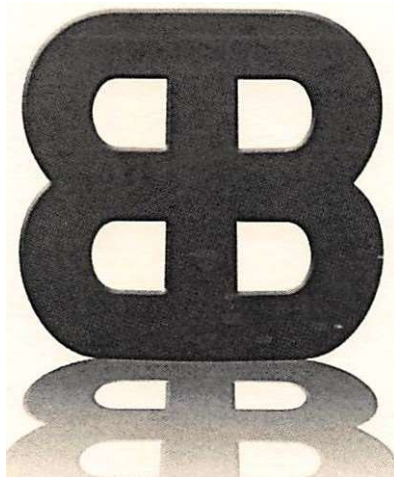


As of 8/12/2020

The Beresford

A Private Condominium Association



Rules & Regulations

Revised June 2020

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PREFACE

The Beresford Condominium Association, Inc. is a community of fifty-three owners and their respective residential units. The interior of your apartment is your private home in the same sense as if it were a single dwelling. You own it and are responsible for maintaining it.

Each owner also owns a share of the additional property owned by our association.

The following Rules and Regulations have been adopted by your Board of Directors or are restated from our official governing documents and/or Florida laws.

These regulations have been established to create an environment for our community that is safe and enjoyable for all. The environment is ever changing and the Board must adapt as needed to best address any future circumstances that affect us.

The Manager has been directed by the Board of Directors to implement these Rules and Regulations.

These Rules are intended for daily, non-emergency purposes and the Board reserves the right to impose and implement emergency rules in the event a city, county, state or the U.S. Government declare an emergency.

I. BUILDING EXTERIOR, BALCONIES

- A. The exterior of the condominium and all other areas appurtenant to the condominium shall not be painted, decorated, or modified by any owner in any manner except as hereafter or officially provided;
- B. Window decorations, draperies, shades, blinds, etc., which are not a neutral color must be approved by the Board. These may not detract from the appearance of the building in the Board's exclusive opinion;
- C. Awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans, or air-conditioning devices may NOT be used in or about the condominium except as approved by the Association, which may withhold its approval for purely aesthetic considerations;
- D. Signs, advertisements, letters, memos, or notices shall NOT be exhibited, distributed, displayed, inscribed, painted, or affixed in or upon any part of the condominium property (including trash room exterior doors) unless approved by the manager or the Board;
- E. Balconies are to be kept clean and in good appearance at all times. Articles of clothing, towels, beach-apparel, cleaning materials, etc. may NOT be placed on balconies or railings where they may be visible from the outside;
- F. Nothing may be thrown, poured, or shaken from owner balconies. Cigarettes and matches are particularly dangerous and must not be tossed over the railing;
- G. Extreme care should be exercised in order to prevent water or debris from cascading downward and onto balconies and railings located below your unit. Only damp mops may be used on balcony floors. Windows, metal railings, and their glass components particularly should also be cleaned very carefully with caution in order to avoid debris or water disturbing lower or neighboring units;
- H. Hosing is not permitted. Sweeping debris off your balconies is not permitted;

- I. Cooking of any form is not permitted on the balconies;
- J. Owners shall remove all loose, removable objects from balconies during a hurricane or high-wind alert or whenever their condominium unit is to remain vacant for an extended time. Owners are responsible for any property damage and injury caused by loose objects falling from their balconies;
- K. Radios, TV's, and electronic audio devices should be played at a volume that does not disturb others;
- L. Tile and balcony floor coverings must conform to the current local and/or state Construction and/or Association Rules and Laws as to waterproofing and all other provisions. Please obtain copies from our manager;
- ~~M. Smoking on balconies is not permitted.~~
- N. In the event of Hurricane Watch or Warning, balcony furniture (including plants) and other moveable items must be brought inside forty-eight (48) hours before storm arrival. Travelling owners should always move furniture inside in the months from June 1 through November 30. If Beresford is asked to move furniture, a \$50.00 fee will be applied. If Beresford must remove without permission, a \$100.00 fee will be applied.
- O. Balcony doors should not be left open for prolonged periods of time as this adds a load of hot air to the hallway. Increased energy use is then required to cool the hallway as well as the other units on the entire floor. The increased energy use is wasteful and results in increased electricity expense for neighbors and our community. Furthermore, the building's cooling system is not designed to handle these large overloads;

Additionally, there will be increased condensation at the (prolonged open) balcony door area. This creates a potential for damage to the concrete. Accordingly, leaving a balcony door open for prolonged periods **is not permitted. While we understand the desire for fresh air, balcony doors must be closed as much as feasible.**

II. BUILDING INTERIOR, HALLWAYS, MAILBOXES

- A. Smoking is prohibited in hallways and elevators and all common areas;
- B. An owner's name or company name shall NOT be posted on the exterior of mailboxes. These may be taped inside the mailbox, if desired. The mail carrier opens the outer covering of the mailboxes so that the exterior is not visible when the mail is inserted;
- C. Changes to hallway decor are strictly prohibited without the written approval of the Board. No objects are to be placed on the tables in the hallways, and no pictures or other wall hangings may be displayed on the doors or walls;
- D. Apartment entrance doors must be kept closed at all times except when being used for immediate ingress or egress;
- E. Owners may not alter, remove, maintain, add to, or change any portion of our common areas and their furnishings.

III. NOISE

Out of respect for fellow owners:

- A. Unreasonable noises that will create a disturbance to other residents are prohibited;
- B. Any work requiring the use of tools such as drills, hammers, vacuums, etc. that creates noise is to be performed during the hours between 8:30 a.m. and 5:00 p.m. Monday through Friday. Exceptional circumstances may be brought to the Manager's attention for special consideration;
- C. Owners are to advise the Manager of any planned minor or major construction work in the interior of an apartment BEFORE the work begins; All work must conform to the Beresford's construction requirements which are available from the building Manager.

- D. In the event tile or any other hard surface flooring is installed anywhere in a unit, including the kitchen and bathrooms, adequate sound proofing at least one-half inch thick must be utilized. The Board of Directors or manager must give written consent and approval prior to and after completion of the soundproofing and installation of the flooring; All work must be inspected by the Beresford's engineer;
- E. Routine household maintenance involving the use of noisy equipment, such as vacuum cleaners should not begin before 8:30 a.m.;
- F. Residents and their guests should maintain a low noise-level in the swimming pool area;
- G. Cell phone conversations shall not be held in common areas where they may disturb others. Any cell phone conversation must be conducted in a private area and away from the pool, gym and other common areas if there are others within hearing range. Speaker phone settings shall not be used for cell phone conversations in any of these common areas.

IV. GARBAGE AND TRASH DISPOSAL

- A. The kitchen disposal unit may be used for all waste that can be suitably ground;
- B. Rinsed bottles and jars should be placed in a plastic bag in the trash room for pick up. Newspapers should be neatly stacked and placed in the hallway trash closet. All other food waste must be put in securely tied plastic bags before placing it in the trash-chute;
- C. To avoid clogging the chute, do not force anything through the chute door. Proper disposal will help avoid odors, maintain proper sanitation, and avoid the attraction of household pests;
- D. The trash chute is to be used for properly wrapped or bagged waste paper, cans, and similar disposable items;
- E. Loose contents of wastebaskets, ashtrays, and packing materials should be bagged and securely tied prior to placement in the

chute. The Manager should be contacted for disposal instructions regarding hazardous or flammable materials;

- F. Cardboard Boxes must be broken down before bringing to Trash Room and ones larger than 12x12 must be brought down to the garage and placed in the marked bin for Cardboard Boxes. This is to avoid large boxes blocking the trash room for other owners.
- G. Owners must instruct movers or delivery persons to remove all boxes and packing materials from the condominium property. These materials ARE NOT to be placed in the trash room, parking areas, or halls;
- H. Owners are responsible for the removal of all excess materials and debris resulting from alteration or improvement of an apartment;
- I. Owners are responsible for placing any cardboard boxes and trash that will not fit down the trash chute in the garbage bin, which is located in the garage. Such items are not to be left in the trash-room;
- J. Owners may be assessed and billed for disposal costs of any items which are not permitted to be placed in the Association's dumpster. This dumpster is only used for routine garbage and trash disposal;
- K. Owners moving out of the building and those moving into the building are required to pay a deposit (current rate) to insure all boxes, trash, and other items are properly disposed or removed from the building. This deposit shall be used to pay for such disposal if necessary or returned to the remitter. If this is overlooked, it will be added to a future assessment.

V. ELEVATORS

- A. Smoking is not allowed in any common areas of the condominium, including the elevators;
- B. The Service Elevator must be used for:
 - 1. Grocery and valet carts;
 - 2. Large individual pieces or large amounts of luggage;
 - 3. Delivering and transporting large items;

4. Moving bulky construction materials, debris, and waste materials;
 5. Tools, instruments, equipment, and other obtrusive items that may interfere with other occupants;
 6. Moving large pieces or amounts of furniture, appliances, and household items in or out of the unit.
- C. Moving time is restricted to Monday through Friday and the hours between 9:00 a.m. and 5:00 p.m.;
- D. All moving must be scheduled through the Manager's Office;
- E. Persons in wet and/or sandy bathing attire or carrying wet or sandy beach towels must use the side entrances and service elevator or the stairs.
- F. All service personnel, trades persons, building maintenance personnel, and domestic employees carrying obtrusive items must use the service elevator or the stairs.

VI. SECURITY

- A. All exterior apartment doors should be locked at all times;
- B. Maximum security requires the continuous cooperation of all owners. Owners should immediately notify the Security Guards of any suspicious person or incident;
- C. Owners should refrain from distracting the Security Personnel from their assigned duties and they should neither instruct nor criticize them directly. All staff should be treated with respect. Any criticism, instruction or other issue regarding staff should be directed to the Manager in an appropriate manner;
- D. Owners should notify the Manager whenever any apartment is to be left unoccupied for more than twenty-four (24) hours;
- E. Florida law requires that a key to each apartment must be deposited with the Manager for use in an emergency and to maintain common elements;

- F. Exterior locks may not be changed except with the approval of the Association and, in such event, a key to the new lock shall be deposited with the Manager;

- G. Security Personnel are required to intercept any stranger entering the building. To avoid confusion and annoyance, notify Security in advance of expected visitors and guests using BuildingLink or in writing. Please notify Security if possible when trades-persons or service personnel leave your apartment. Everyone entering the building with the exception of owners and their live-in guests must sign in and out with the Security desk;
- H. Other than an emergency, only the Manager or his/her delegate will be permitted access to an apartment without prior authorization. Please request an authorization form if you wish to allow access to others using BuildingLink or in writing;
- I. Security Personnel shall not be asked to perform services that may interfere with their assigned duties. They shall not be asked to perform duties outside their assigned duties. Availability permitting, the Roving Security Guard will help remove grocery bags and packages from your car and take them as far as the Service Elevator. The Roving Guard may assist with luggage from your apartment to your car or from your car to the apartment. If an owner has special requests or needs from any staff member, they must request same through the Manager so an accommodation may be made as appropriate. The Security Guards are not to start or cancel newspapers, make or cancel appointments, or make phone calls for owners or their guests;
- J. ~~Medeco keys~~ Entry fobs to outside doors and elevators may only be given to immediate family and guests while they are in residence. This is a SECURITY ISSUE. ~~Medeco keys~~ Entry fobs allow access to the building and thus to elevators and all hallways and common areas within the building;
- K. The elevators are not to be used after a fire alarm is sounded. Use the stairs until the all clear is given.

VII. PARKING, GARAGE, BICYCLES

- A. Only an owner, guest, or family member may use a garage space. An owner may give written authorization to the Manager to permit use by such a person. Garage parking spaces may not be used for any purpose other than parking appropriate private “motor” vehicles as defined by US Code 31. Nothing is permitted in a parking space other than one (1) motor vehicle.
- B. A vehicle, which cannot operate on its own power, shall not remain within condominium property for more than seventy-two (72) hours. Repair of vehicles shall not be performed on the condominium property other than recharging a battery or changing a tire;
- C. A parking lottery may be held annually for annual usage by an owner of an Association spot.
- D. Trucks, trailers, large vans and vehicles must be parked in designated spots in the Service Parking Area and for no longer than twenty-four (24) hours unless approved by management;
- E. Owners are required to provide the Manager access to a duplicate set of automobile keys so that the vehicle may be moved during an emergency or if necessary to maintain the garage or parking deck. The duplicate key may be left on a kitchen counter or table within their unit. Cars will be towed at the owner's expense if a key is not provided in a timely manner when necessary and requested;
- F. Vehicles are required to park facing the wall in both lower and upper parking spaces unless there are extenuating circumstances (electric charging, mobility, etc.) with low emission vehicles that have been approved by management;
- G. Vehicles must be parked within the painted lines and pulled up close to the bumpers. No parking is permitted within the driving lanes or in such manner as to impede access to another space;
- H. Vehicles may not exceed five (5) miles per hour within the garage and property and must obey all stop and directional signs within the condominium property;

- I. Bicycles must be tagged with the name of the owner. If the manager is unable to identify its owner the bicycle may be moved or discarded. Only bicycles may be parked in the designated bicycle areas;
- J. All employees of the Association, of individual residents, and all service personnel shall park in the north upper lot parking area;
- K. Surveillance cameras may not be disconnected, interfered-with, or moved;
- L. Vehicles may not be parked on the grass areas on the west side of ALA;
- M. Upper parking spaces marked "For Owners Only" are not to be used by visitors;
- N. Automobiles leaking fluids must be serviced as soon as possible. In the interim, owners, at their expense, must provide a pan or container to collect and hold these fluids. The container must be cleaned frequently so that there is no odor or unsightliness.

VIII. SWIMMING POOL, BEACH

- A. All persons using the pool do so at their own risk;
- B. The pool may be used from 8:00 a.m. to dusk;
- C. All persons are required to shower at poolside before entering the Pool;
- D. As there are no lifeguards on duty, an adult must accompany children under the age of 12 years at all times to supervise their activities in the pool. This is for the child's own safety;
- E. Any individual regardless of age, who is incontinent must use waterproof swim attire specifically designed for pool use;

- F. Persons using the beach area must remove tar and sand from their feet before entering the pool area or the building. Please use the hose located near the beachgate;
- G. All pool chairs must be covered with a beach towel. If pool chairs, ocean-side deck chairs, or tables are moved they must be returned to their original location(s);
- H. Food is not permitted in the pool area, except for building sponsored parties, in the area of the grill, and for short times at the ocean-side deck. Consideration should be given to others who may simultaneously wish to use the deck. Group eating on the deck is discouraged and should be kept to 15 minutes while others are using the deck and during times when there will likely be others who wish to use the deck. Eating at the barbeque area is recommended when a longer time is preferred;
- I. Liquid beverages are permitted. Glass bottles (and glass of any kind) are not permitted. Owners are responsible for placing all refuse in a trash container or removing refuse and restoring the area as it was;
- J. Persons going to and from their unit to the pool or beach areas should be properly covered and must not be barefoot within the building. Please use the South Door. Bathers must not be dripping-wet if entering the building and must use the service elevator or stairs if sandy or wet;
- K. Small, 36 inches or less, lightweight floating objects are permitted in the pool. Such use must not interfere with others;
- L. Running in the pool area is prohibited;
- M. No one with a cold, respiratory infection, bandaged large wounds, communicable disease, or an acute skin disorder may enter the pool;
- N. In addition to the beach chairs provided by the beach company, Beresford beach chairs are available for your use. Please return them cleaned of all sand to the storage area. Saving seats for more than 20 minutes is not permitted. After a 20-minute absence a Beresford employee may remove items left on beach and pool chairs and neatly place them beside the

chair so that others may use the chair. Unattended Beach Chairs left on the Beach are frequently taken by strangers. **Owners taking Beach Chairs to the Beach are responsible for returning them to their storage area;**

- O. When others are nearby, residents and guests must keep the noise-level, including cell phone rings, at a low level in the area of the swimming pool. Please use vibrate, low, or silent phone ringing modes;
- P. Cell phones shall not be used so as to disturb others. Any cell phone conversation must be conducted in a private area and away from the pool if there are others within hearing range; need to use the same language here as used in regard to cell phones in common areas)
- Q. Smoking at the Pool and contiguous areas is not permitted;
- R. Pool Temperature shall be between 80°F and 84°F. Neither **maintenance persons nor owners are permitted to change this. Owner tampering with pool temperature may result in a fine.**

IX. LOBBY, SOCIAL ROOM, PARTIES

- A. Appropriate attire is required in all common areas. Bare feet are not permitted except in the pool area;
- B. Wearing wet Bathing Suits in the Social Room is prohibited. Children and adults are required to change from wearing wet attire into dry attire should they wish to enter the party room for any purpose;
- C. The Social Room is to be used primarily for Association-sponsored social functions or activities. When it is not in use by the Association, it may be reserved by owners through the Manager and used for owners' private parties for no more than 75 people, in accordance with the following rules:
 - 1 A deposit is required (at current Assoc. rate) to be made when reserving the social room for a private event. This

deposit may be used to pay for damage or cleaning the room, furniture, and carpeting if not taken care of by the owner within 24 hours;

- 2 Reservations may be made no longer than 12 months in advance;
3. Reservations shall be granted in the order received;
4. No more than 3 reservations per unit in advance may be made. Another 3 reservations may be made after the prior three have been used;
5. Children's parties or teenage parties are not permitted;
6. Children or teenagers are not permitted to attend parties unless accompanied by an adult;
7. Parties for business purposes, office parties, parties for outside organizations, or for sponsoring charities are not permitted;
- 8 Application and reservation forms must be filled out and permission for such use must be arranged through the Manager. The Manager must be furnished with complete information about the party, such as type of party, number of guests, etc. A complete guest list is to be given to Security at least 1 day in advance. The Manager at owner's expense may employ an extra guard if the Manager deems it necessary;
- 9 The owner sponsoring the party will be responsible for cleaning-up and the restoration of the Social Room and kitchen as well as turning off all lights and closing all doors;
- 10 Assistance with additional chairs or any special arrangements must be scheduled 48 hours in advance. Direct payment to any employee(s) required to assist during their time-off.
11. If an owner intends to use the Social Room for spontaneous, unplanned activities such as a small group having lunch or snacks or similar usage, a Facility Fee may be required (at current Assoc. rate) must be provided to the Manager in advance. This Deposit shall remain in an Association bank account as a deposit for future spontaneous usage. Provided a deposit has been paid in advance, an owner may use the Social Room at times when it has not been already scheduled. The deposit may be used to pay for necessary cleaning and/or any

damage attributed to the owner's use of the Party Room.

Special Rules for Holiday Reservations:

Holidays are defined as the periods covering Thanksgiving, Christmas and New Year, and Passover-Easter. The Christmas and New Year period is defined as December 10th through January 2nd. Reservations for the social room for these times shall be made a year in advance.

If more than 2 owners wish to make a reservation for the same date, priority shall be given to an owner or owners who has/have not reserved the social room during the preceding 3 years. If two or more owners remain after eliminating ineligible owners, a lottery shall determine the owner who will use the room. The lottery shall be held eleven months prior to dates requested.

Reservations for dates other than Special Holidays:

Reservations for identical dates and times made by 2 or more owners for dates that are more than 8 weeks in advance shall be determined by a lottery. Reservations made less than 8 weeks in advance shall be determined by the order in which they are received.

Beresford Social Room Agreement

By use of the Social Room an Owner Agrees to the following:

I agree to pay in advance the required deposit to be used as stated in our rules.

If this deposit is unpaid for any reason, I agree to be invoiced and promptly pay for all costs of any remaining cleanup, replacement, and/or repairs resulting from my use of the Party room. Time exceeding 20 minutes required to clean up will be billed to the owner(s).

I agree that any amount remaining unpaid 15 days after an invoice

is mailed or personally delivered shall be subject to the same late fees, interest, and terms that pertain to late or unpaid assessments owed the Association.

X. GYM/EXERCISE ROOM

A. Your use of the equipment and facility implies you accept and agree with the following:

1. All persons using the Exercise and Fitness Room do so at their own risk and are personally responsible for their welfare;
2. You agree to hold the Association harmless for any injuries or damages attributed to your usage of the facility and equipment. Children under fourteen (14) years of age are not permitted to use this room unless accompanied by an adult. This rule is for the child's own safety;
3. Due to limited space and potential liability issues, personally owned items may not be left remaining in the fitness room;
4. No food or beverages other than bottled water are permitted;
5. Please return the TV Remote Control to its designated storage location;
6. The key to the AC Thermostat is available from the Security Desk. Please return the AC Thermostat to 72 degrees when leaving;
7. Please see if there are any new additional posted rules within the fitness room in the future.

XJ. STORAGE ROOMS

- A. Flammable or hazardous materials may not be placed in the Storage Rooms located in the basement or outside of individual units ;
- B. Personal property must be completely contained in one's locker. Aisles and areas outside the locker may not be used for personal storage;
- C. Do not place any object/s on top of the storage lockers as this may block sprinkler heads. We must be certain the sprinklers will perform properly;

- D. Improperly placed property will be removed by management shortly after the owner is notified of the infraction.
- E. Owners are responsible for their own storage space security to include providing own lock. The Beresford reserves the right to access the locker in the event of an emergency or upon Owner request to cut the lock to access (ie. fire, lost key, etc.) The Beresford assumes no liability of indemnification for same.

XII. ROOF

- A. Only persons authorized by the manager or a board member are permitted on the roof.

XIII. CHILDREN

- A. Children are not to play in halls, stairways, the lobby, or garage. They should not interfere with the operation of the elevators. Reasonable supervision must be exercised when children are playing on the grounds, pool area, or beach. This rule is for the children's own personal safety as well as for the comfort of owners;
- B. Additional Rules regarding children's own personal safety may be found under the sections for Exercise Room, Party Room, and Swimming Pool.

XIV. HOUSEGUESTS & RESIDENCY

- A. Units are to be used solely as the residence of owners, their spouse or domestic partner, and members of their immediate family. Immediate family is defined as husband, wife, children, grandchildren, sisters, brothers, parents, and spouses of these individuals;
- B. Guests, other than "immediate family" as described above are permitted only when an owner is in residence;
- C. Members of the owner's immediate family (as defined above) who are over age 18 may occupy the unit without the owner

being present. Others will not be permitted, without the owner present, to occupy a unit, parking spacing or boat slip. No more than 8 persons may remain overnight in a unit unless further limited by zoning or fire regulations;

- D. Owners while, in residence, may have guests at their discretion. Guests must check in at the security desk upon arrival. Please inform security ~~of~~ and provide a list of expected guests by using BuildingLink or in writing;
- E. Owners are responsible for the conduct of their guests within the condominium property and shall familiarize their houseguests with these rules and regulations.

XV. LEASING OR RENTING

- A. The Declaration of Condominium as amended do not permit leasing or renting of any unit or limited common area such as the boat deck.

XVI. PETS

- A. The Declaration of Condominium as amended does not permit pets. The only exceptions are for service animals and support animals. For detailed information please refer to the policy attached to these Rules and Regulations.
- B. Under no circumstance should stray animals be fed on Beresford Property. This creates a health hazard and attracts predatory and/or other wild animals that are aggressive and may have rabies.

XVII. SALES

A. The Board of Directors shall be advised in writing of any intent to sell a unit. A sales application form should be obtained from the Manager and completed by the potential buyer so that information about the proposed sale and the buyer is provided. A fee will be applied payable to the Association shall accompany the application. Within (30)

thirty business days after the receipt of the application and required supplemental information and interview of the buyer by the Board of Directors, the Board will notify the owner if the proposed new owner has been approved;

- B. Please refer to the Declaration of Condominium for additional information regarding sales.

XVIII. MANAGEMENT

- A. The Manager's Office will be open for the transaction of business from 8:00 a.m. to 4:00 p.m. Monday through Friday or as posted. In the event of any urgent matter after office hours, contact the Security Office at 561-368-7444;
- B. The Manager hires and supervises all employees, administers the business office, and supervises maintenance of the building and grounds. The Board of Directors establishes guidelines and policies for the Manager to implement and follow;
- C. Any criticism or other issue pertaining to employees shall be directed to the Manager, not to any member of the Board of Directors. Owners shall not give orders to or reprimand any employees. Please do this via the manager.

XIX. SERVICE

- A. Staff shall not be asked to perform personal services for owners that will interfere with their assigned duties. If an owner has a special need, he or she may consult with the Manager so that accommodation can be made as appropriate.. They are not permitted in owners' units unless approved by the manager;
- B. If an owner requires a security guard's assistance when arriving, a cell phone call to security a short time in advance is recommended;
- C. Persons with special-needs and disabilities will be given priority for assistance;
- D. The Association's maintenance employees may provide minor

maintenance and repairs which do not require more than 20 minutes during regular working hours. Requests for such service are to be made to the Manager and shall not be made directly to any employee. Such service is offered as an accommodation to the members and not an obligation of the Association;

XX. MOVING & DELIVERIES

- A. All moving and deliveries that require the extended use of the Service Elevator must be scheduled with the Manager in advance;
- B. Moving and large deliveries are to be scheduled and completed Monday through Friday during the hours of 9 a.m. to 5 p.m.;
- C. Movers or delivery-persons are to be instructed by the owner to take all boxes and packing materials with them when they leave the condominium property. These materials are not to be placed in the trash room, the trash chute, or the halls. Owners will be **Assessed and billed or costs will be deducted from their Deposit** for disposal costs of any items which cannot be placed in the Association's dumpster. The dumpster is only used for routine garbage and trash disposal.

XXI. GENERAL

- A. Fire Doors are not to be used for ingress or egress except in an emergency;
- B. Apartments are to be used as residences and may not be used as business or commercial offices;
- C. Occupancy of an Apartment Unit is restricted to a single family and no more than 8 persons shall reside overnight;
- D. Owners are responsible for all water damage resulting from accidents or their misuse of plumbing, washing machines, balcony or floor washing, AC units, hot water tanks, or their failure to make needed repairs. Owners are urged to check

their insurance policies to make sure they are covered for this liability;

- E. Owners are responsible for any damage to the Condominium property caused by them, their guests, agents, or by others performing services on their behalf;
- F. All deliveries shall be made to the Security Desk and retrieved by the owner expeditiously after notification that a delivery has been received. The Association shall not be responsible for the loss or damage to any such property;
- G. Owners are required to bring convenience carts back to the original garage or security location they obtained and NOT to leave in any elevator. For resident requiring special assistance due to physical limitations, an exception may be made. Residents are requested to notify the Security Office whenever a shopping or luggage cart has been left in the Service Elevator.
- H. Carts are not to be left in hallways for more than 10 minutes. This is a fire- safety hazard and against regulation. Carts and Luggage Carriers are not allowed inside units for more than 15 minutes;
- I. Owners are requested to take precautions to prevent cooking odors from permeating the corridors;
- J. When a clothes washer is not in use for an extended period, water must be turned off at the source to prevent potential flooding from a worn or loose hose or other defects;
- K. Owners are required to notify management regarding the nature and scope of any renovation. Please obtain a list of our building's requirements and Construction Rules;
- L. During a unit's renovation, the hallway carpet or floor covering from the entrance door of the service elevator to the apartment door must be covered with an association-approved material to protect it.
- M. At the time of this Rules update, we are experiencing a Pandemic and laws have been imposed on local and state levels

to protect citizens which need to be applied to the Association. The following Rules are enforceable under these provisions for fines while they still exist by virtue of posted notice:

- (1) **Owner and/or Guest failure to properly wear a mask or legally acceptable face shield or covering in indoor common areas that covers the mouth and nose when being used.**
- (2) Using elevators when the limit is two unrelated persons.
- (3) Using common areas (such as the gym, pool, etc) that have been closed or restricted.
- (4) Failure to Quarantine as mandated by law.

XXII. VIOLATIONS, COMPLAINTS, SUGGESTIONS

- A. Violations of rules shall be reported to the Manager, preferably in writing, not to the Board of Directors of the Association;
- B. The Manager will then notify the owner about a rule infraction;
- C. If a violation is “curable” and continues and/or is not cured within five (5) business day, the Manager may then request the Board to take additional and appropriate actions;
- D. That some violations having been continual or egregious are subject to a referral to the Fine Committee as decided by the Board of Directors;
- E. The Board of Directors, under the Declaration of Condominium, has the authority to enforce these rules and regulations and to take action against violators, including, but not limited to, the use of financial penalties. Actual Legal Fees incurred by the Association in order to stop and cure Violations will be assessed against a Violator;
- F. These Rules and Regulations will be periodically reviewed and changed from time-to-time if necessary or appropriate. Owners are invited to submit, in writing, to the Board of Directors, their suggestions for rule changes.

XXIII. ASSESSMENT PAYMENT

The following in quotes is hereby quoted from our official governing documents. The Board of Directors and the Manager have no choice other than to enforce the rules in these documents.

"Assessments and installments on such assessments not paid on or before ten (10) days after date when due shall bear interest at the highest rate per annum allowed by law from the date when due until paid. In addition to such interest, the Association may charge an administrative late fee in the amount of the greater of \$25.00, or 5% of each installment of the assessment or such other amount as may be provided by the Condominium Act, as amended from time to time, for each delinquent installment that the payment is late."

Actual Legal expenses ~~may~~ will be assessed as well.