO AREAS**

### **POOLS**

**Use the pool at your own risk. NO LIFEGUARD IS ON DUTY. By Florida statute, there is no swimming from dusk to dawn.**

- Children under the age of twelve and those who cannot swim must be accompanied by an adult.
- Babies and others in need of diapers **must wear swim diapers** in the pool.
- Rules for proper use of the pool are posted at each pool and must be strictly followed.
- Playing of radios, CD's and other such equipment must be at a level so as not to disturb others. The tapes/discs of exercise groups may not be used between 11:00 a.m. and 5:00 p.m. unless there are no guests at the pool, or the volume disturbs no one.
- Reserving chairs, lounges and tables is not permitted.
- Glass items and food are not allowed in the pool area.

**Complete rules are posted at each pool.**

### **GAZEBOS**

The Gazebos/Recreation areas are open from 7:00 a.m. until 11:00 p.m.  
**No swimming permitted after dusk.**

The Gazebos at Rec 1, 2, and 4, may be reserved for a social function of 10 or more persons for a maximum of five (5) hours. The Rec Reservation must be made in advance with the management office, and

a deposit fee paid. The deposit fee of \$50.00 for Rec 1 or 2 is returned only if all garbage is removed and taken with you and no damage to the area has occurred.

The Rec Room at Rec 4 may be reserved for a social function of 10 or more persons for a maximum of five (5) hours. The Rec Reservation must be made in advance with the management office, and a deposit fee of \$200.00 paid, of which \$100.00 is refundable after the function only if area is cleaned, all garbage is removed and taken with you, no damage to furniture, equipment, walls, ceilings or surfaces marred from tape or decorations.

The pools remain open to all during the function. One copy of the Rec Reservation is posted on the bulletin board at the pool in advance, and a second copy must be carried at the function by the person reserving.

There are restrooms located in each of the three Pool areas. For security reasons the doors must be closed at all times. Do not prop them open.

**13. FLAMMABLES**

**No flammable, combustible or explosive item may be kept in any unit, patio, storage or utility room, recreation area or other common element.**

**14. BICYCLES**

Bicycles may not be parked in any of the common or limited common areas. If a building has designated an area to store bicycles, only those of owners or lessees in residence may be stored there. All bicycles must have the owner's name and unit number attached.

**15. NOISE and NUISANCES**

**Consider the rights of others. Noise must be kept to a minimum at all times, but particularly between 11:00 p.m. and 8:00 a.m. Conversations on terraces, catwalks, and parking lots should be kept at a minimum and at low levels during those hours. Sound carries.**

The unit owner or lessee shall not permit, cause, or allow anything to be done or kept in the unit which will increase the rate of insurance on the condominium property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noise. Neither will the unit owner or lessee commit or permit any nuisance or illegal acts on or about the condominium property.

16. **FLOOR COVERINGS**

In all units above the ground floor, hard surface material such as tile, wood, or laminate may be used only in the kitchen, foyer, bathrooms, and patios/terraces, not to exceed more than 20% of the unit. If the unit has hard surface floors exceeding more than 20%, and noise complaints are received by the Board, the unit owner will be required to install carpeting over the hard surface flooring.

Any unit owner desiring to install hard surface floors must submit to the Board for approval a copy of the permit from the City of Pompano Beach, and a copy of the contractor's contract stating what is to be installed prior to doing so. If noise complaints are registered, the owner will be required to install carpet.

17. **GARBAGE, TRASH**

Raw garbage, except for bones, should be disposed of in the sink garbage disposal unit. Other trash that is not recyclable must be tied securely in a bag and placed in the trash chute or the dumpster. **No pizza, cardboard boxes, or bags larger than the chute are to be put in the chute. To do so clogs the chute.**

**Debris from renovations, furniture, appliances, and the like are not to be put in the dumpster or left anywhere on the property. It is the unit owner's responsibility to dispose of the same.** Call the management office to find out how to arrange a pickup.

**Nothing is to be left at the front of the building, in the parking lot, or on the swale.**

18. **RECYCLING as required by City of Pompano Beach**

Villas, townhouses, and garden apartments each have their own recycling containers. In the high-rise buildings, the recycling containers are located in the dumpster room.

**Both Waste Contractor and the Association require that recyclable bottles and cans be thoroughly washed. Rotting food in unwashed containers will cause odors and attract insects and vermin.**

Cardboard containers and boxes must be broken down and flattened. **Remove crumbs from cardboard containers so as not to attract bugs and vermin. Do not recycle containers that are stained with food.** Large boxes are to be broken down and taken to the dumpster room.

Palm-Aire Country Club follows the current City regulations for recycling.

**What is recyclable? Clean items as follows:**

Plastics with the number 1, 2 or 3 in a triangle on the bottom of the container

Plastic bottles – no tops

Aluminum/tin cans

Glass jars/bottles – no tops

Milk/juice cartons

Newspaper, magazines, junk mail, office paper, telephone books

Cardboard containers – no crumbs

**What is not recyclable? Anything with food, bottle tops,**

Plastics with any number other than 1, 2 or 3

Wax paper, fast-food containers, Styrofoam, pizza boxes

Aerosol cans

Yogurt type containers, pastry boxes

Plastic bags including grocery bags

Electronics, electrical cords

Batteries, hangers, hazardous waste

Ceramics, plate glass, mirrors, fluorescent light bulbs

**Hazardous Waste and Electronics Recycling**

For a complete list of items that can be recycled, the locations for drop-off and the dates, please go to [www.pompanobeachfl.gov](http://www.pompanobeachfl.gov).

Proof of residency will be required.

They **accept:** computers, printers, monitors, cell phones, TV's, DVD players, etc.

They **also accept:** paint, pesticides, household chemicals, propane tanks, fluorescent light bulbs.

They **do not accept** appliances, furniture, bathroom fixtures (tubs, sinks) and construction debris.

**19. HURRICANE PREPAREDNESS**

The Board recommends that unit owners, at their expense, install hurricane impact windows and sliding doors or shutters. A permit is required from the City of Pompano Beach. Specifications for the window and door design may be obtained from the management office.

All plants, furniture and other objects must be removed from the porch and patio when a hurricane or large storm is expected.

In the event power is lost, elevators will not run in buildings 1-7. Emergency generators are installed in buildings 8-13. If you cannot navigate stairs, arrange for another place to stay until power is restored. Have a supply of water, flashlights, lanterns, and batteries on hand.

**20. SEASONAL OWNERS**

Seasonal unit owners must have someone in charge (apartment watcher) of the unit in case of emergency. It is advised that this person physically inspect the unit during your absence. Leave the name, address, and telephone number of your apartment watcher with the management office.

Prior to leaving:

Shut off the main water valve;

Close all windows securely;

Have the air conditioner serviced and leave it set at 78°F. This should prevent mold;

Notify the management office if your mailing address needs to be changed;

If you will be absent during the hurricane season, remove all objects from the patio, as described above.

**21. WATER LEAKS**

When a unit owner or lessee leaves for more than 48 hours, the main water valve should be shut off. It is recommended that a plumber periodically inspect the hot water heater and hoses, valves, and gaskets. The air conditioner should be serviced at least once per year to avoid malfunctions and leaks. These preventive measures will safeguard both your unit and that of your neighbor.

**22. INSURANCE**

The Association carries insurance on the building and the common elements. Damages to floors, walls, ceilings, windows, doors, furniture, clothing, and personal items are not covered by the Association policy. It is the unit owner's responsibility to carry Homeowner's or Renter's insurance.

23. **SECURITY**

**Outside doors of all buildings must be kept closed and locked at all times.**

**DO NOT LET STRANGERS INTO THE BUILDING.** Have them use the tele-entry system to gain access.

24. **SIGNS and ADVERTISING**

Except for the bulletin boards, no sign, advertisement, notice or other lettering, picture or drawing shall be exhibited, displayed, inscribed or printed in, on or upon any part of the Condominium property or in, on or upon any part of the property of any unit owner, so as to be seen from the outside of the unit.

25. **PETS**

**PETS ARE PROHIBITED. NO PET OF ANY OWNER, LESSEE, OR GUEST IS PERMITTED IN ANY UNIT, OR ANYWHERE ON ASSOCIATION #1'S PROPERTY with the following exception for service/support animals.**

If a unit owner or resident experiences a handicap or disability and seeks a waiver of the Association's No Pet Restriction, they *must* adhere to the following procedure **BEFORE** bringing that service or emotional support animal into their unit and upon Association property:

A. The unit owner or the resident must submit to the Association a written request to keep a service or emotional support animal in their unit as a reasonable accommodation for a handicap/disability. The request must be sent to the Association by certified mail, return receipt requested, or such other method that provides for verified delivery, such as Federal Express or UPS, or a written, signed receipt for hand delivery. The request must contain all the following information:

- The name of the resident or unit owner with the handicap/disability;
- The address of the unit where the animal is to be kept;
- The nature of the handicap/disability, as defined by the Fair Housing Act, that the unit owner or resident experiences and for which they seek to keep an animal;

- A photograph and a description of the animal by species, breed, color, weight, name, and any license or registration information obtained from any governmental authority.
  - Annually submit proof of the animal's inoculations.
- B. Upon receipt of a request from a unit owner or resident to keep an animal because of a handicap/disability, the Association shall be entitled to conduct an inquiry to the fullest extent permitted by law to verify whether the unit owner or resident is handicapped/disabled and to verify that an accommodation for an animal is reasonable and necessary. As provided under the applicable law, each request by a unit owner or resident will be reviewed by the Association on a case-by-case basis. The inquiry may be conducted by the Board of Directors, or their designated representatives, including their attorneys and other designated professionals.
- C. Any unit owner or resident who fails to comply with the above procedures relating to their animal while the Association's inquiry is being made, or at any time after a request for a reasonable accommodation has been made or approved, may have their request for an accommodation denied, or the approval for a service/support animal revoked, in which case the animal must be removed within ten (10) days after notice from the Board.
- D. The animal must be kept inside the unit, except when being transported from the community.

In the case of a dog:

- i) It must be kept on a leash no longer than eight (8) feet and be held by a person physically capable of controlling the dog. The dog may not rush, charge or otherwise assault.
- ii) The dog's waste must be picked up, sealed, and disposed of in the garbage. The dog is not permitted to defecate on Condominium property, except in grassy areas and not in the bushes. Waste must be immediately picked up by the individual walking the dog.
- iii) The dog shall not bark, whine, or otherwise create noise which is heard outside the unit or disturbs other residents and their guests.

- E. If a unit owner or resident dies, or permanently vacates their unit, they agree that their service/support animal must be removed from their unit within thirty (30) days of the event, unless otherwise approved by the Association, or otherwise legally required.
- F. Unit owners and residents applying for service/emotional support animals agree to comply with the Association's current and future pet policies as amended from time to time.
- G. In the event the service/emotional support animal dies, unit owners or residents must re-apply for approval by the Association pursuant to these rules. Approval by the Association will be given based upon the showing of continued medical necessity.
- H. Unit owners and residents with service/emotional support animals agree to indemnify and hold the Association harmless for any and all damages an emotional support/service animal(s) may cause. Additional information that may be required, as well as forms, are available in the management office.

**26. SALES. ALL PERSONS NAMED ON DEED MUST MEET ASSOCIATION'S 700 CREDIT REQUIREMENT**

Prior to any sale, the unit owner must file a "Notice of Proposed Sale" with the Association management office. This notice is available from the Association management office.

**NO SALE** may be to a company, corporation, partnership, firm or multifamily. Palm-Aire Association #1 is a multi-condominium and each Condominium's Documents state what percentage of the purchase price is required as a down payment.

Private Mortgages are prohibited.

Buyer must complete an online application. Instructions for online application are available at [www.palmaire1.net](http://www.palmaire1.net) or from the management office.

The Buyer and those who will occupy the unit will be interviewed by members of the Board prior to receiving a Certificate of Approval, which is required for occupancy and closing. Fifteen (15) days advance notice is required for scheduling the screening interview.

**OCCUPANCY PRIOR TO BOARD APPROVAL IS ABSOLUTELY PROHIBITED AND WILL SUBJECT OCCUPANT TO LEGAL ACTION AND UNIT OWNER TO LEGAL FEES.**

**A NEW PURCHASER MAY NOT RENT THE UNIT DURING THE FIRST TWENTY-FOUR (24) MONTHS OF OWNERSHIP.**

**No unit owner may own or hold an ownership interest in more than three (3) units within the Association at any one time, and no more than two (2) units within the same building.**

**The Condominium Documents and *RULES and REGULATIONS* are an integral part of all sales and transactions. The seller is obligated to transfer these documents to the new owner without charge. If the unit owner does not have these documents, they are available from the Association management office for a fee.**

**Realtors are prohibited from affixing a lockbox to a unit doors of any unit for sale or rent.**

**27. ALTERATIONS and STRUCTURAL CHANGES**

**No alternations or structural changes can be made inside or outside of the condominium unit without prior written approval of the Board of Directors and Permits from the City of Pompano Beach.**

Requests to the Board must be in written form and accompanied by a detailed description and architectural drawings, if appropriate. Included are the common elements, limited common elements, and any outside portion of the building(s).

City permits are currently not required for painting, wallpapering, installing carpet, and installing tile on terraces. A permit is required for everything else. The City may change the regulations, so check before beginning work.

Permits must be posted before work begins, or the city of Pompano Beach will issue stop work orders and levy fines. Contractors must be licensed in the State of Florida and insured. Contractors are responsible for removing all debris from the premises. **They MAY NOT put any debris removed from a work site into the building dumpsters.** Fines will be imposed on the unit owner for a contractor's failure to comply.

Work is only permitted Monday through Saturday between the hours of 9:00 a.m. and 5:00 p.m. No work permitted on Sundays and legal holidays.

**28. ARCHITECTURAL CONTROL**

With the exception of hurricane shutters, no awning, canopy, shutter, or other projection shall be attached to the walls, doors or roof of the building without written consent of the Board of Directors.

Terraces, balconies, patios, or porches may not be enclosed without written consent of the Board of Directors.

No blinds, shutters, shades, screens, curtains, or panels which would cause discord with the majority of the units shall be attached to windows or doors. All must be a neutral color, as seen from the outside.

Seasonal decorations are permitted if they do not cause discord with the majority of units. Exceptions are alarm or emergency personnel notifications.

No lock box is permitted on unit doors, unless it is a Board approved medical lockbox.

Terrace and balcony floors may not be carpeted. Only waterproof sealed paint or ceramic tile may be used on the terrace.

The upkeep of windows is the responsibility of the unit owner. This includes damage due to water seepage, flooding, etc. through the windows, as well as broken windowpanes.

Plants may not be placed on the catwalks. Anything planted by a unit owner in an area maintained by the Association will be removed at the owner's expense.

**29. REQUESTS FOR SERVICE**

All requests for service should be made promptly by telephone or e-mail to the Association management office. Give your name, condominium, and unit number. If no corrective action is taken, notify the Board of Directors in writing with all details, including the date and to whom the report was made.

**30. JANITORIAL and LANDSCAPING REQUESTS**

Unit owners may not direct employees of the janitorial, landscaping, or any other vendor of the Association. Forms requesting specific janitorial or landscaping tasks are available in the management office and should be **available in the lobby** of your building. These requests will be evaluated and scheduled. For immediate needs, contact the management office as described in Requests for Service.

**31. NOTIFICATION OF RULES VIOLATIONS and COMPLAINTS**

Complaints of any kind, including violations of the Rules and Regulations, and service or maintenance issues for the buildings and recreation areas, should be made to the management office either by calling, or e-mailing the management office.

If the issue is not resolved in a reasonable amount of time, a written notice should be sent to the Board of Directors at the management office detailing the complaint or rule violation. The unit owner's name, condominium number, unit number and a detailed description of the violation or complaint must be included.

**32. FINES**

**Violations of the Rules and Regulations may result in a fine.**

Violators, having received reasonable notice, will be requested to appear before a committee of other unit owners to present their case. The committee may recommend a fine not to exceed \$25.00 per day until the violation is cured, or the maximum of \$1,000.00 per violation is reached.

The fine must be paid by the unit owner, or a lien will be placed on the unit. Failure to cure the violation may lead to legal action.

**33. RECORDS, INSPECTION AND COPYING**

A unit owner may request, for inspection and copying, official records of the Condominium Association, as identified in Florida Statute 718. The Association management office requires five (5) days after receipt of the written request to retrieve the records. The request must specify which records, including dates or time periods.

Requests for records are limited to two times per month, per unit. The records will be available in the Association management office during working hours. Records may not leave the management office.

**34. MANAGEMENT, ASSOCIATION and CONTRACTOR EMPLOYEES**

No unit owner, lessee or guest shall direct, supervise, or in any manner attempt to control employees of the Association, management company, or contractors of the Association. Neither shall they employ any employee of the Association, management company, or contractor of the Association during working hours.

**35. BOARD OF DIRECTORS**

The Board of Directors is composed of nine (9) members who serve two-year staggered terms. Candidates for the Board may not be delinquent in payment of maintenance dues and may be subject to a criminal background check.

**36. MEETINGS**

Unit owners are encouraged to attend meetings. The Agenda for every Board meeting is posted 48 hours in advance of the meeting on the lobby bulletin board of each building, and on the bulletin boards at the gazebos. The Agenda includes the time and location of the meeting.

Generally, the Board meets at 9:00 a.m. on the 2<sup>nd</sup> Tuesday of every month, with the exception of July and August, when it does not meet. Occasionally, the Board will schedule a night meeting for the benefit of those owners who are unable to attend daytime meetings.

A unit owner wishing to bring a matter to the attention of the Board of Directors may send a letter to the Board ten (10) days in advance of the next Board meeting so that the matter may be added to the agenda. An owner attending a Board meeting may speak once on any agenda item by noting the item on the meeting sign-in sheet. The statement is limited to three (3) minutes, unless additional time is granted by the presiding officer.

The annual budget, and any special meetings, are noticed and posted within the time limit set by Florida law, and in the manner prescribed.

Only unit owners and other pertinent personnel may attend the condominium meetings described above.

## **IMPORTANT NUMBERS**

The Management Company is  
**Campbell Property Management**  
3500 Gateway Drive, Suite 202  
Pompano Beach, FL 33069

Main Number (954) 968-4481

Maintenance (954) 968-4484

Sales and Leasing (954) 935-7066

After Hours Maintenance Emergency (954) 968-4484

**POLICE, FIRE, AND/OR MEDICAL EMERGENCIES** 911

**POLICE NON-EMERGENCY** (954) 786-4200

**NIGHT SECURITY** (954) 798-7485