



## EXHIBIT E

### RULES & REGULATIONS

Fairways Royale Association Inc.

30-December-2022

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## Forward

Fairways Royale is designated as a 55+ community. In condominium dwellings certain rules are necessary to preserve the rights of the individual and to insure harmonious living. Every law or rule places some restriction for the common good. Occupants are entitled to the complete use of their own apartment units and the outside facilities, but such use must not unnecessarily or unreasonably disturb or conflict with the rights of other occupants.

The following rules are dictated by common sense, fairness and decency. They may not be all- inclusive. Experience may not only dictate the need for additional rules, but possibly may reveal the need for amending or deleting existing ones. Wherever exceptional situations arise, necessitating possible justifiable departure from the rules, the Board of Directors will review the problem upon request and render a decision.

We have pleasant surroundings, a recreational building, as well as a fine pool and recreation area, but only by living up to the rules governing these areas can we all enjoy them.  
OWNERS MUST INFORM THEIR GUESTS AND LESSEE'S OF THESE RULES.

Rules will be revised if and when they become obsolete, inequitable, or fail to cover existing situations. Suggestions for such changes should be submitted to the Association which, at all times, is concerned with the best interests of its members.

The Board of Directors would like to avoid the unpleasant duty of calling attention to rules violations. Your cooperation will be appreciated.

THE BOARD OF DIRECTORS

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## Section 1: Association

### 1.1 **BULLETIN BOARDS**

Glass-enclosed bulletin boards are located in the lobbies and elevators of the A, B and M buildings. The contents are as follows:

- 1) Board of Directors
- 2) General Association notices, schedules of events, etc.

Entries on these boards are to be made only by the supervision of Association officials.

SUGGESTION - Occupants are urged to refer to the notices on the bulletin boards frequently.

### 1.2 **EMPLOYEES**

Employees of the Association or of any service/vendor company engaged by the Association are prohibited from performing any duties for owners on Association time.

UNAUTHORIZED PERSONS SHALL NOT DIRECT, SUPERVISE, OR IN ANY MANNER ATTEMPT TO ASSERT ANY CONTROL OVER SUCH EMPLOYEES.

THIS IS THE RESPONSIBILITY OF THE BOARD OF DIRECTORS AND OF THE COMMITTEE PERSON DESIGNATED WHO IS DIRECTLY RESPONSIBLE TO THE ASSOCIATION PRESIDENT.

### 1.3 **KEYS**

- 1) Section 718.111(5)(a) of the Florida Condominium Act provides that the Association has the irrevocable right of access to each unit during reasonable hours when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a unit. Consequently, the Association requires that each unit owner provides it with duplicate keys for the locks of all private dwellings. These keys are to be used for an emergency, pre-established services and inspection circumstances only.
- 2) No occupant shall alter the appearance of the apartment units entrance doors. If the lock is changed, a duplicate key must be given to the Association office.
- 3) This procedure is essential in order to have access to all apartment units for repair or replacement of common facilities, such as plumbing, conduits, ducts, or in the case of fire or other emergencies. Article 5 of the Declaration of Condominium further covers the basis of this rule.

SUGGESTION - For emergency purposes, automobile keys should be left on the kitchen counter or another location within your apartment so that a designated person of your choosing that is pre-registered with the association may move the vehicle when the occupant is not in residence.

### 1.4 **SECURITY**

- 1) Every effort will be made to maintain reasonable security. However, since it is impossible to exercise constant surveillance, the cooperation of owners and lessees is a necessity. Keep your apartment unit doors locked at all times, whether you are in the apartment unit or not. Please make sure all building doors are secure and locked.
- 2) Do not allow admittance to strangers into the building.
- 3) Telephone security system code should not be given to ANYONE YOU DO NOT KNOW.
- 4) Fire department and EMS persons have keys to obtain entry into the building. Police do not.
- 5) Report any suspicious person or incident to the Association office or Board members immediately, or to the police if deemed necessary.
- 6) The office will admit no unauthorized person to any apartment unit in the absence of the occupant without the occupant's written authorization.

**1.5 ACCESS TO OWNER'S APARTMENT UNIT**

The Association must have a key to each apartment unit in the event an emergency water situation should arise from your unit or a neighboring unit.

## Section 2: Common Elements

### 2.1 CODE OF CONDUCT IN ALL COMMON AREAS

- Running, loud noise or boisterous conduct, or disturbing noise will not be tolerated.
- Owners/lessees are responsible for the acts of their guests.
- Appropriate attire is mandatory, including footwear.
- Smoking or Vaping of any kind is strictly prohibited by Florida law in most public/private places including the Association's common areas.

### 2.2 ELEVATORS

- 1) The management will provide padding in elevators when furniture, appliances or other items that may damage the elevator or catwalks is being moved in or out of the buildings. A deposit will be required as detailed in Section 7.2(1). This deposit will be returned if no damage has occurred.
- 2) Children are not permitted to play in elevators.
- 3) No wet bathing attire or wet (*or bare*) feet permitted in elevators.
- 4) Please do not hold elevators unnecessarily.

### 2.3 LAUNDRY ROOM

- 1) Laundry room use starts at 8:00 AM and must be completed by 9:00 PM.
- 2) Washers and dryers must be cleaned after each use and lint removed from the dryer receptacle.
- 3) Laundry sink is for laundry use only, not for dishes or mops.
- 4) Always hang your unit # on the tag board while using machines.

#### **NOTICE - PLEASE FOLLOW THE POSTED DIRECTIONS**

- DO NOT OVERLOAD THE MACHINES
- DO NOT ADD EXTRA WATER. MACHINE WILL CALCULATE THE AMOUNT OF WATER NEEDED FOR EACH LOAD

**SUGGESTION:** It is suggested to use the machines on your floor.

## **2.4 RECREATION BUILDING AND RECREATION AREAS**

- 1) The Associations' executive office is housed in the recreation building.
- 2) The building will be locked at 9:00 PM. Those inside after 9:00 PM will be able to exit the building but not return.
- 3) The use of any recreational areas is prohibited between the hours of 11:00 PM and 8:00 AM, unless previously authorized by the board of Directors.
- 4) Special functions are open to all members of the association, where owners and guests are admitted. A permission form (refer to section 7.3) must be requested and submitted through the management office and approved by a member of the Board of Directors. Certain functions may require a fee.
- 5) For special functions lasting beyond 8:00 PM, arrangements will be made to permit ingress and egress, provided the Board of Directors is notified well in advance.

## **2.5 LITTER**

- 1) Do not throw any trash, cigarette butts, wastepaper, spent matches, etc., on the grounds.
- 2) Use the trash receptacles. It is costly to clean up litter.

## **2.6 BICYCLES**

- 1) Bicycles may be stored in the occupant's apartment unit or in the bicycle rack by the clubhouse at your own risk.
- 2) If using the bicycle rack, a Fairways Royale registration form (refer to section 7.3) is necessary from the management office. Apartment unit owners will need to re-register annually. A tag will be issued to you.
- 3) The bicycle rack will be checked by management and any bicycles will be disposed of for the following reasons:
  - a) unregistered bicycles
  - b) bicycles in disrepair, flat tires
  - c) abandoned bicycles
- 4) Bicycles are not permitted to be chained to fences or common areas.
- 5) There can be no more than one bicycle per occupant stored at the bicycle rack.
- 6) The association is not responsible for lost, stolen or damaged bicycles.



**2.7 SHUFFLEBOARD COURTS**

- 1) Adults will always have the preference in the use of shuffleboard courts.
- 2) Underage\* guests must be accompanied by a responsible unit owner/lessee when using the shuffleboard courts.
- 3) All shuffleboard equipment must be signed out/in by a responsible adult and returned to the storage area. We trust in the honor system.

**2.8 SAUNA ROOMS / EXERCISE ROOM**

- 1) Underage persons are not permitted in sauna rooms unless they are accompanied by a responsible adult.
- 2) Underage persons are not permitted to use the exercise equipment unless under the supervision of a responsible adult.

*\*Underage is defined as under the age of eighteen years.*

In the interest of SAFETY, it is mandatory that no one use the exercise equipment while in wet bathing attire or with bare feet. Proper footwear is required for your safety. (Ex: No flip flops or sandals)

## **2.9 BILLIARD ROOM**

The Billiard room is for the use and entertainment of our occupants. The equipment is costly both in purchase price, maintenance and repair. In order that we may all enjoy this facility, the following rules are in force:

- 1) Owner and Lessees shall have preference in the use of the facilities of this room. All others are expected to relinquish the billiard tables upon request of the Owner and Lessees.
- 2) Underage persons shall not have use of the tables.  
All persons shall be appropriately clothed while in the Billiard room. (e.g., NO bathing attire, NO bare feet).
- 3) Boisterous conduct will NOT be tolerated.
- 4) Do not "HOG" the use of the tables. Give some of the other waiting players an opportunity. Time restrictions will be reviewed.
- 5) Please report to the Condominium Office or any Board Member any misuse of equipment.

THE LAST PERSON LEAVING THE RECREATION BUILDING IS TO PUT OUT THE LIGHTS AND LOCK THE DOOR.

## **2.10 POOL AND POOL AREA**

The following sections present the complete set of rules regarding the use of the pool and pool areas. An abbreviated version of these rules is posted at poolside.

The rules for the use of the swimming pool are intended for your health and safety. These rules must be strictly followed. (as per city of Hallandale Beach ordinance)

### **2.10.1 HOURS OF USE**

- The swimming pool will be open for use from dawn to dusk.
- No swimming after sundown.

### **2.10.2 EXCLUSIONS FROM POOL AREA**

- Persons who are not Fairways Royale occupants or guests of the occupant are not permitted.
- Underage guests must be accompanied and supervised by an adult at all times.
- To maintain the health and safety of all persons, anyone with infection, contagious or other unsanitary health conditions such as colds, open blisters, sores or cuts are prohibited from using the pool.
- Anyone wearing diapers is not permitted in the pool. The sanitary aspects involved make this rule mandatory.
- Animals are not permitted in the pool or pool area at any time.
- Nudity is strictly prohibited.
- Rafts, balls, underwater swimming equipment are not permitted in the pool.

### **2.10.3 POOL CAPACITY**

THE POOL CAPACITY IS NO MORE THAN TWENTY-NINE (29) PERSONS AT ANY TIME.

**2.10.4 POOL-SIDE SHOWERS**

- The showers are located behind the pool equipment.
- All persons MUST shower EACH time before entering the pool. This includes all or any portion of the body. Please bear in mind that the chemicals in tanning lotion, sunscreen and perspiration break up the chlorine disinfectant in the pool.
- When using oils or lotions, a shower MUST be taken before entering the pool. The machinery of the pool may become clogged, resulting in costly repairs. Also, it becomes costly for the pool maintenance cleaning.

**2.10.5 CODE of CONDUCT**

- Persons using the pool are urged to respect the rights of others so that all bathers may enjoy the pool area to the maximum.
- Special rules are posted at the poolside. Any violations of these rules should be reported to Management.
- Running, loud noise or boisterous conduct, or disturbing noise will not be tolerated.
- Throwing a ball or other objects in the pool or pool area is not permitted.
- Occupants are responsible for the acts of their guests.
- No diving or jumping.
- Swim Aids for disabled or others in need are allowed.
- Radio/Audio devices may be used only with earphones.
- The pool areas must be vacated during severe weather such as periods of thunderstorms and lightning.
- BLOWING THE NOSE into the pool is an effective way of spreading disease and is PROHIBITED.
- Urinating in the pool is strictly PROHIBITED.

#### **2.10.6 PROTECT CHAIRS AND CHAISE LOUNGES**

Persons using oil or lotions must protect chairs and chaise lounges by completely covering them with a towel or other suitable cover.

Note: For safety reasons, there should be an unobstructive clearance around the pool at all times.

Chairs or other obstructions, (including footwear), are not permitted within this area, as they are a hazard and may cause unnecessary accidents.

**SUGGESTION:** Please return chaise lounges and chairs to their designated location.

#### **2.10.7 FOOD, DRINK, SMOKING**

The following are prohibited in the pool fenced-in area:

- Food, snacks or other edibles
- Any glassware is not permitted
- Alcohol and other beverages are prohibited, with the exception of water
- Smoking/Vaping is not permitted in any indoor area of the buildings except your own apartment unit.

Outside of the buildings, smoking is only permitted in designated areas. The area behind the clubhouse is furnished with tables and chairs for this purpose.

Apartment unit occupants are responsible to inform their contractors and visitors of this rule.

#### **2.10.8 POOL STEPS**

- The steps must be kept clear at all times.
- Footwear is NOT to be left around the pool steps as they may become a trip hazard.

**2.10.9 RESERVING OF CHAIRS**

- Reserving of chairs or chaise lounges is not permitted.
- When moving chairs or chaise lounges, they are to be lifted and carried, NOT DRAGGED. Dragging will damage the chair legs as well as the pavement.
- Chairs, chaise lounges, as well as any other equipment shall not be removed from the pool or recreation area under any circumstances, except as in an emergency, such as hurricane, etc.

**2.10.10 HAZARDS**

- Playpens, toys or other items that may create a hazard or annoyance are not permitted anywhere in the pool or recreation areas.
- Bicycles are not permitted in the pool areas.
- **RUNNING** around the pool, or any form of **HORSEPLAY** is not permitted.

**2.10.11 WET BATHING ATTIRE**

- Wet bathing attire is not permitted in the recreation building, walking through the lobbies or into the elevators.
- A SHIRT OR ROBE, AND FOOTWEAR MUST BE WORN AT ALL TIMES WHEN WALKING TO AND FROM THE POOL.

## Section 3: Owner/Occupant

### 3.1 CARTS

Shopping carts labeled Fairways Royale are available for your convenience to assist with the bringing of groceries, etc. into your unit.

- 1) They are located in the 2<sup>nd</sup> floor laundry room closet.
- 2) When you are finished with them, please return them to the 2<sup>nd</sup> floor laundry room closet only.
- 3) Leaving them anywhere on the 1<sup>st</sup> floor & stairwells is a fire code violation.
- 4) Abandoning non-Fairways Royale shopping carts at any common area of the buildings is a violation that carries a fine up to \$1000.00 per incident.

### 3.2 DELIVERIES AND PICKUP

- 1) Notify the Association office of expected deliveries or pickup of furniture, appliances or other large items that may involve possible damage to the elevators. A Certificate of Insurance is required prior to any delivery.
- 2) Padding will be provided to protect walls and floors of elevators. A security deposit is required. This deposit will be held against any potential damage that may be done to common property. (*see section 7.2-1*)
- 3) Uncrating of furniture, etc. is not permitted on the catwalk, foyer or in lobbies.
- 4) All debris **MUST** be removed by the deliverer and not put into Association dumpsters.
- 5) Weekend and Holiday deliveries are NOT permitted.
- 6) Delivery hours are from Monday to Friday, 8:00 AM to 4:00 PM.

### 3.3 DESTRUCTIVE ACT

Unit Owners are ultimately financially responsible for any damages that they, their lessees and/or their guests may have caused to any of the common areas. The Unit Owner will be notified of any and all damages and the unit's account ledger will be assessed the cost of damages if not paid directly by the Unit Owner.

### 3.4 **GUESTS**

Definition of “guests” in this paragraph pertains to deeded owners only, exclusive of tenants.

- 1) Family Guests: owner is not necessary to be present.
  - a) direct family relatives are: (parents, grandparents, children, grandchildren, siblings and spouses of children and grandchildren) that have been pre-registered with the management office.
  - b) Non-Family Guests: anyone that is staying with the owner. The owner must be present.
- 2) Number of occupant guests
  - a) One-bedroom apartment unit: maximum of four occupants including the owners or screened permanent occupants at any one time.
  - b) Two-bedroom apartment unit: maximum of six occupants including the owners or screened permanent occupants at any one time.
- 3) Permitted period of stay for owner’s guests:
  - a) a non-family guest may stay for a total period of no more than twenty-eight (28) days in a twelve (12) month period.
  - b) the owner notifies the office regarding the guests. (refer to section 7.3)
  - c) the guests must also register at the office upon arrival with proof of id
- 4) Guests must be informed of the rules by their hosts, particularly the rules regarding the pool and recreational facilities.
- 5) Owners will be held responsible for the acts of their guests. If guests persistently violate rules despite adequate warning, the owner will be requested to terminate the use of the common facilities by such guests.



### 3.5 **OBLIGATIONS OF APARTMENT UNIT OWNERS**

The financial stability of Fairways Royale is an essential element for the safety and security of all apartment unit owners. To safeguard this stability, the following rules are enforced:

Maintenance Assessments are due monthly. The due date is the 1<sup>st</sup> of each month.

- If payment is not received by the 10<sup>th</sup> of the month, your account is considered past due. A late fee will be applied. (*see section 7.2-4*)
- If payment is not received within 20 days, your account is now considered to be delinquent, and you will receive a 1<sup>st</sup> notice. Appropriate interest charges will apply as well.  
(*Refer to the Declaration of Condominium Article XII-K1 Collections, Interest*)
- If payment is not received within 60 days from the due date, your account is still considered to be delinquent and you will receive a 2<sup>nd</sup> notice, followed with appropriate legal action.  
(*Refer to the Declaration of Condominium Article XII-K2 Collections, Suit*)
- If further action is required, collection and delinquent payments will be enforced by appropriate legal action, including the filing of liens, foreclosure and other legal proceedings. In such actions or proceedings, in addition to the collection of the late charges and interest, the Association shall sue to collect the cost of attorney's fees and disbursements.

Should there be a need for a Special Assessment, the aforementioned rules will apply as well.

### 3.6 **LEASING OR SALE OF AN APARTMENT UNIT**

- 1) Leasing or sale of an apartment unit is permitted. Such leasing or sale is subject to the approval of the Board of Directors, as provided in the Declaration of Condominium relating to transfers of ownership or disposition of interests.  
(Refer to the Declaration of Condominium, Article XIV-A & B).
- 2) Leasing of an apartment unit is only permitted after two (2) years of ownership.  
(Refer to the Amendment dated January 27, 1982).
- 3) The prospective buyer/lessee shall pay to the Association an application fee for the sale/leasing of an apartment unit. This charge covers the interview with the new owner/lessee, screening fee and credit report. All fees are subject to change.
  - a) Regarding the sale or transfer of title of an apartment unit,
    - i) the prospective buyer shall pay to the Association a one-time screening service fee. (see section 7.2-3)
    - ii) buyer must prove to have a credit score of >698
  - b) Regarding the leasing of the apartment unit,
    - i) the lessee shall pay to the Association a one-time screening service fee. (see section 7.2-3)
    - ii) Also, a security deposit (see section 7.2-1) to the Association for any damages to the common areas, to be reimbursed at the end of the lease should there be no damages reported. Should the damages exceed the security deposit, then the owner is responsible for the remaining amount.  
(Refer to the Amendment dated January 27, 1982).
    - iii) Regarding the security deposit, this is in addition to any Landlord/Tenant agreement.
- 4) The Association must also have a copy of the valid renewed lease.
- 5) The owner understands that while the apartment unit is being leased, the owner also forfeits his/her rights as an owner as to the use of all amenities to the common areas.
- 6) The leasing period shall be a single instance no less than three (3) months and not more than twelve (12) months over a twelve (12) month period.
- 7) It is strongly suggested that all lessees obtain renters insurance.
- 8) Persons under the age of eighteen (18) years are not permitted to reside in a private dwelling. This is a direct violation of our Declaration.

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### **3.7 MOVING IN OR OUT**

- 1) Notify the office a minimum of three (3) business days in advance prior to moving in/out of the building.
- 2) A security deposit (*see section 7.2-1*) to the Association for the mandatory use of the elevator pads. The fee is refundable within three (3) business days if no damage is caused to the elevator pads.
- 3) A valid liability policy and worker's compensation policy must be provided to the Association prior to moving in/out. The Association will provide the proper forms. Any damages resulting from the move, will be deducted from the deposit. Should the damages exceed the deposit (*see section 7.2-1*), then a loss claim will be filed with your insurance provider.
- 4) Moving hours are Monday through Friday starting at 8:00 AM and must be completed by 4:00 PM.
- 5) Moving in/out of the buildings is NOT PERMITTED on Saturday, Sunday or Holidays.

### **3.8 NOISE, NUISANCE OR OTHER DISTURBANCES**

- 1) Owners, lessees and guests shall not make or permit any disturbing noises that will interfere with the rights, comforts or convenience of other occupants. Owners, lessees and guests shall be respectful to everyone's comforts when using any musical instrument, television, radio, tools, etc. in the private dwelling.
- 2) As a private residence, any business that involves the maintenance of the stock of merchandise for sale from the premises, or frequent client visitations is prohibited.
- 3) Owners, lessees and guests shall not converse in loud tones or conduct themselves in a manner that disturbs or annoys others. Particular attention should be paid during the hours before 8:00 AM or after 11:00 PM.

### 3.9 **OBSTRUCTIONS: HAZARDS**

- 1) For everyone's safety and to abide by local fire regulations, the sidewalks, entrances, passages, elevators, lobbies, stairways, public balconies, catwalks, halls and other common elements, must not be obstructed or encumbered. The aforementioned must not to be used for any purpose other than ingress or egress to and from the premises, and shall be kept free and clear of rubbish, debris, and other unsightly materials; nor shall any wheelchairs, scooters, walkers, carriages, toys, shopping carts, chairs, benches, bicycles, tables, door mats, plants or any other objects be placed therein. It is prohibited to hang anything over the catwalk railings.
- 2) Lobbies may be decorated by the approval of the management office only.
- 3) The personal property of all occupants shall be stored within their apartment unit or assigned storage space (lockers).
- 4) Occupants shall not store any articles, whether in the apartment unit or in their assigned storage space (lockers), that will create a fire hazard.
- 5) Particular attention should be noted towards the storage room, not to store items that may attract pests.
- 6) The storage room shelf is to be used for broken down non-food soiled cardboard boxes and newspapers/magazines.
- 7) Mops, cloths, brooms and vacuum cleaner bags shall not be shaken from the apartment unit windows, stairways, chutes, private or public balconies, catwalks or in lockers or laundry rooms.
- 8) The hanging of garments, laundry or similar items is not permitted on balconies, stairways, catwalks or in other common elements, excluding laundry room. It is urged to avoid this on your private balcony as well.
- 9) Residents are not permitted to affix or install radio, television or telephonic antennae anywhere outside of their apartment unit.
- 10) Portable barbecues (whether gas, electric or charcoal) are not permitted on any private balcony, catwalk or on any stairway.
  - a) BBQ is permitted only in the common designated areas
  - b) User is responsible for proper cleaning after use

**3.9 OBSTRUCTIONS: HAZARDS (Continued)**

- 11) The roofs of all buildings are off limits. THESE ARE DANGEROUS AREAS AND THERE ARE NO GUARD RAILS.
- 12) THE ROOFS ARE NEW AS OF 2022 AT CONSIDERABLE COST TO ALL. ANY DAMAGE BY YOUR HIRED PERSONNEL IS YOUR RESPONSIBILITY.
- 13) Apartment unit owners are responsible for damages to the roof caused by their licensed repair technician while working on their A/C unit.
- 14) Prior to any access to the roof, proper scheduling and permission must be obtained from the Association management.

### 3.10 PARKING

- 1) Any vehicle belonging to the apartment unit occupant must be registered with the Management Office to receive a Resident Parking Permit.
  - a) Occupants must park only in their assigned parking space.
  - b) Occupants are not permitted to park in any of the guest spaces.
  - c) Occupant Parking Permit must be clearly visible otherwise there is a risk of being towed at your expense.
  - d) All vehicles must be parked head in. Do not back in the parking spot.
- 2) Guest Parking
  - a) Due to the limited number of guest parking spots available, the following is in effect:
    - i) Every guest parking spot is on a first come, first serve basis.
    - ii) Obtain from the apartment unit occupant, a daily guest parking permit containing the apartment unit number, date and length of time of visit. Place it on the dashboard so it's clearly visible.
    - iii) The color of the daily guest parking permit is building specific. The colors are as follows: (A building is yellow, B building is green, M building is blue)
    - iv) All vehicles must be parked head in. Do not back-in the parking spot.
  - b) Overnight visitors must also register and be assigned permission to park in guest areas.
  - c) Any vehicle found in the guest parking that is not properly registered with the Association will be towed at the occupant's expense.
- 3) No commercial vehicle of any type is permitted to park on condominium property overnight.
- 4) Vehicle must not display any advertisement.
- 5) No recreational vehicle, (including but not limited to) boats, trailer, etc. will be permitted to park on condominium property at any time.

### **3.10 PARKING (Continued)**

- 6) Occupants and their guests must NOT park their vehicle in parking space assigned to other occupants, unless permission is obtained from the rightful owner or lessee, and the corresponding Resident Parking Permit is displayed in the vehicle; nor shall vehicle be parked in driveways or in a manner that would inconvenience or block other occupants.
- 7) All vehicles must have a valid registration (tag) with proof of insurance. Vehicles with expired registration (tag) cannot remain on the premises because of expired insurance. Occupants will be requested to move the vehicle. Failure to do so will result in the vehicle being towed off the premises at the occupant's expense.
- 8) Occupants of vehicles that have fluid drips that damage the tarred surface of the parking space will be required to repair their vehicle and be faced with charges for the repair of the tarred surface. (*see section 7.2-8*)
- 9) No automobile repairs of any kind are permitted on condominium property.
- 10) No honking of horns or loud music.
- 11) There is additional city parking on the street, 14th Avenue or Atlantic Shores.

Note: All towed vehicles will incur the towing fee (to be determined by towing company), an administrative fee, and an administration fine.  
(*see sections 7.2-6 and 7.2-7*)

### **3.11 PETS**

Owners, lessees or guests are not permitted to keep or bring any pets on the condominium premises. Should the rare instance of an assistance animal such as Service Dogs and Emotional Support Animals are deemed necessary by a doctor, an application (refer to section 7.3) for approval must be submitted to the condominium office.

The occupant is responsible to provide the Association with the following information:

- vet medical records & notes, along with a photo of the animal
- up-to-date vaccination records
- valid updated registration
- for emotional support animals, a letter must be issued by a licensed mental health professional or physician verifying their patient's need for a support animal.
- for service animals, valid training certification

### **3.12 REGISTERING BY OCCUPANTS**

- 1) Occupants are to notify the Association office when leaving their apartment unit for an extended period of time, and when they will return. If absence is to continue for a substantial length of time, please leave the address and telephone number where you can be reached, with the office. Fill out the appropriate form (refer to section 7.3) with the association.
- 2) This procedure is essential so that emergencies may be handled properly and also for security protection.
- 3) Occupants are not permitted to have visiting guests while the apartment unit occupants are not in residence.  
The only exceptions of the apartment unit occupants are:  
parents, grandparents, children, grandchildren, siblings and spouses of children and grandchildren
- 4) Under no circumstances an unaccompanied guest under the age of eighteen (18) visit the apartment unit without an approved adult guest.
- 5) Occupants will be responsible for their guests' actions.

### **3.13 SECURITY KEYS**

Each apartment unit is issued with the following keys:

- Two different Medico keys
  - Two (2) building entry keys for the Front/Side Doors
  - One (1) key for the Pool
  - for additional keys (*see section 7.2-2*)
- These keys must remain with your apartment unit when selling.

**DO NOT LOSE YOUR KEYS!!!**



### 3.14 **WASTE DISPOSAL**

- 1) Our environment and most certainly our health, should dictate the utmost care. Due to the warm weather, we are all encouraged to help eliminate unsanitary conditions from trash chutes and garbage dumpsters. Example, (odors, insects, rodents, etc.). In doing so, if your apartment unit is equipped with a kitchen garbage disposal device, it is encouraged that it be used to the greatest possible extent.
- 2) Please refer to the user guide as to what is acceptable for the kitchen garbage disposal devices. (If you don't have a user guide, see the management office)
- 3) Certain foods are not recommended for the kitchen garbage disposal device.
- 4) Garbage that cannot be disposed of in the kitchen garbage disposal devices, should be placed in tightly closed bags before being deposited in chutes or dumpsters. Garbage bags shall be of a size to fall free in the chute. (NO LARGE BAGS)
- 5) Fat or grease **MUST NOT** be thrown into sinks or disposal devices. They should be placed in capped containers or covered cans and placed in a garbage bag before depositing in trash chutes. It is recommended to double bag your garbage.
- 6) Items that may be placed on the recycling shelf in the storage rooms:
  - a) newspapers or magazines, broken down cardboard boxes to a manageable size (non-food boxes)
- 7) Certain items should not be thrown down the trash chutes. These items should be brought down and placed in the dumpster:
  - a) empty bottles, food boxes (should be bagged as well)
- 8) City garbage service is twice a week (Mondays & Thursdays) for regular waste. Certain items are strictly prohibited to be thrown in the dumpster. The following list of items should be scheduled for proper disposal. Each owner is responsible to dispose of properly:
  - a) furniture, lamps, TV's, computers or large items, construction materials, Automotive liquids/chemicals, paints, hazardous waste, corrosive items, batteries, biomedical waste, etc.
- 9) In order to prevent blockage throughout toilet waste lines of the buildings, non-biodegradable items such as rags, paper towels, diapers, etc. should not be flushed down the toilets, but rather be included with the garbage and disposed of in the trash chute. Cleaning the blockage is a very expensive proposition to all owners.
- 10) **DON'T BE A LITTERBUG. THIS IS EVERYONE'S HOME!**

**3.15 REMODELING APARTMENT UNIT**

The following requirements must be met by ALL OWNERS wishing to remodel their apartment unit.

- 1) Remodeling work must be in compliance to governmental codes applicable to condominiums. You must contact the Association office prior to any work. They are here to facilitate the remodeling process and avoid any misunderstandings.
- 2) Remodeling work that **requires** a city permit
  - a) In order to obtain a permit from the city and the start of any work, an application form (refer to section 7.3) must be completed with your plans and submitted to the management office for approval by the Board of Directors.
- 3) Remodeling that **does not require** a city permit
  - a) An application form (refer to section 7.3) must be completed along with your plans and submitted to the management office for approval by the Board of Directors prior to the start of any work. These type of remodeling does require a licensed and insured professional.
  - b) Examples: Bathroom vanity, painting, toilet replacement, etc.
- 4) The Board of Directors approval of plans is contingent upon the Board's rights to inspect the work during remodeling. The Board of Directors requires an approximate date for completion. The Board of Directors encourages owners to include a contractual completion date with the contractor.
- 5) The apartment unit owner is ultimately responsible to ensure the license contractor provides a valid liability policy and worker's compensation policy to the Association prior to the start of any remodeling.  
Refer also to section 3-16 Contractors.
- 6) The Association will provide the owner with the proper forms (refer to section 7.3).
  - a) Apartment unit owners & licensed contractors are responsible for repairs to common elements that are damaged during the remodeling. This will be enforced.
- 7) The owner shall provide a deposit to the Association for: (*see section 7.2-1*)
  - a) the mandatory use of the elevator pads
  - b) and the maintained cleanliness (to the condominium standards) of the common elements on a daily basis
- 8) The fee is refundable within 3 business days after the completion of the remodeling if:
  - a) no damage is caused to the elevator or elevator pads
  - b) and the common elements are left in a clean state

**3.15 REMODELING APARTMENT UNIT (Continued)**

- 9) Any damages to the common elements resulting from the remodeling, is the responsibility of the Unit Owner and his/her licensed contractor. Therefore, the licensed contractor must provide to the association a valid liability policy and worker's compensation policy at least 3 days prior to the commencement of any work.
- 10) In the event the remodeling work is performed by a non-licensed person/contractor, then the Unit Owner shall be responsible for any and all damages caused to the common elements.
- 11) All plumbing and electrical modifications must be performed by licensed tradesmen in accordance with governmental codes. No recycled or used plumbing or electrical parts may be used.
- 12) No changes may be made to common elements. Integrity of or access to the common elements must be preserved as per the Fairways Royale Declaration of Condominium By-Laws and Rules and Regulations.
  - a) Examples of changes that must be pre-approved by the Board of Directors.
    - i) Windows and shutters
    - ii) Apartment unit entry doors (city permit, code compliance, color, style)
    - iii) All electrical work and major plumbing (replacing showers, tubs, sinks and toilets)
    - iv) Kitchen cabinets
    - v) Hot water heater replacement (Appropriate size as per load capacity of existing electrical panel)
    - vi) Flooring of any kind (tile, wood, laminate, etc.) excluding carpeting. Sound absorbing padding approved by the Board of Directors is required for all types of flooring.
    - vii) A/C replacement (interior/exterior equipment change)

***All of the above items, amongst others, are required to be performed by a licensed and insured contractor. The Unit Owner remains liable for any and all damages that occurs due to not using a licensed and insured contractor.***

- 13) An owner may identify his apartment unit with the apartment unit number of a type and size approved by the Association and mounted in a place and manner approved by the Association. No other signs may be displayed with the exception of:
  - a) City Building Permit
  - b) Government Issued Document

**3.15 REMODELING APARTMENT UNIT (Continued)**

- 14) No washing machines or dryers are permitted in apartment units under any circumstances.
- 15) No changes may be made in structural support walls.
- 16) No work of any kind is to be done upon exterior building walls or upon interior boundary walls without first obtaining the approval of the Board of Directors.
- 17) While remodeling is undergoing, the exterior must be cleaned daily of all dirt, dust, footprints, spills, etc. (this includes all catwalks, sidewalks, elevators, lobbies and all the common elements). The owner will forfeit the deposit if cleanliness is not maintained to the condominium standards.
- 18) Debris, old carpets, padding, cabinets, and furnishings must be hauled away by the apartment unit owner, contractor or tradesman. It is not permitted to use the Fairways dumpsters. The contractor or apartment unit owner will forfeit the deposit if the dumpsters are used for this purpose.
- 19) Construction noise is limited to the hours of 8:30 AM to 5:00 PM weekdays only.
- 20) Construction is not permitted on legal Holidays

**3.16 CONTRACTORS**

Any contractors or hired help providing services at Fairways Royale, prior to performing the work, must provide the condominium office with a current valid license, proof of liability insurance and also proof of workers' compensation insurance.

## Section 4: Monitoring of Rules

When there is an infraction of any of the rules, the management shall inform the occupant as such. Observance of the rules will be monitored by the management and the Board of Directors. The Board of Directors and management are the only persons authorized to advise persons involved in the event of any rule infraction.

In fairness to all apartment unit occupants, those occupants who repeatedly break the rules and/or fail to abide by the rules after being notified by management will subject their unit to a daily fine until the situation has been corrected. The fine may be implemented after a hearing is held on the violation. The Association will issue the hearing notice in accordance with Florida law.

The Board of Directors sincerely wishes that charges will not be necessary, and that apartment unit abide by the rules so that the following will not be necessary.

- 1) any apartment unit occupant may report a violation to the management office or the Board of Directors. To the extent possible, proof of the offense must be presented with the report.
- 2) management office shall notify the violator under the direction of the Board of Directors.
- 3) if the violation persists and is not corrected within a reasonable timeframe, then a registered letter is sent to the Unit Owner notifying them of the violation. A response from the Unit Owner is expected. Each violation is subject to a daily fine and will be assessed in accordance with Florida law.
- 4) if you disagree with the violation then be sure to appear at the hearing that will be held regarding said violation.
- 5) If the violation committee determines that the violation is valid and fines are assessed, then said fines will be applied to your monthly statement account ledger.

FAIRWAYS ROYALE ASSOCIATION, INC. BOARD OF DIRECTORS

## Section 5: Communication with Association and its Agents

Board of Directors deem it to be in the best interests of the Association to adopt a uniform and systematic procedure for how all unit owners shall communicate with board members, management, and/or staff of the Association, in order to avoid any miscommunication, and minimize interference with the Association's business. This policy will also set forth the communications allowed by board members among themselves and the unit owners. This policy supersedes any prior communication resolutions and/or policies which contradict this policy passed by prior boards, if any; and

All communications or information requests to the board of directors, management, security, or any other staff member or person working at the association, shall be in writing, and shall not be by email communications. Any requests shall be dropped off to the management and signed in with a date and time of the receipt of the written communication. If a unit owner is not able to drop the communication, they may send their request by certified mail. This excludes any legal requirements in the Florida Statutes which require communication to be sent via certified mail or any records inspections which are required to be sent by certified mail pursuant to the Association rules.

Any unit owner that requests a meeting with the Board of Directors or Management, emergencies exempted, shall be in writing and dropped off to the management and signed in with a date and time of the receipt of the written communication. A convenient time for all parties will be arranged as the board has a weekly management meeting to provide the priorities for the associations needs and the board will have to coordinate the meeting within those priorities.

Be it understood, abusive, vulgar, and harassing statements will not be tolerated and fines will be assessed against the offending unit owner(s), including any board members, for any violations of these rules. The Board of Directors will communicate daily with staff and management and shall determine the daily/weekly priorities of the staff and management. These instructions shall not be interfered with by any unit owner or unauthorized board member and any attempt to violate these rules shall result in the Board seeking relief against the unit owners by all legal means, including fines up to \$100 per occurrence.

Any communications made directly by any unit owner or board members to vendors or staff when they are not designated to do so, shall be considered interference without justification and for which the Board of Directors shall consider seeking fines for the violations, and/or injunctive relief against those individuals for violating this policy and tortuously interfering with Association business.

Neither management, any other staff member nor any single board member has the authority to provide or agree to accept any settlement or make any agreement, on behalf of the Association without a quorum and vote of the board. All requests for settlement must be provided in writing and delivered to management to be signed in with date and time. This does not apply to any statutory inquiries, such as legal inquiries, which are required to be provided by certified mail.

Should any resident or owner use profanities such as swear words or vulgarity in addressing management, Board or staff member(s), either verbally at open board meeting or otherwise, or by email, they will be subjected to a fine of \$100 per event. Any violations of the rules set forth herein shall be considered a violation subject to a fine of \$100 per event pursuant to §718.303(3), *Florida Statutes*, "[t]he association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association..."

Further, the board understands that they have a fiduciary responsibility to the association and its members and that they cannot disclose any privileged information to the membership without board approval or they could be violating the attorney-client privilege or any other privilege that may exist as the Board is the client. Board members are obligated to protect the privilege and assist in all Association responsibilities to the membership.

## Section 6: Records Requests and Inquires

The Board of Directors deem it to be in the best interests of the Association to adopt a uniform and systematic procedure for records inspections and inquiries. For purposes of the Rules pertaining to records and inquiries, the use of the term "Owner" includes the Owner's authorized representative and any person authorized to inspect and/or obtain copies of the Association's official records as set forth in the Florida's Condominium Act.

1. The official records of the Association are open to inspection by any owner or the authorized representative of the said owner at all reasonable times. The right to inspect the records includes the right to make or obtain copies, at a reasonable expense, if any, to the owner within a reasonable period of time after the inspection takes place. The Association is permitted to adopt reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying. The Rules are as follows:
  - a. Any owner who wishes to review the official records of the Association pursuant to the Florida Condominium Act shall be entitled to review all official records that are specifically identified which are not otherwise protected from inspection as set forth in §718.111(12), Florida Statutes; however, an owner review of the official records is limited to one (1) request every 30 days following the initial review of the records.
  - b. A renter of a unit has a right to inspect and copy only the declaration of condominium, the association's bylaws and rules, and the inspection reports described in ss. 553.899 and 718.301(4)(p).
  - c. The Association is only obligated to accept and respond to the first two (2) records inspection requests within any thirty (30) day period. Submitted in the manner set forth herein. Any additional records inspection requests will not be accepted or responded to until they are properly resubmitted and so long as they (along with any new records inspections requests) do not exceed two (2) requests within any thirty (30) day period.
  - d. If the Association does not have the records requested or the request is for records not considered official records of the Association, the Association will not be required to fulfill the request.



- e. The request to inspect official records must be submitted in writing via U.S. Mail certified return receipt to the Board, care of its Management Office. Requests by facsimile or electronic mail (e-mail) are not deemed proper written requests for inspection of official records. The official records will be made available for inspection within ten (10) working days after receipt of the written request. For purposes herein, "working days" means Monday through Friday, not including Legal Holidays. The location for the inspection is at the location that shall be designated by the Management Office in accordance with the condominium act.
- f. The official records of the Association will be available for inspection for no more than two (2) hours per inspection on any Monday from 9:30 to 12:30 p.m. The Owner is not permitted to remove the official records from the inspection location nor is the Owner permitted to alter or destroy said records. A fee of \$0.25 cents per page will be charged should copies be requested and shall be provided AFTER the records inspection takes place and not during the records inspection. The records may be photographed at the time of the inspection by the unit owner only or their designated representative on their phone or ipad or photocopied if the unit owner brings their own copier or scanner.
- g. In order to confirm that someone has been authorized by the record title holder of the unit to make a records inspection request, the record title holder must advise the Association in writing that the person is authorized to make such request. Persons not authorized, will not be permitted to inspect Association records even if the person is an occupant of the Association. Tenants shall only be entitled to review those documents permitted by the Florida Statutes.
- h. At no time during the inspection is the manager or Association representative obligated to sit down and hand pick the documents or explain the documentation. Records inspections are for inspection of records only and if there are any questions relating to the documents, unit owners must provide a written inquiry as set forth below.

2. When an Owner files a written inquiry:
- a. It must be sent certified mail return receipt requested to the Board care of the Management Office.
  - b. The Association is obligated to respond to one written inquiry per unit in any given thirty (30) day period. In such a case, any additional inquiry or inquiries will be responded to in the subsequent thirty (30) day period, or periods, as applicable.
  - c. The Board shall respond in writing to the Owner within thirty (30) days after receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquiry.

## Section 7: Appendix

### **7.1 DEFINITIONS:**

#### **OWNER**

The legal person(s) identified on the deed (record title owner) or any person holding a power of attorney or equivalent legal instrument certifying that such person is a legally authorized agent of the owner.

#### **OCCUPANT**

Refers to the actual person(s) that occupy the apartment unit. It may include the owner, a guest, a tenant or a permanent resident.

#### **LESSEE**

A tenant that is renting the apartment unit from the owner for a specific amount of time with a proper lease in place.

#### **PERMANENT RESIDENT**

These are persons who occupy an apartment unit as owner or lessee, or who are eighteen years of age or older and are entered into the Association records (See OCCUPANCY REGISTER page 5) as living with the owner or lessee on a permanent basis.

#### **GUEST**

All persons residing in the apartment unit, who are not permanent occupants as described above.

- Family Guests: *owner's presence is not necessary.*
  - direct family relatives are: (parents, grandparents, children, grandchildren, siblings and spouses of children and grandchildren) that have been pre-registered with the management office.
- Non-Family Guests: anyone that is staying with the owner. *The owner **must** be present.*

#### **VISITOR**

Any person visiting an apartment unit resident during the daytime.

#### **UNDERAGE**

Any person that is under the age of eighteen (18) is considered to be of underage.

#### **CONTRACTOR**

A personnel company that undertakes a contract to provide materials or labor to perform a service or to do a job.

## **THE ASSOCIATION**

The legal entity that is defined in the Condominium Declaration. It is defined as being, Fairways Royale Association Inc.

## **BOARD OF DIRECTORS (BOD)**

The group of individuals chosen by the apartment unit owners to serve as their representatives in handling all of the Association matters. They are elected using a fair voting system.

- a) All owners are encouraged to participate in being part of the Board of Directors and Association Committees.
- b) Pursuant to Florida Statutes Section 718.111(2)(d)(2) board terms that began on or after July 1, 2018 has an 8-year term limit with certain exceptions.
- c) Should any Officer of the Association appointed by Board of Directors miss more than 3 meetings, or demonstrate a lack of activity, there is a possible risk of reassignment.

## **EXECUTIVE BOARD**

The group of 4 individuals chosen by and from within the Board of Directors to handling all of the Association matters. They are elected using a fair voting system. The positions are: President, Vice President, Secretary, Treasurer.

## **MANAGEMENT**

The contract company or individual(s) chosen by the BOD to handle the daily matters pertaining to the management and upkeep of all apartment units, exterior dwellings and fairgrounds on behalf of the Association's interests.

## **APARTMENT UNIT**

This document utilizes the phrase "apartment unit" to refer to actual owner's deeded property. It is synonymous with "private dwelling" used in other documents.

## **7.2 FEE SCHEDULE**

- 1) Elevator Pads
  - The occupant shall provide a deposit of \$500.00 to the Association for:
    - i) the mandatory use of the elevator pads
    - ii) and the maintained cleanliness (to the condominium standards) of the common elements on a daily basis
  - The fee is refundable within three (3) business days after the completion of use if:
    - i) no damage is caused to the elevator or elevator pads
    - ii) and the common elements are left in a clean state
- 2) Additional Keys
  - additional building entry keys are at a cost of \$100.00
- 3) Screening Service Fee
  - the Association charges a one-time screening service fee of \$150.00 for US legal residents. For all others, the fee is to be determined at that time. For the purpose of calculating the fee, spouses or a parent or parents and any dependent children are considered one applicant.
- 4) Late Maintenance Fee
  - A late fee of \$25.00 will be applied
- 5) Non-occupant Fee
  - The non-occupant fee is \$20.00/month (*refer to Declaration Amendment dated January 27, 1982*).
- 6) Tow Administration Fee
  - The Tow administrative fee is \$25.00
- 7) Tow Administration Fine
  - The Tow administrative fine is \$100.00
- 8) FS 718 Fines
  - Florida Statute 718 states that the fining is set at \$100.00 per day to the max of \$1,000.00 per violation.
- 9) Blue Book
  - Copies of Rules & Regulations, and by-laws \$100.00

## **7.3 FORM SCHEDULE**

To obtain the most current form, requests must be made through the management office.

\_\_\_\_\_ end of document \_\_\_\_\_