

MADISON PLACE OF POMPANO BEACH HOMEOWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

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RULES & REGULATIONS

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PURPOSE.

The purpose of these Rules and Regulations is to provide a clear understanding by and between the majority of owners within the Association and the residents, occupants, owners, tenants, visitors and guests at the Association. The regulatory scheme is designed to warn people on the premises about behaviors that a vast majority of owners find disruptive or disturbing in nature or otherwise harm the value of the property(ies) within the Association's grounds.

DEFINITIONS

Term	Definition
Association	Shall mean the Madison Place of Pompano Beach Homeowners Association, Inc., 1001 NW 33 RD Manor, Pompano Beach, FL 33064 and all of the 108 parcels that constitute the Association's property as well as any land(s) or area(s) leased, used, maintained or otherwise conveyed to same by any other party(ies).
Applicant(s)	Shall mean any person(s) applying for Occupancy at the Association who is aged eighteen (18) years or older, will be occupying a Unit for more than five (5) days (in the aggregate) in any thirty (30) calendar day period, and is not designated "Disabled" for any reason by the Americans with Disabilities Act.
Owner(s)	Any person(s), party(ies) or entity(ies) to whom a Unit is deeded and recorded with the Broward County Property Appraiser's Office.
Tenant(s)	Any person(s), party(ies) or entity(ies) to whom a Unit is leased – as evidenced by a lease of which the Association has been in possession – and whom has a Certificate of Occupancy bearing their name and signatures as later indicated herein with certain inalienable rights as afforded by Florida Statutes, Chapter 83, Part II.
Occupant(s)	Shall be used interchangeably between "Owner(s)" and "Tenant(s)" above to indicate that specific right(s) are afforded to the party granting them rights of access to the Association, its property and certain common and/or limited common element(s).
Resident(s)	Shall mean Tenant(s) and / or Owner(s) interchangeably between the singular and plural, masculine and feminine forms.
Certificate of Occupancy	Shall mean the form issued by the Association to the Applicant(s) of the Association conveying the rights and responsibilities as outlined by the State of Florida, County of Broward and City of Pompano Beach. A Certificate of Occupancy is required in order to inhabit or occupy a Unit on the Property.
Invitee(s)	Shall mean any visitor(s), guest(s), contractor(s), vendor(s), family member(s), relative(s), employer(s), employee(s), delivery person(s), or other invitee(s) of an Occupant(s).
Property	Shall mean the Property within the jurisdiction of the Association as provided-for in the Declaration of the Association.
Unit(s)	Shall mean any privately held Parcel within the Association, the boundaries and easements of such are defined in the Declaration of the Association.
Right of Way	Shall mean any common or limited common element of the Association specifically designed for the ingress and egress of vehicles or pedestrians and shall encompass "Street(s)" and "Sidewalk(s)".
Constructive Eviction	Shall mean an eviction of an Owner(s) or Tenant(s) (or both) by the Association. IMPORTANT: If a Constructive Eviction is filed by the Association, Attorney(s)/Counsel for the Association will be instructed to pursue remediation for Damages, Costs, Reasonable Attorney's Fees and any Pre-Judgment Interest.
Manager	Shall mean the Licensed Community & Association Manager of the Association and their company.

All definitions herein may be used interchangeably between the masculine or feminine; singular or plural forms.

RULES & REGULATIONS

1. General Rules

- a. Fireworks are not permitted anywhere on Association Property; and
- b. Minors must be accompanied by an adult family member or guardian when in common areas; and
- c. Excessive noise – inside or outside a Member's home – is prohibited; and
- d. Any person who creates damage to the Association or its facilities shall be charged for the cost of replacement or repair(s) plus a ten (10) percent administrative fee; and
- e. No person(s) shall decorate any home in a manner that may be objectionable to more than ten (10) percent of the members of the Association; and
- f. No vehicle(s) parked anywhere on the Association's property where the vehicle is visible shall be decorated in a manner that may be objectionable to more than ten (10) percent of the members of the Association. This would include racist or discriminatory bumper stickers and this policy shall exempt political bumper stickers as issued by a campaign; and
- g. Residents and their invitees shall treat other Residents and their invitees with respect; and
- h. Residents and their invitees shall treat Management with respect; and
- i. No person(s) shall bring onto the Association's Property any dangerous chemical(s), gasses, liquids, or other matter in such volume as to create a public health hazard; and
- j. Person(s) who abuse Management's time shall be liable to pay any excess time charges the Association incurs as a result of their action(s); and

2. Applying for Occupancy at the Association.

- a. Any person(s) who is age eighteen (18) years old or older and is not a dependent adult must complete an application if they will be at the Association for more than seven (7) calendar days in any six (6) month period.
- b. Every Applicant(s) to the Association must complete a full and accurate application; and
- c. Each and every Applicant(s) must pay an Application Fee as follows:
 - i. Single Applicant(s) = \$100.00 per individual; and
 - ii. Married Applicant(s) = \$150.00 per married couple; and
- d. Each and every Applicant(s) must provide:
 - i. A government-issued photo ID; and
 - ii. Proof of income that is not more than two (2) months old, unless a tax form or filing is used; and
 - iii. All materials submitted must be in color, completely and clearly legible; and
- e. Applicants who **are not** active-duty U.S. Servicemembers may expect a response within two (2) calendar weeks (14 days); and
- f. Applicants who **are** active-duty U.S. Servicemembers may expect a response within seven (7) calendar days; and
- g. Failure to submit all of the materials as outlined herein shall constitute an incomplete application; and
- h. Any applicant who provides false or misleading information shall be considered withdrawn by the applicant(s) and all Application Fee(s) shall be forfeited to the Association; and
- i. Any incomplete application may be completed within four (4) calendar days; and
- j. Incomplete application(s) not completed within four (4) calendar days shall be considered withdrawn by the Applicant(s) and all Application Fee(s) shall be forfeited to the Association; and
- k. Applicant(s) will be required to resubmit all material(s) as required herein; and
- l. **APPLICATION FEES ARE NOT REFUNDABLE FOR ANY REASON.**

3. Occupancy Standards.

- a. No Unit shall have more than two (2) persons per bedroom; and
- b. No Unit shall have more than one (1) animal per bedroom; and
- c. No Unit shall have more than six (6) of the above in the aggregate; and
- d. No Unit shall have more than three (3) vehicles regularly parked on the Property per unit; and

4. Animals.

- a. Exotic or Aggressive Breed Animals must be disclosed on the Application by the Applicant(s); and
 - i. The Association may deny an Application for occupancy by the disclosure of an Exotic or Aggressive Breed Animal provided provided that:
 - 1. The Exotic or Aggressive Breed Animal is interviewed and found to present a potential safety hazard to other Occupant(s) of the Association; and / or
 - 2. A reasonable accommodation (e.g. muzzle) would be insufficient to ensure the safety of other Occupant(s) of the Association; and
 - 3. Interviews with the Animal(s) shall be conducted by the Manager for the Association and shall be video recorded for part of an official approval or denial; and
 - 4. If the Application is approved, the Association **may** require the Occupant(s) to pay any differences in Insurance premium(s) resulting from the presence of the animal(s) as a reasonable accommodation; and
 - 5. If the animal type requires a license, permit or is subject to any other governmental control(s), the applicant(s) must provide such as part of the application material(s) within four (4) calendar days of initial submission; and
 - ii. Any animal(s) on Association Property that are living in a Unit that is occupied by anyone other than an Owner(s) must be registered with the Association including, but not necessarily limited to:
 - 1. Copy of registration with BROWARD COUNTY; and
 - 2. Copy of most recent one (1) calendar year of veterinary records; and
 - 3. Photograph of each animal; and
 - 4. Proof of properly collared and tagged animal; and
- b. Stray / Non-Registered / Non-Domesticated Animal(s)
 - i. The Association – in furtherance of the Laws and Statutes of the State of Florida, Broward County and the City of Pompano **strictly prohibits** the feeding, baiting, or attempted domestication of any Stray, Non-Registered or Non-Domesticated Animal(s).
 - ii. Feeding, harboring, breeding, or other interactions with Stray, Non-Registered or Non-Domesticated Animal(s) is strictly prohibited.
- c. Statement of No Prior Aggression / Dog Bite
 - i. Every prospective resident bringing a canine into the Association **MUST** sign the attached statement of No Prior Aggression or Dog Bite. (Appendix C)

NOTE: Paul Alexander WARREN, Plaintiff v. Delvista Towers Condominium Association, Inc, Hyman D. Zelcer, Defendants. United States District Court, Southern District of Florida, Miami Division (49F.Supp.3d 1082 (S.D. Fla. 2014)):

“ . . . the court found genuine issues of material fact remained as to whether the dog posed a direct threat to members of the condominium association, and whether that threat could be reduced by other reasonable accommodations.”

5. Tenancies.

- a. No Unit may be leased or occupied by any person(s) other than the Owner(s) for one (1) calendar year; and
- b. No tenancy shall be less than eleven (11) months in duration; and
- c. No more than two (2) leases per any one calendar year period for any one (1) unit is permitted; and
 - i. Requests for exceptions may be presented to the Board of Directors by emailing the manager or President of the Board with a request for the matter to be added to the agenda of the next scheduled Board Meeting; and

- d. IF ANY OWNER(S) WHO RENTS OUT THEIR UNIT TO TENANTS IS PAST-DUE MORE THAN NINETY (90) CALENDAR DAYS CAN REASONABLY EXPECT THE ASSOCIATION TO ENFORCE ITS RIGHT TO COLLECT DUES AS PROVIDED-FOR IN FLORIDA STATUTES §720.3085(8); and
 - e. ANY FUNDS IN EXCESS OF THE BALANCE OWED TO THE ASSOCIATION SHALL BE HELD IN THE ASSOCIATION'S SPECIAL ASSESSMENT ACCOUNT; and
 - f. IT IS THE RESPONSIBILITY OF THE OWNER(S) OF ANY HOME WHERE THE ASSOCIATION HAS ENFORCED ITS RIGHTS UNDER FLORIDA STATUTES §720.3085(8) TO NOTIFY THE ASSOCIATION HOW TO DISTRIBUTE ANY EXCESS FUNDS; and
6. Fines, Fees, Repairs and Monies other than monthly dues levied.
- a. Any time a balance is levied against Owner(s) within the Association, the next payment received is **first** applied to the fine(s), late fee(s), repair cost(s) or other monies (*not* regular Maintenance Dues) levied and **lastly** to the regular Maintenance Dues. This means that an Owner now has an outstanding balance of regular Maintenance Dues.
 - b. If the Owner(s) file an appeal on the fine(s), the Management shall make a note for the Compliance Committee, Fining Committee and Board of Directors that an appeal was requested on that date so that fine(s), fee(s) and interest beyond that date may be noted.
 - c. Upon compliance of any violation accruing fines, it is the responsibility of the homeowner(s) or resident(s) to notify the Manager that compliance has been achieved via email and/or text message with a photo proving compliance.
 - i. From the date the Manager receives proof of compliance, fine(s) shall cease.
 - ii. From the date the Manager receives proof of compliance, any administrative late fees, late interest or other penalty(ies) shall continue until all appeals have been exhausted.
 - 1. Such late fee(s), fine(s), late interest, or other fee(s) shall be taken under consideration by the Committee or Board of Directors for partial or full abatement; and
7. Monthly Dues, Fines, Fee(s), Appeals.
- a. Monthly Dues are to be paid on the first (1st) day of each Calendar Month.
 - b. Monthly Dues not received or paid by the fifth (5th) day of each Calendar Month shall be subject to the maximum penalties allowable under Florida Statutes.
 - c. Appeals to have Fine(s), Fee(s) and Interest waived in-part or in-whole is attached hereto as **Appendix "B" – Fine(s), Fee(s), Interest Appeals Process.**
 - d. Only the Board of Directors – by a majority of quorum present during a regular meeting – may waive late fee(s), late interest, repair cost(s);
 - i. The Board of Directors is **precluded** from issuing a decision on fines until the Fining Committee has issued a decision that either denies the request or reduces the amount(s) of fine(s) **AND** the violation has been remedied; and
 - e. **EXCEPTION(s):** The Board of Directors **may** rule on fines if:
 - i. The Fining Committee is meeting at a time that is not convenient – due to work schedule(s) – for the Owner(s) to attend; or
 - ii. The Fining Committee is not holding a meeting for more than sixty (60) days;

8. Invitees.

- a. Owner(s), Tenant(s) and/or Occupant(s) are responsible for the behavior and actions of their Invitee(s).
- b. The Association **may** levy fines against an Owner(s) for the action(s) or lack thereof of their Invitee(s).
- c. The Association **may** issue a letter to Owner(s), Tenant(s) and/or Occupant(s) stating that particular Invitee(s) may no longer be on the Property of the Association. Such letter shall be copied to the Broward County Sheriff's Office and serve as a first warning for Criminal Trespass; and
- d. **Exceptions:**
 - i. Any exception provided-for in Florida Statutes; and
- e. **THE ASSOCIATION MAY HAVE ANY INVITEE(S) REMOVED FROM THE ASSOCIATION'S PROPERTY INCLUDING THE POOL OR OTHER AREA(S) REGARDLESS OF RELATIONSHIP TO THE AFOREMENTIONED WITH OR WITHOUT CAUSE; AND**
- f. **THE BOARD OF DIRECTORS SPECIFICALLY AUTHORIZES THE LICENSED MANAGER OF THE ASSOCIATION TO ISSUE INSTRUCTIONS TO THE BROWARD COUNTY SHERIFF'S OFFICE OR ANY OTHER LAW ENFORCEMENT AGENCY WITH PROPER JURISDICTION TO HAVE INVITEE(S) REMOVED WITH OR WITHOUT CAUSE OR WARNING; AND**

9. Parking

- a. Guest Parking; Any vehicle(s) utilizing guest parking must conform to the following:
 - i. Vehicle(s) must be registered by visiting MadisonHOA.com > Guest Parking; and
 - ii. Vehicle(s) must be pulled-in with front of vehicle to parking block; and
 - iii. Vehicle(s) must be parked inside the white lines and not on curb(s); and
 - iv. No commercial vehicle(s), trailer(s), motorcycle(s) or vehicle(s) smaller than a compact car are permitted; and
 - v. Guest vehicle(s) only are permitted. No resident vehicle(s) are permitted **(including vehicles belonging to tenants)** – even if registered; and
 - vi. Vehicle(s) must be functional, operational and display current and valid vehicle registration information;
 1. Vehicle(s) which are not road-worthy (including vehicles with flat tires, hoods that won't close, cracked or broken glass, etc.) may be fined or towed; and
 - vii. Vehicle(s) shall not be left in the guest parking area until the vehicle owners' registration has been received as evidenced by a green checkmark that will appear upon submission; and
 - viii. Vehicle Owner(s) can expect enforcement at any time(s) on any day(s) without exception; and
 - ix. The Association is in no way responsible for anything that may happen to any vehicle(s) parked in Guest Parking; and
- b. Street Parking
 - i. The Declaration of the Association prohibits parking on the street and outlines a remedy of towing.
 - ii. This section shall add an alternative enforcement option in that:
 1. Vehicle(s) parked on the street **MUST** have their hazard lights flashing; and
 2. Vehicle(s) parked on the street **MUST** be parked for fifteen (15) minutes or less; and
 3. Any vehicle(s) not meeting (1) and (2) above may be fined or towed.
 - iii. **Exceptions:**
 1. Emergency Vehicles actively operating within their designated jurisdiction as identified by the vehicle's lettering or warning system(s); and
 2. Vehicles with a disabled sticker or lettering clearly identifying the vehicle as an assisted transport vehicle whose hazard lights are flashing and are on site for no more than one (1) hour (in the aggregate) per calendar day; and
- c. **Driveway Parking**
 - i. **No vehicle shall be parked in such a way that it crosses the vertical plane where the driveway's pavers meet either asphalt of the street, curb or concrete of the sidewalk; and**
 - ii. **No vehicle shall be parked in a driveway in such a manner that it is less than sixty (60) degrees or greater than one hundred and twenty (120) degrees perpendicular to the street (In common terms: No parking across the bottom of the driveway sideways.); and**

10. Disturbance(s)

- a. Fighting – verbal, physical or otherwise – is strictly prohibited; and
- b. Loud Music or noise – whether from a vehicle, in a common area, inside a Unit or emanating from any of the aforementioned – is strictly prohibited; and
- c. Any action(s) taken by any Occupant(s) or Guest(s) with the intent to intimidate, harm, damage or vandalize property is prohibited; and
- d. Any violation(s) of any Florida Statute(s), Broward County or City of Pompano Beach Ordinances are strictly prohibited; and

11. Conduct During Meetings

- a. Attendance:
 - i. Any Member may attend a Meeting or Hearing; and
 - ii. Any Proxy Holder for a Member may attend a Meeting or Hearing; and
 - iii. Any Limited Proxy Holder for a Member may attend a Meeting or Hearing; and
 - iv. Any Attorney who is a Current Member of the Florida Bar and in good standing therewith may attend a Meeting or Hearing with or on behalf of a Member; and
 - v. The above-identified person(s) shall be referred to as an “Attendee” for the purposes of this section (10) only.
- b. Interaction(s):
 - i. No Attendee(s) shall be disruptive during any Meeting or Hearing including, but not necessarily limited to: Interruptions, rude or snide comments or questions, irrelevant statements or questions, name-calling, shouting, or any act in which the goal is to hurt another person; and
 - ii. Any Attendee(s) can reasonably expect to receive the same treatment that they demonstrate toward others; and
- c. Removal:
 - i. Any Attendee(s) or other person(s) who are asked to leave the Meeting or Hearing will be given not more than two (2) minutes to do so; and
 - ii. If any Attendee(s) or other person(s) refuse or fail to leave the Meeting or Hearing, they may be fined; and
 - iii. Any person(s) attending any meeting or hearing are expected to be sober and not under the influence of any drug(s) or alcohol including prescription drugs; and

12. Pool, Playground and Pavilion Rules

- a. The Pool, Playground and Pavilion Areas shall collectively be referred to as “Common Areas” in this Section (11); and
- b. The Common Areas are open from 9:00 a.m., local time until sunset each day; and
- c. No animal(s) may be brought inside the Common Areas; and
- d. As the shape and intended use of the pool is for recreation, not therapy, any Service or Emotional Support Animal(s) are prohibited from being in the Common Areas without the written, originally signed consent of the Association’s Board of Directors.
 - i. Any Member(s) seeking such consent for their Service or Emotional Support Animal accompaniment in the Common Areas must:
 - 1. Provide a letter spelling out the rational basis for the request the meets the minimum standards of a Reasonable Accommodation Request Form as outlined by the United States Department of Housing & Urban Development and the Federal FAIR Housing Commission here: https://www.hud.gov/program_offices/fair_housing_equal_opp/reasonable_accommodations_and_modifications; and
 - 2. A letter from a Medical Professional Licensed in the State of Florida dated not more than thirty (30) calendar days’ prior to the submission stating the rational basis for the Member(s) to have their Service or Emotional Support Animal accompanying them into the Common Areas; and
 - 3. Any Member(s) who receive an approval must have such approval with them while in the Common Areas and the Service or Emotional Support Animal must be clearly

- marked to avoid other Members from rationally believing that they may bring their pets into the Common Areas; and
4. The Association may – at its discretion – conduct an animal “interview” consistent with that described under pets herein to ensure the safety of person(s) in the Common Areas; and
 - e. No person(s) under the age of eighteen (18) years and no dependent adult(s) shall be in Common Areas without the supervision of an non-dependent adult at **any** time.
 - i. Any adult may only supervise a maximum of three (3) children or dependent adults in the aggregate; and
 - f. Glass items with the exception of eyeglasses are strictly prohibited in the Common Areas; and
 - g. Diving is **strictly** prohibited; and
 - h. Running inside the Common Areas (except the playground) is strictly prohibited; and
 - i. Propping open any door or gate in the Common Areas is **strictly prohibited**; and
 - j. Disruptive or discourteous behavior is prohibited; and
 - k. No music may be played in the Common Areas; and
 - l. Misuse of equipment or furniture including the shepherd’s hook or the life ring in the Common Areas are prohibited; and
 - m. Any person(s) found to be damaging any part of the Association’s property including, but not limited to the structure of the pool, pool furniture, gates, fences, signs or other elements will be charged with the cost to return any damaged item(s) or area(s) to the original condition prior to damage with a fine and a loss of pool privileges not to exceed one (1) year; and
 - n. Smoking is **strictly prohibited** in the Common Areas. Smoking includes any type of e-cigarette or other similar device that may be detectable by any person(s) by smell or sight as well as any definitions covered in Florida Statutes, Chapter 386, “The Florida Clean Indoor Air Act”; and
 - o. Loud talking or shouting that is objectionable to other person(s) in the Common Areas is prohibited with an exception for the playground and children using the pool or pavilions; and
 - p. No more than four (4) Invitee(s) may accompany any two (2) Members of the Association without submitting a pool rental request via the Association’s website at: <https://madisonhoa.com/clubhouse-parties>; and
 - q. Any vehicle(s) parked outside the pool shall be towed and/or fined at the vehicle owner’s expense without warning or exception; and
 - r. All person(s) in the Common Areas shall abide by all posted rules, regulations and placards.
 - s. All person(s) in the Common Areas shall, upon request, display their key(s) and or any lanyard, bracelet or other identifying item issued by the Association in order to verify their right to use the Common Areas.
13. Access to the Association’s Property
- a. Any Member(s) who is more than sixty (60) days in arrears in Maintenance Dues shall have their name(s) and phone number(s) removed from the Association’s gate directory and shall pay a fee of Twenty and NO/100 (\$20.00) Dollars for each name and number that has to be re-entered after the Maintenance Dues along with any and all late fee(s), late interest and any other charges are paid in-full; and
 - b. The number of remote(s) to enter the Association shall be limited to three (3) per household; and
 - c. Any Member(s) requesting a new remote – for **any reason** – shall pay to the Association a fee of Fifty and NO/100 (\$50.00) Dollars for each remote; and
 - d. Any household with three (3) remotes must turn a remote in to receive a new one or the Association will remove the capability of one (1) of the remotes at random to shut off; and
 - e. Any Member(s) requesting name or phone number changes, additions or removal from the gate directory shall pay to the Association a fee of Twenty and NO/100 (\$20.00) Dollars per record; and
 - f. Any Member(s) requesting a new gate/pool key – for **any reason** – shall pay to the Association a fee of Twenty-Five and NO/100 (\$25.00) Dollars for each key; and

14. THESE RULES AND REGULATIONS

- a. Shall be posted to the Association's website under the downloads section; and
- b. May be updated, modified, amended without warning at the discretion of the Association's Board of Directors; and
- c. Will not be filed with the County of Broward as to do so would subject the Association to extraneous fee(s) and cost(s) for each update, modification or amendment.
- d. Have been reviewed by a Florida Attorney who is a Member of the Florida Bar Association; and
- e. Shall be adopted not less than thirty (30) calendar days prior to enforcement of the provisions herein; and
- f. **Any violation of any of the Rules & Regulations herein set forth including the Architectural Standards, which have been adopted herein, may result in any appropriate remedy or remedies as set forth in "Executive Authority" herein; and**

15. ARCHITECTURAL STANDARDS

- a. The Association has specific regulations regarding Architectural changes including the plants in and around your home. To view these requirements ***before planting anything or removing anything***, please visit: [https://img1.wsimg.com/blobby/go/45d1572b-07c7-48b3-bc8e-cb86cd3cf51f/downloads/Madison%20Place%20Architectural%20Review%20Committee%20\(.pdf?ver=1558472993157](https://img1.wsimg.com/blobby/go/45d1572b-07c7-48b3-bc8e-cb86cd3cf51f/downloads/Madison%20Place%20Architectural%20Review%20Committee%20(.pdf?ver=1558472993157)
- b. Trash & Recycling Bins storage and rules & regulations can be found here: [https://img1.wsimg.com/blobby/go/45d1572b-07c7-48b3-bc8e-cb86cd3cf51f/downloads/Madison%20Place%20Trash%20Recycling%20Guidelines Versi.pdf?ver=1558472993157](https://img1.wsimg.com/blobby/go/45d1572b-07c7-48b3-bc8e-cb86cd3cf51f/downloads/Madison%20Place%20Trash%20Recycling%20Guidelines%20Versi.pdf?ver=1558472993157)

EXECUTIVE AUTHORITY

The Association, by virtue of the Laws of the State of Florida and the Documents of the Association may levy the following penalties – individually or together – for any violation(s), provided that the penalty(ies) shall not be excessive.

Penalties may include (but are not necessarily limited to):

- A. Notice of Violation with option to remedy; and/or
- B. Notice of Violation with Fine; and/or
- C. Notice of Violation with stipulation that the Association will repair at Owner's Cost via an individual Special Assessment; and/or
- D. Towing of any vehicle(s) in violation; and/or
- E. Order of No Trespass to any non-resident(s); and/or
- F. Revocation of Owner's right to vote (in accordance with Florida Statutes); and/or
- G. Revocation of Owner's right to use of common elements including (but not necessarily limited to):
 - a. Guest Parking
 - b. Gate Directory Access
 - c. Pool Area
 - d. Play Area
 - e. Other Area(s) as the Association deems appropriate; and/or
- H. Revocation of other rights indicated in the Documents of the Association;
 - a. (Example: If someone flies a flag with a swastika on it, the Association may issue a Notice of Violation, a Fine, and may rescind that Homeowners' rights to decorate.)
- I. Constructive Eviction of an Owner or Tenant by the Association with legal fees being levied against the Owner in accordance with the Laws of the State of Florida; and/or
- J. The right to have Tenants pay rent directly to the Association in accordance with Florida Statutes; and/or
- K. Rescission of a Certificate of Occupancy requiring Residents/Occupants to remove from the Association's Property within seven (7) calendar days' notice; and/or
- L. Other remedies as supported by Law, Caselaw or other rational bases.

APPENDIX "A" – APPEALS PROCESS FOR FINE(S)

STEP 1	COMPLIANCE COMMITTEE MEETING Submit a request for your case to be added to the Agenda for the next Compliance Committee Meeting. Requests can be submitted online via the "Agenda Request" Button at MPGFL.com/MadisonPlace . At the meeting, the citing person will present the case for the Association. The Owner(s) fined will have two (2) minutes to state whether they are seeking a reduction or elimination of fines and the rationale for their request. The Compliance Committee will issue a written decision within five (5) days of the Meeting to the Owner, the Fining Committee, the Board of Directors and Manager.
	FINING COMMITTEE MEETING Submit a request for your case to be added to the Agenda for the next Fining Committee Meeting. Requests can be submitted online via the "Agenda Request" Button at MPGFL.com/MadisonPlace . The procedure for the Fining Committee Meeting is the same as the Compliance Committee Meeting, except that the Compliance Committee will have a delegate to speak for them and the rationale for any action/inaction at the previous meeting.
	BOARD OF DIRECTORS / MEMBER MEETING Submit a request for your case to be added to the Agenda for the next Member Meeting. Requests can be submitted online via the "Agenda Request" Button at MPGFL.com/MadisonPlace . The procedure for the Member Meeting is the same as the Compliance and Fining Committee Meetings, except that the Compliance Committee and Fining Committee will have delegates to speak for them and the rationale for any action/inaction at the previous meetings. They may be asked questions by the Members of the Board of Directors for history, relevance or other factual information.

The appeals process is designed to provide the Owner(s) with multiple methods of reducing or eliminating Fines. The Board of Directors is **precluded** from taking action on any fine(s) before the Fining Committee has heard and voted on any request for reduction or waiver of fines.

APPENDIX “B” – Contact Information

DOCUMENTS, MEETING NOTICES, MEETING MINUTES, COMMUNITY UPDATES & MORE ONLINE:

<http://www.MPGFL.com/MadisonPlace>

LICENSED COMMUNITY & ASSOCIATION MANAGER

Matt Jelinek, CAM
Metropolitan Property Group Florida, LLC
2755 E Oakland Park Blvd, STE 200
Fort Lauderdale, FL 33306-1671
Hours: MON – FRI 10:00 a.m. – 6:00 p.m.

OFFICE: 954-372-1043 ext. 6
DIRECT: 608-843-4648 (*receives text messages*)
EMAIL: Info@MPGFL.com
WEB: <http://www.MPGFL.com>

MAINTENANCE REQUESTS AND COMPLAINTS

BUILDUIUM – Log into your owner account and click on “Contact Us”

PHONE – Call 954-372-1043 ext. 6. *Be sure to leave a voicemail with your name, address, phone number, email and the nature of the maintenance request or complaint.*

EMAIL US – Info@MPGFL.com

EMERGENCIES – should be called in via PHONE. Follow instructions above.

BOARD OF DIRECTORS

<i>Erik Shryock, President</i>	<u>PresidentMadisonPlace@yahoo.com</u>
<i>Sierra Bubb, Vice President</i>	<u>MadisonPlacePompano@yahoo.com</u>
<i>Jason Dasher, Scretary</i>	<u>JDatl@me.com</u>
<i>Larry Singh, Treasurer</i>	<u>LSingh954@icloud.com</u>
<i>Joseph Davidson, Director</i>	<u>Kevin41812@yahoo.com</u>

APPENDIX "C" – STATEMENT OF NO PRIOR AGGRESSION AND / OR PRIOR DOG BITE

THIS FORM IS REQUIRED FOR CANINE PET(S), EMOTIONAL SUPPORT ANIMAL(S) AND SERVICE ANIMAL(S)

REFERENCE

APPLICANT NAME(s): _____

PROPERTY ADDRESS: _____, Pompano Beach, Florida 33064 USA

CANINE NAME

LICENSE #

LICENSING AUTHORITY

BREED(s)

This statement must be signed by the Owner of the Sole Proprietorship, Managing Partner of a Partnership, LLC and or a Joint Venture or; in the case of a Corporation by an authorized officer of the Corporation (hereafter Sole Proprietor, Partnership, LLC, Joint Venture or Corporation is referred to as the "Applicant") as well as the "Applicant(s)" of scheduled properties. The signature below confirms that during the life of the Canine and up until the day of: _____:

- ☐ The Applicant(s) has no known aggression or dog bites related to the Canine(s) owned by the Applicant(s); the Applicant(s) has no knowledge of any facts, circumstances or information relating to any incident arising out of the Applicant(s)'s Canine which might result in a claim of liability.
- ☐ The Applicant(s) has known of prior aggression or dog bites related to the Canine(s) owned by the Applicant(s); The Applicant(s) does have knowledge of facts, circumstances or information relating to any incident arising out of the Applicant(s)'s Canine which could have or has caused for a claim of liability.

The Applicant(s) declares that the information contained herein is true accurate and complete and that no facts have been suppressed or omitted. The Applicant(s) understands and acknowledges that the information requested and the representations made and the facts provided by the Applicant(s) in this Declaration are deemed material so in reliance upon the truthfulness and accuracy of the Applicant(s)'s representations. The Applicant(s) understands that any incorrect, false or misleading information provided to the Landlord could result in denial or rescission of residence.

FOR THE APPLICANT(s):

FOR THE ASSOCIATION:

FOR: the Madison Place of Pompano Beach
Homeowners Association, Inc.

APPENDIX "D" – ACKNOWLEDGEMENT AND RECEIPT OF RULES AND REGULATIONS

**MADISON PLACE OF POMPANO BEACH HOMEOWNERS ASSOCIATION, INC.
1001 NW 33RD MANOR | POMPANO BEACH, FLORIDA 33064 USA**

ACKNOWLEDGEMENT OF RECEIPT OF RULES AND REGULATIONS

REFERENCE

OCCUPANT(s): _____
PROPERTY: _____, Pompano Beach, FL 33064
MOVE-IN DATE: _____ For ☐ Ownership; or ☐ Tenancy until: _____
PHONE NUMBER: () - ☐ *Receives text messages*
EMAIL ADDRESS: _____

I, _____, the undersigned, do hereby acknowledge receipt of the Rules and Regulations of the Madison Place of Pompano Beach Homeowners Association, Inc. (hereinafter the "Association"). I/We do hereby agree to abide by these Rules and Regulations as set forth herein as well as any modifications thereto that may be posted on the door of the Property and/or delivered to the Owner(s) at their address of service.

I further understand and agree to comply with the direction of Management and to ensure that all of my Guest(s) and every member(s) of my household and their Guest(s) abide by the Rules and Regulations. I understand that failure of anyone within my household (Unit or Property) or their Guest(s) to abide by the Rules and Regulations may result in:

- Verbal or Written Warning(s); and/or
- Loss of Privileges and access to common area(s); and/or
- Towing of my vehicle(s) or vehicle(s) of my guest(s); and/or
- Fine(s) being levied against the Unit, Homeowner or myself; and/or
- Constructive Eviction from the Association; and/or
- Civil remedies as permitted by Florida Statutes and Broward County, and City of Pompano Beach Ordinances.

I further agree to abide by any loss of privileges, pay any fine(s) or fee(s) levied or remove from the Property when instructed to do so after I have exhausted all potential remedy(ies) and appeal(s).

SIGNED on this, the _____ day of _____, 20____ for the OCCUPANT(s):

PRINTED NAME	SIGNATURE	ID TYPE	ID NUMBER

Signed before me did appear the above-named person(s) who acknowledged and signed the Acknowledgement of the Rules and Regulations of the Madison Place of Pompano Beach Homeowners Association, Inc. and produced identification indicated above.

Matt Jelinek, CAM
FOR: Madison Place of Pompano Beach
Homeowners Association, Inc.

APPENDIX "E" – Tenant's Acknowledgement of Association's Rights

**MADISON PLACE OF POMPANO BEACH HOMEOWNERS ASSOCIATION, INC.
1001 NW 33RD MANOR | POMPANO BEACH, FLORIDA 33064 USA**

Tenant's Acknowledgement of Association's Rights

REFERENCE

OCCUPANT(s): _____
PROPERTY: _____, Pompano Beach, FL 33064
MOVE-IN DATE: _____ For ☐ Ownership; or ☐ Tenancy until: _____
PHONE NUMBER: () - ☐ *Receives text messages*
EMAIL ADDRESS: _____

I, _____, the undersigned, do hereby acknowledge that the Madison Place of Pompano Beach Homeowners Association, Inc. may legally take the following action(s):

- Filing of an eviction against me, my landlord or other person(s) in the Property; and
- May make written demand that my rent be paid directly to the Association; and
- May modify Rules and Regulations from time to time for all person(s) residing in the Association and provide update by service to my door no less than thirty (30) calendar days in-advance of the Rules and Regulations taking effect; and
- The Association retains the right(s) to enforce the Documents of the Association including the Declaration, Articles of Incorporation, Bylaws and any Rules and Regulations adopted by the Members including, but not limited to:
 - Imposition of fines; and
 - Imposition of charges for repair(s); and
 - Imposition of fees for replacement remote(s); and
 - Imposition of fees for altering the call box; and
 - Towing of vehicles, trailers, etc; and
- If I receive a notice upon which the owner is copied making demand for any particular remedy, I will do so; and
- I further understand that the Association has Architectural Review requirements requiring the Owner(s) (or Landlord) to apply for any changes to the exterior element(s) of the Association; and
- I further understand and agree that ignorance of the Documents shall not suffice an affirmative defense to any remedy(ies) the Association employs to achieve compliance with its Documents.

FOR THE TENANT(S):

FOR THE ASSOCIATION:

6/25/2019

6/25/2019

FOR: The Madison Place of Pompano Beach
Homeowners Association, Inc.

6/25/2019