

# Madison Place of Pompano Beach Homeowners Association, Inc.

1001 Northwest 33<sup>rd</sup> Manor  
Pompano Beach, Florida 33064-5931

## BOARD OF DIRECTORS

Erik Shryock | President  
Sierra Bubb | Vice President  
Alexander Fenech | Secretary  
Larry Singh | Treasurer  
Joseph Davidson | Director

## MEMBER MEETING AGENDA

Monday, July 16, 2018

7:00 p.m., local time

Poolside at Association Pool

## AGENDA

- 1) Call to Order
- 2) Announcement of Quorum
- 3) Proof of Notice of Meeting
- 4) Reading of Minutes of Prior Member Meetings
  - a. Motion
- 5) Member Concerns – Members who have signed-in and provided a listing of the area of concern they have shall be heard prior to the meeting continuing. If the item is not on this Agenda, please check the next meeting’s agenda or email Manager Matt Jelinek @ [Info@MPGFL.com](mailto:Info@MPGFL.com) to have your concern added to the next meeting agenda.
  - a. Members **MUST** sign-in in-advance of the Call to Order at 7:00 p.m.; and
  - b. Members have thirty (30) seconds to present their case so that all members may be heard; and
  - c. The Board of Directors will hold discussion for not more than five (5) minutes on any concern before holding a vote or taking action(s) or providing Management direction.
- 6) Regular / Standard / Old Business:
  - a. Treasury Report: Cash on-hand; Outstanding/Anticipated Receivables; Outstanding/Anticipated Payables; YTD Budget Performance; 30-Day Forecast; Review of Previous Financials;
  - b. Rules & Regulations (*separate attachment*); Specific discussion on the following topics:
    - i. Vice President:
      1. Lease Restriction Amendment (R&R)
      2. Replacement Pool Furniture (*delegate to ARC?*)
      3. Dog Station Location (*delegate to ARC?*)
      4. Painting of Guest Spaces (*Developer Concern*)
      5. Sorting out Church Business (*Manager will provide update*)
      6. Hiring of a new janitor (*Is there a list of specific duties?*)
      7. Camera & Lock at Construction Exit to use for box trucks and vendors (*Fire code?*)
    - ii. President:
      1. Cameras by the pool
      2. Towing Enforcement
    - iii. Compliance Chair:
      1. Dogs off leash;
      2. Pet waste stations;
      3. Committee Charter; Motion to approve.

# Madison Place of Pompano Beach Homeowners Association, Inc.

1001 Northwest 33<sup>rd</sup> Manor  
Pompano Beach, Florida 33064-5931

## BOARD OF DIRECTORS

Erik Shryock | President  
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Larry Singh | Treasurer  
Joseph Davidson | Director

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- iv. Architectural Review Committee (ARC):
  - 1. Deck approved by Committee;
  - 2. Committee Charter; Motion to approve.
  - 3. Application will be reviewed by attorneys and redlined and published thereafter;
- v. Fining Committee
  - 1. Committee Charter; Motion to approve.
  - 2. Board Involvement
  - 3. Set-up.
- c. Developer Concerns (Alex F. – Secretary)
  - i. Follow-up on meeting SAT 16 JUN 2018
  - ii. Events since that time
  - iii. Next steps
  - iv. List of concerns and order of priority
  - v. Meeting with D.R. Horton to discuss remedies.
- 7) New Business:
  - a. Documents Review (Manager) – Tabled until August 2018 Meeting
  - b. Board Certifications (*Attached*) – Tabled until August 2018 Meeting
  - c. Management Directives from Board – Specific directives / areas of focus
  - d. Management duties / activities.
  - e. MOTION – Electronic voting measures
- 8) Schedule next meeting.
- 9) MOTION TO ADJOURN:                      TIME: 9:35 p.m., local time

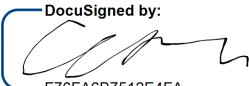
**MOTION** is hereby made by the       **Vice-President**       and seconded by the       **Treasurer**       of the Madison Place of Pompano Beach Homeowners Association, Inc., 1001 NW 33<sup>RD</sup> MANOR, POMPANO BEACH, FL 33064 (BROWARD COUNTY, FLORIDA), (hereinafter "Association") to waive the reading of the minutes of the prior Member Meeting held on \_\_\_\_\_ and to accept them into the record.

**VOTING BLOCK**


Name Title	YEA	NAY	ABSTAIN
Erik Shryock President	X		
Sierra Bubb Vice President	MOTION		
Alexander Fenech Secretary	X		
Larry Singh Treasurer	SECOND		
Joseph Davidson Director	X		
<b>VOTE TOTALS</b>	<b>5</b>		

The motion  Passes;  Fails;  Is Tabled

**Signature of the SECRETARY of the Association:**

DocuSigned by:  
  
F76FA6B7512F4FA  
16 JUL 2018  
\_\_\_\_\_  
Alexander Fenech Date

**Acknowledgement of the Manager for the Association:**

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16 JUL 2018  
\_\_\_\_\_  
Matt Jelinek, CAM (LIC# 46341) Date

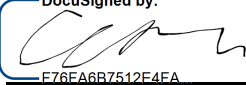
**MOTION** is hereby made by the Secretary and seconded by the Treasurer of the Madison Place of Pompano Beach Homeowners Association, Inc., 1001 NW 33<sup>RD</sup> MANOR, POMPANO BEACH, FL 33064 (BROWARD COUNTY, FLORIDA), (hereinafter "Association") to adopt the attached Committee Charter for the creation of the Fining Committee, which shall be developed according to the Charter attached herewith.

VOTING BLOCK

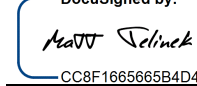
Name Title	YEA	NAY	ABSTAIN
Erik Shryock President	X		
Sierra Bubb Vice President	X		
Alexander Fenech Secretary	MOTION		
Larry Singh Treasurer	SECOND		
Joseph Davidson Director	X		
<b>VOTE TOTALS</b>	5		

The motion  Passes;  Fails;  Is Tabled

**Signature of the SECRETARY of the Association:**

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 \_\_\_\_\_  
 Alexander Fenech Date

**Acknowledgement of the Manager for the Association:**

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 16 JUL 2018  
 \_\_\_\_\_  
 Matt Jelinek, CAM (LIC# 46341) Date

# MADISON PLACE OF POMPANO BEACH HOMEOWNERS ASSOCIATION, INC.

## **COMMITTEE CHARTER**

### **FINING COMMITTEE**

DRAFTED: 05 JULY 2018

AMENDED:

ADOPTED:

EFFECTIVE:

**FINING COMMITTEE CHARTER  
OF THE  
MADISON PLACE OF POMPANO BEACH HOMEOWNERS ASSOCIATION, INC.**

Adopted on this, the 16TH day of July, 2018 by a Motion of the Board of Directors for the Madison Place of Pompano Beach Homeowners Association, Inc. (hereinafter the "Association"), the **Compliance Committee** is hereby chartered under the terms and conditions herein, which may be amended from time-to-time as needed in order for this Committee to achieve the objectives intended by the Board and Members of the Association.

**PURPOSE**

The purpose of the Fining Committee is to hold regularly-scheduled Committee Meetings at which Members who have been fined may present a defense or rationale for the fine(s) they have incurred. The Fining Committee shall hear such cases and hold open discussion about the matter before them so that all persons are privy to the discussion and rationale behind the Committee's final decision.

**JURISDICTION**

The Fining Committee shall only have jurisdiction over any fine(s) that have been levied by the Association's Manager against the ledger of the Member where the Member – or representative thereof – is physically present at a meeting where they have requested to be heard.

**COMPOSITION**

The Fining Committee shall consist of not fewer than three (3) and not more than five (5) Members of the Association, one Member being elected by the balance of the Committee as Chairperson.

**CHAIRPERSON**

The Chairperson shall be responsible for:

- Working with Management to set agenda for meetings/hearings.
- Reporting the final decisions to Management and the Board of Directors of the Committee in a timely manner.
- Ensuring that the basis for the Committee's decision are sound in principles of law and that decisions are rendered in a fair and just manner; and
- Keep and report Meeting Minutes to Management and the Board of Directors.

**AUTHORITY(ies) DELEGATED**

The Association, through its Board of Directors, does hereby empower and authorize the Fining Committee to perform the following specific duties:

- 1) Schedule and hold properly noticed meetings; and
- 2) Schedule Members – with Notices sent from Management to affected Members – to appear and have their case be heard; and
- 3) Hold votes at properly noticed meetings; and
- 4) Reduce or Eliminate Fine(s) and other Penalty(ies) as the simple majority of the Committee votes.

## **PROCEDURES**

The Committee shall hear cases, allowing Members to plead their case for not longer than five (5) minutes in duration. The Committee shall hold open discussion on the matter for not more than ten (10) minutes during which they may ask for clarification from Management. At the end of the ten (10) minute period or when conversation has concluded, the Chairperson shall call for a vote.

Vote outcomes may be as follows:

- Motion to eliminate fine(s) and penalty(ies) entirely; and/or
- Motion to reduce fine(s) and penalty(ies) in-part; and/or
- Motion to table the matter to the next meeting; and/or
- Motion to defer the matter to the Board of Directors at the next regularly scheduled Member Meeting.

## **MEETINGS**

Meetings shall be regularly scheduled to provide consistency and conformity for Members to attend. Meetings shall be properly noticed a minimum of forty-eight (48) hours in-advance. All meetings are open to all Members (no non-Members, unless a proper form is presented otherwise) is provided in-advance of the meeting.

## **MEMBER-DESIGNATED REPRESENTATIVES**

Members who designate someone to appear on their behalf must provide the following in order to have said individual(s) represent them in a Hearing regarding fine(s) or penalty(ies):

- An active Florida Attorney who is registered and current with the Florida Bar Association; or
- For Units titled to non-corporate entities: A notarized Florida Power of Attorney specifically stating that the individual appearing before the Committee or Board is authorized to speak on the Member's behalf and act in their best interest(s); or
- For Units titled to corporate entities: A notarized Resolution of the Corporation specifically stating that the individual appearing before the Committee or Board is authorized to speak on the Corporation's behalf and act in their best interest(s) for each designated matter before the Committee or Board. The Association is requiring notarization to ensure that any tenant(s) or other person(s) are not fraudulently speaking on behalf of a corporation and to duly ensure that all Members and/or Managers of the Corporation are aware of the imposition of fines upon them.

**ACTIONS PROHIBITED**

The Fining Committee is ***strictly prohibited*** from performing any of the following action(s):

- Increasing fine(s) and/or penalty(ies); and
- Eliminating fine(s) and/or penalty(ies) when the citation is for the third offense where fine(s) and/or penalty(ies) have twice been assessed and levied; and
- Making any decision based upon items other than facts material to the matter before it; and
- Making any decision based upon items related to other infraction(s) that are ***not*** before the Committee or Board at that time; and
- Assessing fine(s) and/or penalty(ies).

This Charter has been adopted and ratified as of this, the 16TH day of July, 2018 by a Motion of the Board of Directors of the Association and is effective immediately.

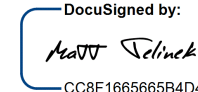
**Signature of the SECRETARY of the Association:**

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Alexander Fenech Date

**Acknowledgement of Manager for the Association:**

DocuSigned by:  
  
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Matt Jelinek, CAM (LIC# 46341) Date



**MOTION** is hereby made by the                     **Vice-President**                     and seconded by the                     **Director**                     of the Madison Place of Pompano Beach Homeowners Association, Inc., 1001 NW 33<sup>RD</sup> MANOR, POMPANO BEACH, FL 33064 (BROWARD COUNTY, FLORIDA), (hereinafter "Association") to adopt the attached Committee Charter for the creation of the Compliance Committee, which shall be developed according to the Charter attached herewith.

**VOTING BLOCK**

<b>Name Title</b>	<b>YEA</b>	<b>NAY</b>	<b>ABSTAIN</b>
Erik Shryock President	X		
Sierra Bubb Vice President	MOTION		
Alexander Fenech Secretary	X		
Larry Singh Treasurer	X		
Joseph Davidson Director	SECOND		
<b>VOTE TOTALS</b>	5		

The motion  Passes;  Fails;  Is Tabled

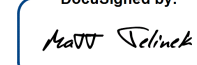
**Signature of the SECRETARY of the Association:**

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16 JUL 2018  


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 F76FA6B7512F4FA  
 Alexander Fenech Date

**Acknowledgement of the Manager for the Association:**

DocuSigned by:  
  
16 JUL 2018  


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 CC8F1665665B4D4...  
 Matt Jelinek, CAM (LIC# 46341) Date

# MADISON PLACE OF POMPANO BEACH HOMEOWNERS ASSOCIATION, INC.

## **COMMITTEE CHARTER**

### **COMPLIANCE COMMITTEE**

DRAFTED: 05 JULY 2018

AMENDED:

ADOPTED:

EFFECTIVE:

**COMPLIANCE COMMITTEE CHARTER  
OF THE  
MADISON PLACE OF POMPANO BEACH HOMEOWNERS ASSOCIATION, INC.**

Adopted on this, the 16TH day of July, 2018 by a Motion of the Board of Directors for the Madison Place of Pompano Beach Homeowners Association, Inc. (hereinafter the "Association"), the **Compliance Committee** is hereby chartered under the terms and conditions herein, which may be amended from time-to-time as needed in order for this Committee to achieve the objectives intended by the Board and Members of the Association.

**PURPOSE**

The purpose of the Compliance Committee shall be to ensure compliance with the Declaration, Articles of Incorporation, Bylaws, Rules & Regulations (hereinafter the "Documents") of the Association through actions that include notices generated by management and fines assessed according to the Association's Documents.

**JURISDICTION**

The jurisdiction or area(s) of coverage of the Compliance Committee shall include all visible exterior elements anywhere within the boundaries of the Association as defined in the Association's Documents.

Jurisdiction shall also include interior elements if there appears to be work of a substantial nature being performed without Permits being approved by the City of Pompano Beach or the Architectural Review Committee if such authorization(s) are required.

**COMPOSITION**

The Compliance Committee shall – at a minimum – consist of one (1) chairperson who is not a board member and two (2) members who are not board members.

**CHAIRPERSON**

The Chairperson shall be responsible for:

- Posting meeting notices a minimum of 48-hours prior to a meeting and emailing management to notify them of the meeting.
- Conducting the meeting according to the Agenda as posted with Notice of Meeting; and
- Keeping minutes of the meeting and submitting them to the Secretary of the Board of Directors and management for proper notification.

**AUTHORITY(ies) DELEGATED**

The Association, through its Board of Directors, does hereby empower and authorize the Compliance Committee to perform the following specific duties:

- 1) Cite Members for violations of the Association's Documents; and
- 2) Provide testimony during a Fining Committee Meeting as to the nature, severity and frequency of violations cited; and
- 3) Walk around any buildings on the exterior of the Association's Property; and
- 4) Enforce the Documents of the Association through noticing as completed by Management to the Member(s) or Residents; and
- 5) Assess fine(s) and other restriction(s) against Member(s), Tenant(s) or others in the Association violating the Documents of the Association; and
- 6) Contact the Broward County Sheriff's Office – Pompano Beach Division for any trespassing person or individual(s) creating a disturbance or violating the Documents of the Association.

**PROCEDURES**

Members of the Compliance Committee will complete an online or paper form and provide such form to Management in order for Management to create three (3) notices. One notice shall be mailed to the Address of Record for the Member; another Notice shall be posted to the Owner's door; the last notice shall be filed in the Member's file.

**MEETINGS**

Members shall meet as needed to recommend modification(s) to the Rules & Regulations or other such Documents as may be necessary for them to ensure the safety, security and value(s) within the Association.


**ACTIONS PROHIBITED**

The Compliance Committee is **strictly prohibited** from performing any of the following action(s):


- Intimidating any person(s) on the property; and
- Entering the interior of any Unit on the property unless freely invited to do so; and
- Implying to any person(s) that the Committee Member be permitted to enter or has the right to do so; and
- Addressing any violation in-person with any person(s); and
- Creating any disturbance with any person on Association Grounds.
- **EXCEPTION:** The one (1) exception to these prohibited action(s) is in the event there is an **immediate threat** to safety of any person(s).

This Charter has been adopted and ratified as of this, the 16TH day of July, 2018 by a Motion of the Board of Directors of the Association and is effective immediately.

**Signature of the SECRETARY of the Association:**

DocuSigned by:  
  
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 \_\_\_\_\_  
 Alexander Fenech Date

**Acknowledgement of Manager for the Association:**

DocuSigned by:  
  
 CC8E1665665B4D4 16 JUL 2018  
 \_\_\_\_\_  
 Matt Jelinek, CAM (LIC# 46341) Date


**MOTION** is hereby made by the Treasurer and seconded by the Director of the Madison Place of Pompano Beach Homeowners Association, Inc., 1001 NW 33<sup>RD</sup> MANOR, POMPANO BEACH, FL 33064 (BROWARD COUNTY, FLORIDA), (hereinafter "Association") to adopt the attached Architectural Review Committee Charter for the creation of the Architectural Review Committee, which shall be developed according to the Charter attached herewith.

VOTING BLOCK

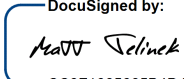
Name Title	YEA	NAY	ABSTAIN
Erik Shryock President	X		
Sierra Bubb Vice President	X		
Alexander Fenech Secretary			X - Committee Chair
Larry Singh Treasurer	MOTION		
Joseph Davidson Director	SECOND		
<b>VOTE TOTALS</b>	4		1

The motion  Passes;  Fails;  Is Tabled

**Signature of the SECRETARY of the Association:**

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 \_\_\_\_\_  
 Alexander Fenech Date

**Acknowledgement of the Manager for the Association:**

DocuSigned by:  
  
 CC8F1665665B4D4... 16 JUL 2018  
 \_\_\_\_\_  
 Matt Jelinek, CAM (LIC# 46341) Date

# MADISON PLACE OF POMPANO BEACH HOMEOWNERS ASSOCIATION, INC.

## **COMMITTEE CHARTER**

### **ARCHITECTURAL REVIEW COMMITTEE**

DRAFTED: 05 JULY 2018

AMENDED:

ADOPTED:

EFFECTIVE:

**ARCHITECTURAL REVIEW COMMITTEE CHARTER  
OF THE  
MADISON PLACE OF POMPANO BEACH HOMEOWNERS ASSOCIATION, INC.**

Adopted on this, the 16TH day of July, 2018 by a Motion of the Board of Directors for the Madison Place of Pompano Beach Homeowners Association, Inc. (hereinafter the "Association"), the **Architectural Review Committee** is hereby chartered under the terms and conditions herein, which may be amended from time-to-time as needed in order for this Committee to achieve the objectives intended by the Board and Members of the Association.

**PURPOSE**

Proceeding with the understanding that the highest and best use for residential real estate is directly correlated to the uniformity and conformity within any neighborhood, community or association, the purpose of this Committee is to ensure that any renderings to properties will increase value while not detracting from the conforming appearance of the Association.

**JURISDICTION**

The Architectural Review Committee shall have jurisprudence over the entirety of the Association including, but not limited to any visible exterior element(s) within the Association including common elements, limited common elements, plantings, color(s) of buildings, uses of back yards and more. The jurisdiction is limited to the boundaries of all folios, including the folios owned and operated by the Association.

**COMPOSITION**

The Architectural Review Committee shall consist of not fewer than three (3) and not more than five (5) Members of the Association, including the Chairperson who shall also be a Board Member.

**CHAIRPERSON**

The Chairperson shall be responsible for:

- Working with Management to set agenda for meetings/hearings; and
- Tracking incoming requests and scheduling with manager accordingly so that Member(s) whom have requests are aware when their request(s) will be reviewed; and
- Ensuring that Member(s) with request(s) is in good standing with Manager; and
- Ensuring that Member(s) with request(s) receives a fair and impartial review of their request; and
- Ensuring that Member(s) with request(s) receives a decision as follows from the review:
  - Approval – Member’s request is approved; and/or
  - Contingency – Specific contingency(ies) for the Member to complete prior to proceeding; and/or
  - Denied – Member’s request is denied; and/or
  - Deferred – Member hasn’t provided sufficient information for which the Committee can make a decision; and/or
  - Deferred – The scope of the project is such that the Committee wants to defer to the board; and/or
  - Deferred – The project requires specific review by the Association’s Attorney for review against the documents of the Association.

### **AUTHORITY(ies) DELEGATED**

The Association, through its Board of Directors, does hereby empower and authorize the Architectural Review Committee to perform the following specific duties:

- 1) Schedule and hold properly noticed meetings; and
- 2) Notify Member(s) with Management Assistance the date, time and location their request will be reviewed; and
- 3) Hold votes at properly noticed meetings; and
- 4) Report Meeting Minutes to Manager and Board of Directors; and
- 5) Approve requests; subsequent board approval is not necessary; and
- 6) Report violations of the Architectural Review Committee processes and procedures to the Compliance Committee; and
- 7) Check Permit(s) Status(es) to verify that any applicable permit(s) have been approved; and
- 8) Check Permit(s) Status(es) to verify that any applicable permit(s) have not been open longer than ninety (90) calendar days; and
- 9) The Committee may require Member(s) to supply supplemental material(s) prior to rendering a decision; and
- 10) The Committee shall make recommendation(s) as to replacement materials, items, landscaping or other such tangible items within the Association's property.

### **SPECIFIC REQUIREMENTS**

- A. The Committee shall, at all times, inquire as to whether the Member(s) or a Contractor will be performing the work.
  - a. If the Member(s) is performing the work, ensure that all applicable plans are in-place **and** ensure that if a permit is required, it is approved **prior to** the commencement of work; and
  - b. If a Contractor will be performing the work, ensure that the Association has received copies of:
    - i. The Contractor possesses a valid and active license (if applicable) by visiting [myfloridalicense.com](http://myfloridalicense.com) and entering the Contractor's name / license number and verifying it against application materials.
    - ii. The Contractor's registration with the County of Broward and City of Pompano Beach as required.
    - iii. The Contractor possesses a valid general liability insurance policy of \$2,000,000.00 (two million dollars) and the Association is an additionally-named insurance **prior to** approval; and
    - iv. The Contractor possess either worker's compensation insurance or has provided the Association for waivers (for owners and immediate family members only) for every person who will work on the property of the Association or land deeded with the folio of the Member requesting the approval.
- B. The Committee shall, at all times, consider whether the request will improve or decrease the value of the property; and
- C. The Committee shall, at all times, consider whether the request should be accompanied by additional items, such as landscaping and more.

### **PROCEDURES**

The most important aspect of this Committee is the nature of the review process. Understanding that approving something now will set a precedent for the Association for years to come and understanding how the request will impact the value(s) in future sales is the most-important part of the procedural efforts of the Committee.

Should the Committee vote to DENY any request, the Member making the request(s) may appeal that decision to the Board of Directors and the Chairperson – whom is also a Member of the Board of Directors – will convey the rationale to the Board after the Member has stated their rationale and the scope of the request to the Board of Directors at a regularly scheduled Member Meeting.



**WHO MAY ATTEND MEETINGS**

Any Member may attend this meeting. Member(s) with request(s) may ask a contractor, vendor, engineer or other such professional familiar with the scope of work to attend.


**ACTIONS PROHIBITED**

The Architectural Review Committee is *strictly prohibited* from performing any of the following action(s):

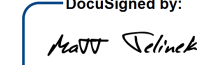
- Intimidating or otherwise dissuading any Member(s) from submitting request(s) to the Committee; and
- Speaking on behalf of the Committee in a decisive manner as to request(s) outside of a Committee Meeting.

This Charter has been adopted and ratified as of this, the 16TH day of July, 2018 by a Motion of the Board of Directors of the Association and is effective immediately.

**Signature of the SECRETARY of the Association:**

DocuSigned by:  
  
F76FA6B7512F4FA 16 JUL 2018  
\_\_\_\_\_  
Alexander Fenech Date

**Acknowledgement of Manager for the Association:**

DocuSigned by:  
  
CC8F1665665B4D4... 16 JUL 2018  
\_\_\_\_\_  
Matt Jelinek, CAM (LIC# 46341) Date

# MADISON PLACE OF POMPANO BEACH HOMEOWNERS ASSOCIATION, INC.

## **RULES AND REGULATIONS**

DRAFTED: 05 JULY 2018  
AMENDED:  
ADOPTED:  
EFFECTIVE:

**THESE RULES AND REGULATIONS** are hereafter adopted by a majority of the Members and incorporated into the Documents of the Madison Place of Pompano Beach Homeowners Association, Inc. (hereinafter the “Association”).

**APPENDICES**

<b>Appendix</b>	<b>Title</b>
<b>A</b>	Fining Schedule
<b>B</b>	Fine(s), Fee(s) Interest Appeals Process
<b>C</b>	Contact Information
<b>E</b>	Acknowledgement Receipt

*Appendix C (“Contact Information”) may be changed without a vote of the Membership as the information changes due to alterations in vendor(s), committee member(s), board member(s) and other information. Appendix C has no formal rules or regulations, but is a guide to manage those processes outlined herein.*

**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.

## I. DEFINITIONS

Term	Definition
Association	Shall mean the Madison Place of Pompano Beach Homeowners Association, Inc., 1001 NW 33 <sup>RD</sup> 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).
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. <b>A Certificate of Occupancy is required in order to inhabit or occupy a Unit on the Property.</b>
Guest(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. <b>IMPORTANT:</b> 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 as well as any Employee, Contractor, Vendor, or other person(s) therewith.

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

## II. ADOPTION OF RULES & REGULATIONS

**Effective Date.** These Rules and Regulations are adopted on the 16<sup>TH</sup> day of July, 2018 in accordance with the Documents of the Association as well as all applicable Laws and are to be placed in effect on the 17<sup>TH</sup> day of August, 2018 so as to provide 30-days notice to all Owners and Occupants.

**Survivability.** Should any section of these Rules & Regulations be found to be in contradiction to any Federal, State or Local Laws, Ordinances and/or Code(s), **OR** in contradiction to any provision contained in the Documents of the Association, the contradicting segment of said Rule or Regulation contained herein shall be struck, however the balance of the Rules and Regulations contained herein shall survive.

## III. SALE AND RENTING OF UNIT(s)

1. If any Unit Owner wishes to sell their Unit, they must provide written notice to Management for the Association within ten (10) calendar days of entering into an agreement for sale of the Unit with an Attorney or Real Estate Sales Associate or Broker.
2. **NO UNIT MAY BE RENTED UNTIL THREE HUNDRED AND SIXTY-FIVE (365) CALENDAR DAYS HAVE PASSED AFTER THE UNIT OWNER HAS OCCUPIED THE UNIT.**
  - a. In the event of a sale where existing Tenant(s) have a lease that will extend beyond the date of close, the Association will require the Owner and Tenant(s) to apply for new Certificates of Occupancy. Application **must** be made no later than thirty (30) calendar days prior to the closing date of the transaction; and
  - b. Upon the date of closing of any sale transaction of a Unit within the Association, the Certificate of Occupancy issued by the Association to the Selling Owner and all Tenant(s) previously occupying the Unit shall become null and void.
3. Tenancies.
  - a. No tenancy shall be less than eight (8) months in duration; and
  - b. No tenancy shall be longer than twelve (12) months in duration; and
  - c. No more than two (2) leases per any one calendar year period; and
  - d. Violations of this policy shall be subject to a Class A Fine and possible Constructive Eviction after the statutory maximum of fines has been levied.
    - 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 request to be added to the agenda of the next scheduled Member's Meeting; and
  - e. **Exceptions: None**
  - f. **Penalty(ies): either:**
    1. A CLASS A; OR
    2. Constructive Eviction;

## IV. OCCUPANCY AND APPLICATION

1. Applying for Occupancy at the Association. (Owners and Tenants)
- a. Every Applicant(s) to the Association must complete a full and accurate application; and
  - a. 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
  - b. Each and every Applicant(s) must provide:
    - i. A government-issued photo ID; and
    - ii. Proof of income for the most-recent three (3) month period that:
      1. Contains the name, address and last four of the Applicant's Social Security Number as well as Gross Income, the Pay Period and Pay Date; and
    - iii. All materials submitted must be in color and clearly legible; and

- c. Applicants who **are not** active-duty U.S. Servicemembers may expect a response within twenty-one (21) calendar days; and
  - d. Applicants who **are** active-duty U.S. Servicemembers may expect a response within seven (7) calendar days; and
    - i. Should an active-duty U.S. Servicemember not receive a response within seven (7) calendar days, the Certificate of Occupancy as issued by the Association to the U.S. Servicemember(s) may be assumed; and
  - e. Failure to submit all of the materials as outlined herein shall constitute an incomplete application; and
  - f. Any applicant who provides false or misleading information shall be considered an incomplete application; and
  - g. Any incomplete application may be completed within four (4) calendar days; and
  - h. 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
  - i. Applicant(s) will be required to resubmit all material(s) as required herein; and
  - j. **APPLICATION FEES ARE NOT REFUNDABLE FOR ANY REASON.**
4. Types and Limitations of Occupancy.
- a. No Unit shall have more than two (2) adults per bedroom; and
  - b. No Unit shall have more than two (2) children per bedroom; and
  - c. No Unit shall have more than one (1) animal per bedroom; and
  - d. No Unit shall have more than six (6) of the above in the aggregate; and
  - e. No Unit shall have more than three (3) vehicles parked on the Property per unit; and
  - f. Violations of this section shall be subject to a **Class A** Fine and possible Constructive Eviction after the statutory maximum of fines has been levied.

#### V. **FINE(s), FEE(s), MAINTENANCE ASSESSMENT(s)/DUE(s), FINE(s) APPEALS PROCESS**

- 1. 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) or other monies levied. 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 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. The Compliance Chair shall send the Manager and the Board an email notifying them when compliance of the violation is achieved in the event Late Fee(s), Interest accrue, the Manager and the Board knows when compliance was achieved.
- 2. Monthly Dues, Fines, Fee(s), Appeals.
  - a. Monthly Dues are to be paid on the first (1<sup>st</sup>) day of each Calendar Month.
  - b. Monthly Dues not received or paid by the tenth (10<sup>th</sup>) day of each Calendar Month shall be subject to:
    - i. An administrative late fee of \$25.00; and
    - ii. Late Interest in the amount of 18.00%
      - 1. The Administrative Late Fee and Late Interest are levied on the eleventh (11<sup>th</sup>) day of each Calendar Month automatically to the entire balance on the Owner's Account;
  - 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 Members Meeting – may waive part of all of fine(s) or fee(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;

**VI. PET(s), SERVICE ANIMAL(s), EMOTIONAL SUPPORT ANIMAL(s)**

1. Animals.

- a. All Occupant(s) are required to register all animal(s) with the Association within three (3) calendar days of the Animal(s) living at the Association; and
- b. Each animal identified in an application must have the following submitted for the application must identify the following item(s):
  - i. Type of each animal; and
  - ii. Breed(s) of each animal; and
  - iii. Age of each animal; and
  - iv. Proof of Registration with BROWARD COUNTY FLORIDA for each and every animal; and
  - v. Proof of Vaccination and distemper by a licensed veterinarian in the STATE OF FLORIDA for each and every animal; and
  - vi. Status of neuter/spay for each and every animal; and
- c. Exotic Animal(s) are strictly prohibited.
- d. Aggressive Breed Animal(s) are strictly prohibited.
  - i. Aggressive Breed Canine(s) shall be defined as: Pit Bull Terriers, Staffordshire Terriers, Rottweilers, German Shepherds, Presa Canarios, Chow Chows, Doberman Pinschers, Akitas, Wolf-hybrids, Mastiffs, Cane Corsos, Great Danes, Alaskan Malamutes, Siberian Huskies; and
  - ii. Other Aggressive Breed Animal(s) shall be researched on a case-by-case basis as needed.
    - 1. EXCEPTION: Certified Service Animal(s) fitting the criteria outlined herein.
- e. 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
- f. 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.
  - iii. **Exceptions: None**

2. Service Animal(s).

- a. Any Service Animal(s) must be declared on the Application under “Animal(s)” to avoid denial for failure to provide a complete and honest application.
- b. Service Animal(s) will require a Certificate demonstrating that they are certified to do; and
- c. Further investigation may be warranted if documentation submitted to support the claim of Service Animal(s) status is suspicious in nature or is found to be something that is purchased online.
- d. It shall **NOT** be a violation for any Guest(s) to bring their Service Animal(s) with them to the Association provided they meet the criteria described herein and have control of said animal(s) at all times.
- e. Guest’s Service Animals meeting the criteria herein are welcome within the Association.

3. Emotional Support Animal(s).

- a. Due to recent abuses of the Emotional Support Animal (ESA) designation, the Association has stringent requirements for recognition of ESA Status that fall in-line with Federal, State and Local Court Rulings in this matter.
- b. The Association may deny an Application for occupancy by the disclosure of an Exotic or Aggressive Breed Emotional Service Animal(s) provided that:
  - i. 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
  - ii. A reasonable accommodation (e.g. muzzle) would be insufficient to ensure the safety of other Occupant(s) of the Association; and
  - iii. Interviews with the Animal(s) shall be conducted by the Manager for the Association and shall be recorded for part of an official approval or denial; and
  - iv. 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
    1. The Association reserves the right(s) to levy an owner's account for such difference(s); and
    2. Any such levy shall be superior to maintenance dues and inferior to fine(s) and other levies by the Association;
4. Guest's Animal(s) are strictly prohibited within the Association; and
5. Guest's Aggressive Breed Emotional Support Animal(s) are prohibited within the Association; and
  - a. The Association doesn't feel that it is reasonable to subject the Occupants of the Association to a higher risk of harm; and
  - b. Any request for an Aggressive Breed ESA to **visit** the Association would be unreasonable given the interview process, the Doctoral Letter and other items outlined herein; and
  - c. Because the Guest would be unable to name the Association as an additionally named insured on any insurance policy(ies), the Association would have little-to-no recourse should an event occur requiring such;
6. **PENALTIES:**
  - a. Due to the nature of the risk(s) associated with animal(s), the Association may – without warning – have or order any animal(s) removed from the Property of the Association with probable cause; and
  - b. The Association may order any Guest(s) who claim ownership of such animal may be ordered removed from Association Property; and
  - c. The Association may levy a fine or institute a Constructive Eviction should such action be necessary.

**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.”***



**VII. GUEST(s)**

1. Owner(s), Tenant(s) and/or Occupant(s) are responsible for the behavior and actions of their Guest(s).
2. The Association **may** levy fines against an Owner(s) for the action(s) or lack thereof of their Guest(s).
3. The Association **may** issue a letter to Owner(s), Tenant(s) and/or Occupant(s) stating that a particular Guest(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
4. **Exceptions:**
  - a. Any exception provided-for in Florida Statutes; and
  - b. Any stalker or other person against whom the Owner(s), Tenant(s) and/or Occupant(s) have an active Restraining Order (temporary or otherwise) in-place; and
5. **THE ASSOCIATION MAY HAVE ANY GUEST(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**
6. **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 GUEST(s) REMOVED WITH OR WITHOUT CAUSE OR WARNING; AND**

**VIII. PARKING**

1. Guest Spaces
  - a. No vehicle shall be parked in the guest spaces for longer than eight (8) hours in any five (5) day period without a permit issued by the Association; and
  - b. Any vehicle in violation may be towed without warning pursuant to Florida Statutes, properly posted notices as required by Florida Statutes and the Rules and Regulations of this Association; and
  - c. **To park in a guest space for longer periods, any Occupant may apply for a guest parking pass by**  
...
2. Street Parking
  - a. The Association recognizes that from time-to-time Occupant(s) or Guest(s) may need to park on the Association's streets (outside of driveways) to load or unload their vehicle or to pick up or drop off individuals. This rule shall address the actions to be performed to avoid having offending vehicles towed.
    - i. Any vehicle parked on the street **must** have its hazard lights flashing; and
    - ii. Any vehicle parked on the street **may not** be parked for longer than fifteen (15) minutes in any two (2) day period; and
    - iii. Any vehicle blocking (partially or wholly) a sidewalk is considered to be parking in the street.
3. **Exceptions:**
  - a. Emergency Vehicles actively operating within their professional capacity and jurisdiction; and
  - b. 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.
4. **Penalty(ies):**
  - a. The Association may take one of the following actions (without prior warning) to remedy this activity:
    - i. If the owner or any driver of the vehicle is spotted coming out of a Unit or Premises, the Owner of that Unit may have a **CLASS A FINE** levied against their ledger; OR
    - ii. The vehicle may be towed (and stored if necessary) at the Owner's expense without any warning whatsoever other than the signs statutorily required to do so; and

**IX. DISTURBANCE(s)**

1. Fighting – verbal, physical or otherwise – is strictly prohibited; and
2. 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
3. Any action(s) taken by any Occupant(s) or Guest(s) with the intent to intimidate, harm, damage or vandalize property is prohibited; and
4. Any violation(s) of any Florida Statute(s), Broward County or City of Pompano Beach Ordinances are strictly prohibited; and
5. Screaming, use of profanity, raising of voice, name-calling or other such behavior that would be considered by many to be Disorderly Conduct is prohibited. This is **not** limited to in-person or other Occupant(s). Penalty(ies) may be levied against those who commit such act(s) during a meeting, over the phone, through verbal, non-verbal or other means including telephone call(s).
6. **Exceptions: None.**

**X. COMMON AREA USE(s)**

1. No Occupant(s) or Guest(s) shall:
  - a. Act in such a manner as to impinge upon the Quiet Enjoyment of others; and/or
  - b. Act in a manner that contradicts any Law(s), Ordinance(s) and/or Code(s); and/or
  - c. Create damage to the Unit or the Association; and/or
  - d. Dispose of bulk trash/debris or other item(s) (e.g. furniture) in a manner that impacts standard services provided to the Association; and/or
  - e. Obstruct Common Area(s) and/or Limited Common Area(s); and/or
  - f. Make alteration to Common Area(s) and/or Limited Common Area(s); and/or
  - g. Not keep trash or other item(s) on/about the Common or Limited Common Area(s); and/or
  - h. Store any item(s) in Common or Limited Common Area(s); and/or
  - i. Consume Alcohol in Common or Limited Common Area(s); and/or
  - j. Smoke in Common or Limited Common Area(s); and/or
  - k. Loiter in Common or Limited Common Area(s); and/or
  - l. Perform Commercial Work Common or Limited Common Area(s); and/or
  - m. Perform repair or maintenance work on vehicle(s) outside of garage(s); and/or
  - n. Paint or stain Common or Limited Common Area(s); and/or
  - o. Work with any material that creates an objectionable odor or dust or other debris; and/or
  - p. Work with any material that draws bugs, insects, roaches or rodents; and/or
  - q. Work with any material that has adverse health impacts to humans, animals or the environment.
2. **Exception(s): Items approved by the Architectural Review Committee**

**XI. POOL RULES AND REGULATIONS**

NOTE(s): *The pool area represents one of the areas of greatest risk to the Association and its members. **Safety is paramount.** The Pool Rules incorporated below are designed to ensure the safety of all person(s) who use the pool.*

- a. Absolutely **NO UNATTENDED MINOR** may be within the gated pool area without the supervision of an Adult Occupant of the Community; and
- b. Absolutely **NO GLASS** is permitted in the pool area with exception for PDA's or prescription eyewear, neither of which may be *in* the pool; and
- c. Pool hours are daily from 9:00 a.m. until sunset (not dusk, not last light); and
- d. The pool's occupancy is limited to no more than thirty (30) person(s) and is on a first-come, first-served basis; and
- e. Guests.
  - i. Occupants are responsible for the action(s) of their Guest(s); and
  - ii. No household may have more than four (4) guests with them at any time without prior written approval by the Vice President or President; and
  - iii. If the pool is close to, or at, occupancy, Occupants of the Association have first rights to use the pool; and
- f. If any household wishes to hold an event at the pool, they must request permission to do so. Again – any more than four (4) Guest(s) requires written (or email) authorization from the Vice President or President; and
- g. Absolutely no horse play is permitted in the pool; and
- h. Absolutely no diving is permitted in the pool; and
- i. Absolutely no loud music, singing, instruments, noise are permitted in the pool area; and
- j. Tampering with any pool equipment shall be grounds for permanent revocation of rights to access the pool area; and
- k. Damage to any pool equipment, furniture or other Association Property shall be grounds for a levy on the Owner's ledger along with permanent revocation of rights of access to the pool and possible constructive eviction depending upon the severity of the damage / infractions; and
- l. Revocation of pool rights shall mean surrender of all pool key(s) and the understanding that the household (not just the individual) has forfeited their right(s) to the pool for the period outlined in the Complaint filed by the Compliance Committee; and
- m. Failure to surrender a pool key may result in a fine not to exceed one hundred (\$100.00) dollars per day until a maximum of one thousand (\$1,000.00) dollars has been levied against the Homeowner; and
- n. **PERSON(S) USING THE POOL ACKNOWLEDGE THAT THERE IS NO LIFEGUARD ON DUTY.**
- o. **PERSON(S) USING THE POOL ACKNOWLEDGE THAT THEY DO SO AT THEIR OWN RISK.**
- p. Alcoholic beverages are **PROHIBITED** inside the gated pool enclosure. **NO EXCEPTIONS.**
- q. No fighting, arguing, screaming, yelling, arguing, name-calling or other actions will be tolerated in the pool area. Any person(s) doing this will have their pool privileges revoked for thirty (30) calendar days on the first offense and permanently on the second offense.
- r. No splashing, urinating or defecating in the pool.
- s. Any person(s) creating damage to the pool or other Association-owned Property will be responsible for the repair cost(s) to return the area or items to the condition they were in or better and Homeowners may have their account(s) levied for such repairs.
- t. Any person(s) inside the gated pool area when the pool is marked as "Closed" shall have their household lose their pool privileges for thirty (30) days; and
- u. Parking near the pool – for any reason – without turning on hazard lights and/or for a duration of longer than fifteen minutes shall result in a loss of pool privileges for not less than thirty (30) days on the first offense and the vehicle in violation may be towed without warning at the Owner's expense.

**\* \* \* \* END OF RULES AND REGULATIONS \* \* \* \***

## APPENDIX "A" – FINING SCHEDULE

The fining schedule of the Madison Place of Pompano Beach Homeowners Association, Inc. (hereinafter the "Association") shall be as follows:

Classes of Fines are relative to the severity of the infraction.

A First Occurrence means that the Owner(s) has received a thirty (30) Calendar Day Notice to remedy the violation(s) of the Rules and Regulations, but has not remedied the violation(s) for which they have been cited.

A Third Occurrence means that the Owner(s) has been fined (whether waived by the Board of Directors or not) on two (2) different occasions for the **same infraction**.

A Habitual Offense is a fine that means that the Owner(s) has been fined (whether waived by the Board of Directors or not) on three (3) different occasions for more than three different offenses.

Class of Fine	First Offense	Third Offense	Habitual Offense
<b>CLASS "A"</b> <i>(Most serious)</i>	\$100.00 per day \$1,000.00 maximum 30-day suspension of access to common area amenities. Constructive Eviction	\$100.00 per day \$1,000.00 maximum 90-day suspension of access to common area amenities. Constructive Eviction	
<b>CLASS "B"</b>	\$75.00 per day 30-day suspension of access to common area amenities. \$975.00 maximum	\$87.50 per day 90-day suspension of access to common area amenities. \$962.50 maximum	\$100.00 per day or occurrence.  \$1,000.00 maximum
<b>CLASS "C"</b>	\$50.00 per day 15-day suspension of access to common area amenities. \$1,000.00 maximum	\$75.00 per day 45-day suspension of access to common area amenities. \$975.00 maximum	Revocation of access to common area amenities.  Withdrawal of Certificate of Occupancy.
<b>CLASS "D"</b> <i>(Least Serious)</i>	\$25.00 per day 10-day suspension of access to common area amenities. \$1,000.00 maximum	\$50.00 per day 30-day suspension of access to common area amenities. \$1,000.00 maximum	Constructive Eviction*
<b>CLASS "E"</b> <i>(Per Occurrence)</i> <i>(Not more than one per day)</i>	\$50.00 per Occurrence	\$75.00 per Occurrence	

\*Constructive Eviction. Pursuant to Florida Statutes, the Association may perform Constructive Eviction(s) against Owner(s) or their Tenant(s) at the Owner's cost for repeated violation(s) of the Documents of the Association including, but not limited to, Rules & Regulations. Constructive Eviction shall never be levied as a punitive measure for failure to pay fines, but as a remedy to remove bad or unsafe behaviors.

Fines may be partially or wholly waived by a majority vote of a quorum of the Fining Committee or the Board of Directors of the Association at a Regular Fining Committee Meeting (posted on the premises) or a Regular Member Meeting (posted on the premises).

## APPENDIX “B” – FINE(S), FEE(S), INTEREST APPEALS PROCESS

<b>STEP 1</b>	<p>See APPENDIX “C” – Contact Information for Appeals of Fines or Prohibitions.                  You may, instead, send a letter via USPS Certified Mail, Return Receipt Requested to the Community &amp; Association Manager as listed in APPENDIX “C”.                  You must request a hearing to review the matter(s) before the Committee.                  State the following:</p> <ul style="list-style-type: none"> <li>• Your full name as it appears on the title to your property</li> <li>• Your phone number</li> <li>• Your email address</li> <li>• Your property (mailing) address</li> <li>• The date on the initial notice</li> <li>• The date the fines began</li> <li>• The total amount of fines</li> <li>• The total of Administrative Late Fees levied against your account</li> <li>• The total of Late Interest levied against your account.</li> </ul>
<b>STEP 2</b>	<p>You will receive a notice stating the date, time and location of the next Fining Committee Meeting.</p> <ul style="list-style-type: none"> <li>• You must appear if you wish to dispute the fine(s), fee(s), and interest levied against your account.</li> <li>• If you are unable to attend, you <b>may not</b> have a substitute appear in your place unless they are an attorney certified by the Florida Bar and are active in their profession; OR</li> <li>• You may request to attend the <b>next</b> hearing date.</li> </ul>
<b>STEP 3</b>	<p>During the Hearing, please be respectful. These are your neighbors and they are also volunteering. A simple majority (50% + 1 vote of quorum) must vote to approve your request. They will do so in-person at the meeting.  <b><i>The Fining Committee is only authorized by the Association to remove or reduce Fines, <u>not</u> Late Fees or Interest. That must be done by the Board of Directors.</i></b></p>
<b>STEP 4</b>	<p>If your request for a reduction or elimination of is <b>not</b> approved by the Fining Committee, you may appeal the decision to the Board of Directors and ask for a formal agenda item to be added at a regular Member Meeting to be held within sixty (60) days.                  A simple majority (50% + 1 vote of quorum) may reduce or remove fees, fines and interest. This vote will happen during the meeting in-person.  <b><i>The Board of Directors is authorized by the Association to remove or reduce Fines, Late Fees and Interest.</i></b></p>
<b>STEP 5</b>	<p>Still not happy with the results? It is <b>strongly</b> recommended that you hire an attorney and have them contact the Manager so that a clear discussion between Counsel for the Association and your Counsel may occur.</p>

The appeals process is designed to provide the Owner(s) with two (2) 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 “C” – 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: Monday – Friday 10:00 a.m. – 6:00 p.m.

OFFICE: 954-372-1043 ext. 6  
 DIRECT: 608-843-4648 (receives texts)  
 EMAIL: [Info@MPGFL.com](mailto:Info@MPGFL.com)  
 WEB: [MPGFL.com](http://MPGFL.com)

**MAINTENANCE REQUESTS & COMPLAINTS**

- Log into Buildium. (*Don't have a free Buildium Account? Email [Info@MPGFL.com](mailto:Info@MPGFL.com) to get set up! Just provide your name, address, phone number.*)
- Call 954-372-1043 ext. 6. Please leave a voicemail message with your name, phone number, email address and the nature of the maintenance request or complaint(s).
- EMAIL US: [Info@MPGFL.com](mailto:Info@MPGFL.com).
- Emergencies should be called in to 954-372-1043 ext. 6 and should be about actively occurring problems after 9-1-1 has been called or for fire, water or other such damage.

**BOARD OF DIRECTORS**

Name	Title	Email	Phone
Erik Shryock	President	<a href="mailto:PresidentMadisonPlace@Yahoo.com">PresidentMadisonPlace@Yahoo.com</a>	954-372-1043 ext. 6
Sierra Bubb	Vice-President	<a href="mailto:MadisonPlacePompano@Yahoo.com">MadisonPlacePompano@Yahoo.com</a>	954-372-1043 ext. 6
Alexander Fenech	Secretary	<a href="mailto:Alex.MadisonPlacePompano@Gmail.com">Alex.MadisonPlacePompano@Gmail.com</a>	954-372-1043 ext. 6
Larry Singh	Treasurer	<a href="mailto:LSingh954@icloud.com">LSingh954@icloud.com</a>	954-372-1043 ext. 6
Joseph Davidson	Member	<a href="mailto:Kevin418182@Yahoo.com">Kevin418182@Yahoo.com</a>	954-372-1043 ext. 6

**ALL OTHER ITEMS**

<b>Guest Parking Pass:</b>	URL / Email
<b>Pool Party or More than 4 Guest(s) Request:</b>	URL / Email
<b>Architectural Review Committee Request:</b>	<a href="http://www.MPGFL.com/ARC">http://www.MPGFL.com/ARC</a>
<b>Appeal a Fine or Prohibition:</b>	<a href="mailto:JDATL@me.com">JDATL@me.com</a> and <a href="mailto:Info@MPGFL.com">Info@MPGFL.com</a>
<b>Estoppel Request(s):</b>	<a href="mailto:Info@MPGFL.com">Info@MPGFL.com</a> <a href="http://www.MPGFL.com/Apply">http://www.MPGFL.com/Apply</a>
<b>APPLY for Occupancy:</b>	Email the following documents to <a href="mailto:info@mpgfl.com">info@mpgfl.com</a> : <ul style="list-style-type: none"> <li>• Legible color image of gov't-issued ID for each person 18 years of age or older; and</li> <li>• Legible images for proof of income demonstrating gross income, including applicant's name, company name, address, phone, etc. or SIGNED annual tax return.</li> </ul>

MADISON PLACE OF POMANO BEACH HOMEOWNERS ASSOCIATION, INC.  
1001 NW 33<sup>RD</sup> MANOR | POMPANO BEACH, FLORIDA 33064  
BROWARD COUNTY, STATE OF FLORIDA

**ACKNOWLEDGEMENT OF RECEIPT OF RULES AND REGULATIONS**

OCCUPANT(s): \_\_\_\_\_

UNIT: \_\_\_\_\_, Pompano Beach, FL 33064 (BROWARD COUNTY)

MOVE-IN DATE: \_\_\_\_\_

PHONE NUMBER: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  *Receives text messages*

EMAIL ADDRESS: \_\_\_\_\_

I, the undersigned Applicant(s), do hereby acknowledge receipt of the Rules and Regulations of the **Madison Place of Pompano Beach Homeowners Association, Inc.** Rules & Regulations for the Association and 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 UNIT 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 their Guest(s) to abide by the Rules and Regulations may result in:

- Verbal or Written Warnings; and/or
- Loss of Privileges; 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 Ordinances and City of Pompano Beach Ordinances.

I further agree to abide by any loss of privileges, pay any fine or fee levied or remove from the Property when instructed to do so after I have exhausted all potential remedies and appeals.

Signed for each of the Applicant(s):

PRINTED NAME	SIGNATURE	ID TYPE / NUMBER
		/
		/
		/
		/

STATE OF FLORIDA | **COUNTY OF BROWARD**

The Applicant(s) listed above have signed and executed their acknowledgement of the Rules and Regulations as well as the penalties and appeals processes. Having agreed to abide by the Rules and Regulations as well as to meet all remedy requirements for violation thereof and pursue appeal(s) when they so desire, the Management acknowledges the receipt above and may issue a Certificate of Occupancy to the Applicant(s) for the Association.

\_\_\_\_\_  
Matt Jelinek, CAM

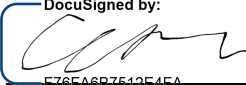
**MOTION** is hereby made by the \_\_\_\_\_ Secretary \_\_\_\_\_ and seconded by the \_\_\_\_\_ Vice-President \_\_\_\_\_ of the Madison Place of Pompano Beach Homeowners Association, Inc., 1001 NW 33<sup>RD</sup> MANOR, POMPANO BEACH, FL 33064 (BROWARD COUNTY, FLORIDA), (hereinafter "Association") to adjourn the meeting on this, the 16<sup>TH</sup> day of JULY, 2018.

**VOTING BLOCK**

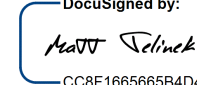
<b>Name Title</b>	<b>YEA</b>	<b>NAY</b>	<b>ABSTAIN</b>
Erik Shryock President	X		
Sierra Bubb Vice President	SECOND		
Alexander Fenech Secretary	MOTION		
Larry Singh Treasurer	X		
Joseph Davidson Director	X		
<b>VOTE TOTALS</b>	5		

The motion  Passes;  Fails;  Is Tabled

**Signature of the SECRETARY of the Association:**

DocuSigned by:  
  
 16 JUL 2018  
F76FA697612E4FA...  
 \_\_\_\_\_  
 Alexander Fenech Date

**Acknowledgement of the Manager for the Association:**

DocuSigned by:  
  
 16 JUL 2018  
CC8E1665665B4D4  
 \_\_\_\_\_  
 Matt Jelinek, CAM (LIC# 46341) Date