

**Rules and Regulations
Of
Parc Court Condominium Association, Inc.
April 2017**

The following are the Rules and Regulations for the Parc Court Condominium Association, Inc. as amended by the Board of Directors on April 13, 2017.

These Rules and Regulations shall apply to and be binding upon all unit owners, family members, guests, invitees, tenants, lessees, employees, agents, or any other person under the control or supervision of a unit owner.

The Rules and Regulations are as follows:

Alterations and/or Structural Modifications:

No alterations, additions, improvements, changes or modification to the common elements, limited common elements, the exterior of the buildings, or the exterior of a unit, is allowed without completing an Architectural Modification Request Form and prior written consent of the Board. No awning, canopy, shutter, hurricane shutter, antenna, satellite dish, wiring, nails and/or screws, or any other projection or decorative item shall be attached to or placed upon the outside walls, or roof of the condominium buildings without the prior written consent of the Board.

No alterations improvements, changes, or modifications to the interior of 2nd floor units can be made without an Interior Architectural Modification Request Form submitted and approved by the board of directors. If replacing current flooring, **an insulating, sound proofing layer must be utilized under the tile, wood or carpet, to inhibit the effect of noise to the adjacent or below units.** Florida building code requires that you meet or exceed the sound transmission class (STC) of 50 for air-borne noise and the impact insulation class (IIC) of 50 for impact sounds, such as footsteps.

Air Conditioning:

No air condition equipment other than equipment originally in the unit is permitted. Replacement of non-working equipment is permissible. No wall or window air condition units are permitted.

Association Employees and Contractors:

No unit owner or member of his family or guest shall give orders or instructions to association employees or contractors.

Children:

Each unit owner shall be responsible for the actions and any damage caused by their children or children visiting their unit. All children must comply with the Rules and Regulations of Parc Court. Children under twelve (12) years of age are not allowed in the pool or at the pool deck area

unless accompanied by an adult. No children under twelve (12) years of age are allowed in the spa.

Damaged Common Elements:

Any damage to the common elements, limited common elements, the condominium buildings, roadway, pool, spa, pool deck, clubhouse, and/or landscaped areas, caused by a unit owner or family members, guests, invitees, tenants, lessees, employees, agents, or any other person under the control or supervision of a unit owner, shall be the sole responsibility of the unit owner.

Decorations, Signs, and Article Display

Unit owners may temporarily display seasonal holiday decorations that are not attached to the buildings. Decorations shall be displayed no more than two (2) weeks prior to a specific holiday and removed no later than one (1) week after the holiday. The only exception is the major holiday season in December during which the decorations may be hung after Thanksgiving and removed no later than the first week in January. The decorations should not be distracting to neighbors or other residents. The only exceptions are those stated in Section 718.113 of the Florida Statutes which allows the display of the U.S. flag in a respectful manner, and the attachment on the frame of the door, a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep.

Flammable Materials:

No flammable, combustible, or explosive fluid, chemical, or substance shall be kept in any unit, garage, storage area, patio, or common element area, except as required for normal household use. The Florida Fire Prevention Code: (1) prohibits any cooking on a balcony of an apartment or condominium, or under any overhanging portion or within 10 feet (3 m) of any structure; (2) prohibits any cooking devices to be stored on balconies; and (3) prohibits the storage or use of 20 lb cylinders in multifamily buildings.

Guest Occupancy:

Temporary guests residing in a unit shall not create or cause an unreasonable source of noise, annoyance, or disturbance to other residents. All temporary guests are required to comply with all of the Rules and Regulations of the condominium, including parking, and other obligations created by the Declaration of Condominium and its exhibits. The Board reserves the right to limit the number of temporary guests that may reside in a unit at any time. The Board reserves the right to expel any temporary guest who violates these Rules and Regulations. A guest is defined as anyone residing in a unit for less than 60 (sixty) days. After 60 (sixty) days, they are considered a resident and must be screened.

Guns/Weapons:

No guns or weapons may be discharged on any portion of the condominium property, including the common areas and inside units, except as might be permitted in the event of any emergency under the laws of the State of Florida. Guns and weapons include, but are not limited to: rifles, shotguns, handguns, pistols, dart guns, BB guns, pellet guns, bow and arrows, and slingshots.

Hurricane Preparations:

Each unit owner who plans to be absent from his unit during the hurricane season must make the following preparations prior to their departure:

- Remove all furniture, plants and other moveable objects from the exterior portion of the unit and patio area; and
- Designate a responsible firm or person to care for the unit should the unit suffer hurricane damage, and furnish the management company with the contact information of such firm or person.

Any unit owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other unit owners and/or the common elements resulting from such failure. Plywood may not be nailed to the outside of the building around any window/door. If plywood is used, it must be nailed into the inside of the unit.

All hurricane shutters must be board approved prior to installation, and removed within 72 hours after the storm has passed.

Insurance:

The Association will continue to satisfy its insurance obligations under Florida law. However, the insurance for the Association generally only provides coverage for the damage to the structural elements of the building. It does not include coverage for floor coverings, wall or ceiling finishes, cabinetry, improvements, or the personal property contained within the unit, which is the insurance obligation of the unit owner or tenant. No item (such as 20 lb gas cylinders) that will increase the rate of insurance on the condominium property can be kept anywhere in the unit or on the property. Unit owners may also be responsible for the payment of any deductible under the Association's policy if damage is caused to their building by their negligence.

Noise/Nuisances:

No stereo, television, radio, or other sound equipment may be played or operated in such a manner that disturbs or annoys other residents. No person shall make or permit any disturbing noises (including barking dogs), engage in loud activities that disturb or annoy other residents, or engage in disorderly, profane, indecent, or unlawful conduct on any portion of the condominium property, including inside any unit.

Parking:

DO NOT convert your garage into a living area. Our docs explicitly state: "no portion of a garage required for the parking of an automobile shall be converted into a living space." The garage may not be altered in such a way that a vehicle cannot be parked in it.

Each unit has two (2) assigned parking spots: (1) the unit's garage and (2) the space or "limited common element", right in front of the garage. These two spaces are "exclusively yours." The rest of the driveways are "common elements" of the association, which means it is "shared by everyone". You cannot block the entry/exit of your neighbors. If a unit has more than two vehicles, and is infringing on the rights of others by blocking the entry/exit that is shared

("common element"), offsite parking arrangements must be made, or your car is subject to tow. **Unit owners, or residents, such as tenants, lessees, or long-term guests, may not park in the guest parking spaces located throughout Parc Court. The vehicle of any unit owner, or resident who uses guest parking is subject to immediate tow.**

A guest or visitor is defined as someone utilizing guest parking less than three (3) consecutive days within a 72 hour period (24 hours = 6am – 6am), whether that vehicle remains on property or comes and goes within that time frame. If a resident's guest needs longer than 3 consecutive days, the resident must contact Management for an extended parking permit.

The following parking rules shall apply to all unit owners, family members, guests, invitees, tenants, lessees, agents, or any other person under the control or supervision of a unit owner:

- Guests utilizing a guest parking space must have a Parc Court guest pass visible in their vehicle;
- No parking is allowed on the street, grass or sidewalk. No car may extend into the street from a driveway. Illegally parked vehicles (including resident vehicles parked in guest parking will be subject to tow at owner's expense);
- Parking of any commercial vehicles, vehicles with any visible advertisement/ lettering, or recreational vehicles, such as boats, jet skis, or trailers, in a driveway, along the road, or in a guest parking space, is strictly prohibited. These vehicles must be parked within a garage, with the door closed. This restriction does not prohibit the temporary parking of commercial vehicles making deliveries or providing services to any unit or the condominium property and they may park in the street if needed;
- Motorcycles and motorized scooters shall not be parked or placed in any area other than in a garage, driveway, or designated parking space. Motorcycles and motorized scooters shall not be parked on the sidewalks or in the courtyards; and
- No major repair of any motor vehicle is allowed. No vehicle may be placed upon blocks, jacks or similar device, anywhere on the condominium property.

Personal Property:

No chairs, benches, and/or tables are to be located in the courtyard. In addition, no more than 2 small (under 3 feet) personal items (potted plants, statues, and/or flags) per unit are permitted in the courtyard and on any Common Element and/or Limited Common Element of the Association. No planters/statues/flags are allowed in the courtyard beds. The personal property of a unit owner/lessee shall be stored within his unit or where applicable in assigned storage areas.

No hoses or trashcans are allowed to remain outside of any unit. They must be stored within the garage or storage area when not being used. Garage doors should not be kept open while the resident is not utilizing the garage or driveway.

Bicycles must be stored inside the garage or unit. They are not permitted to be stored outside the unit or garage.

Pets:

Owners may own only **one (1) cat or one (1) dog**. All owners of dogs, cats or other pets (including, but not limited to: birds, rabbits, reptiles and amphibians) are required to register their pets with the management company on the Pet Registration Form, acknowledging the rules and regulations regarding pets. In addition:

- All pets must be on a leash at all times when outdoors;
- No pet may be kept outside of any unit or upon any limited common element tied to a tree or by other means available;
- For all pets walked within the community, the unit owner will be responsible to clean up and dispose of the animal waste properly. There are four trash receptacles located on the property for bagged pet waste;
- No pets may be kept, bred or maintained for any commercial purpose; and
- No pets are permitted within the recreational facilities (pool, spa, pool deck area or clubhouse).

Owning a pet is not a right of the unit owner but is a license subject to termination at any time by the Board of Directors upon finding that the pet is vicious, repeatedly disturbing other residents, has become a nuisance to the community, is a threat to the health, safety, and welfare of the community, or for repeated violations of these rules and regulations. The Board has the right to require the removal of the pet from the community in these instances. Pet owners shall be strictly responsible for all liability or damages to persons or property caused by a pet on the premises.

Roof:

No person shall be permitted upon the roof of any building or shall cause anything to be placed on the roof of any building, for any reason, without prior written consent of the Board.

Service People:

No unit owner/lessee shall permit any service people, whether for purposes of maintenance, repair, replacement, or improvement to work in his unit before 8:00 A.M. or after 9:00 P.M., except in cases of emergencies.

Signs:

No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by any unit owner on any part of the outside or inside of any unit so as to be visible from outside of the unit, or upon any portion or part of the common elements.

Solicitations:

There shall be no solicitation permitted by any persons anywhere in or about the condominium property.

Swimming Pool/Spa:

The pool/spa hours are Dawn to Dusk. The pool, spa, and pool deck area are for owners, residents, and guests of Parc Court only. The Association may prevent access to any owner, resident, or tenant, who is not current on their Association fees. All rules and regulations posted at the pool are in full force and effect and should be strictly followed. In addition to any rules posted at the pool, the following rules are also in effect:

- Children under 12 years of age are not permitted in or around the swimming pool or spa unless accompanied by an adult;
- No children under 12 years of age are allowed to use the spa;
- No food or beverages are permitted in the pool or spa;
- **Glass is expressly prohibited in the pool deck area.** Beverages must be in plastic cups, cans, or Tervis type tumblers;
- Personal parties on the pool deck are prohibited. Owners/renters must rent the clubhouse for all personal parties. The pool deck is for all residents to use;
- Barbecues are not permitted in the pool deck area or around the gates leading into the pool deck area;
- All garbage must be disposed of properly in the trashcans located around the deck;
- The gates leading into the pool area must be kept closed at all times;
- Rafts and/or flotation devices are permitted only when they do not interfere with others using the swimming pool;
- No diving is permitted in the swimming pool;
- Anyone using suntan lotion or oil must cover any lounge or chair they are sitting on with a towel;
- Proper swim attire is required for all adults. All infants and toddlers must wear a swim diaper/pull-up or waterproof garment over a diaper while in the swimming pool;
- No pets are permitted in the pool/spa area and deck; and
- Running, high volume music, and extremely loud noises, (ie: screaming), disturbing to others, is prohibited. Residents have the right to quiet enjoyment in their homes and at the pool area.
- No skateboards, bikes or scooters are allowed inside the pool deck area.

You use the pool/spa at your own risk.

Trash/Garbage:

Trash and recyclables should be placed in the proper City of Plantation bags. Trash (blue bags) and recyclables (clear bags) may not be put out prior to 5:00 P.M. the evening before pick-up. Trash pick-up is every Wednesday and Saturday. Recycled plastics, cans, newspapers, bottles, etc. are picked up on Wednesdays only. If trash or recyclables are not collected by the City of Plantation, the resident must bring in any trash or recyclables that were not picked up. Neither one can be left out for the next pick-up day. Bulk Pick-up is once per month on Saturday only. See the Plantation city schedule or Parc Court newsletter for the exact dates. Residents placing items out for bulk pick-up prior to the Friday before the pick-up date are subject to immediate fines.

Waterbeds

No waterbed or flotation bedding system is permitted in any unit unless proof of insurance in the amount deemed reasonable to protect against personal injury and property damage, which may result there from, is provided to the Association.

Violations:

In the event of a violation by a unit owner of any of the provisions of the Declaration, the Articles or the By-Laws, or these Rules and Regulations, the Association shall have the right to assess fines against a unit owner or its occupants. The Board of Directors shall appoint a Fining Committee which shall be charged with determining whether there is probable cause that any of the provisions of the Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Association, have been violated. The due process procedure is as follows:

1. Informal Action: A letter of notice shall be sent to inform the unit owner or resident of a particular violation with a request for correcting or ceasing a particular activity within fifteen (15) days of the date sent.
2. Formal Action: If the violation continues, a formal written complaint, sent registered mail, combined with a Notice of Hearing before the Fining Committee will be sent to the respondent and/or owner, giving at least fourteen (14) days notice of the hearing. The Notice of Hearing before the Fining Committee will be convened within forty five (45) days of the Formal Action Letter. If the Fining Committee determines that a violation has indeed occurred, fines will be levied.
3. A fine pursuant to this section shall be assessed against the unit which the violator occupied at the time and shall be collectible in the same manner as any other assessment, including the imposition of late fees and the right to invoke the Association's lien rights as provided in the Declaration. Fines, late fees, and interest shall not exceed what is allowable under current Florida law. The person obligated to pay the fine shall also be charged interest at the highest rate permitted by law and costs and reasonable attorney's fees incurred by the Association in connection with the collection of same.

Our Violation Enforcement Policy is stated herein.

Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the Rules and Regulations, including but not limited to legal action for damages or injunctive relief.

PARC COURT CONDOMINIUM, INC.

RULES, REGULATIONS AND CC&R VIOLATION ENFORCEMENT POLICY

The Board of Directors of Parc Court Condominium Association, has established the following enforcement policy for Rules, Regulations, and Covenant, Conditions and Restrictions (CC&R's) violations and any applicable monetary fines for repeated violations. This policy was formed in accordance with Florida Statute 718.303* and the Declaration of Condominium**.

The term **violation** shall mean and include any failure to follow and/or observe the Association's Governing Documents.

The term **single violation** shall mean any violation of the Association's Governing Documents which has a definite commencement and cessation, but has occurred more than once.

The term **continuous violation** shall mean any violation of the Association's Governing Documents which is ongoing for a period of time and has not been cured within the time frame established by the Board for its remedy.

The Rules and Regulations state the due process procedure is as follows

Informal Action: A letter of notice shall be sent to inform the unit owner or resident of a particular violation with a request for correcting or ceasing a particular activity within fifteen (15) days of the date sent.

Formal Action: If the violation continues, a formal written complaint, sent registered mail, combined with a Notice of Hearing before the Fining Committee will be sent to the respondent and/or owner, giving at least fourteen (14) days notice of the hearing. The Notice of Hearing before the Fining Committee will be convened within forty five (45) days of the Formal Action Letter. If the Fining Committee determines that a violation has indeed occurred, fines will be levied.

References

*718.303 Obligations of owners and occupants; remedies.—

(3) The association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. A fine may not become a lien against a unit. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate.

(b) A fine or suspension may not be imposed unless the association first provides at least 14 days' written notice and an opportunity for a hearing to the unit owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other unit owners who are neither board members nor persons residing in a board member's household. If the committee does not agree, the fine or suspension may not be imposed.

** In the event of a violation by any unit owner or any tenant of a unit owner, or any person residing with them, or their guests or invitees, the Association shall have the right to impose a fine against the unit owner and the unit. (Declaration of Condominium Sections 20.1 and 20.2)

Fines Relating to the Non-Compliance of the CC&R's, Rules, and Regulations of the Association

SINGLE VIOLATIONS	PER OCCURANCE	MAXIMUM FINE
Dog not on leash	\$100.00	\$100.00
Not picking up dog poop	\$100.00	\$100.00
Trimming/Cutting of trees on Association Property	\$100.00	\$100.00
Failure to observe pool/spa rules	\$50.00	\$50.00
CONTINUOUS VIOLATIONS	PER DAY	MAXIMUM FINE
Alterations or structural modifications to buildings and/or common elements, limited common elements	\$50.00	\$500.00
20-lb gas tank anywhere on the property	\$100.00	\$1,000.00
Landscape modifications to any Common Element and/or Limited Common Element	\$50.00	\$500.00
Holiday decorations/signs displayed longer than allowed	\$50.00	\$500.00
Excess items (plants, statues, etc) in courtyards and on any Common Element and/or Limited Common Element	\$50.00	\$500.00
Personal property (chairs, benches, and/or tables) in the courtyards	\$50.00	\$500.00
Hoses or trashcans found outside of any unit	\$25.00	\$250.00
Bulk Pick-up items placed on Common Elements prior to 5 PM Friday, the day before the Saturday pick-up date	\$50.00	\$500.00