

# THREE HORIZONS NORTH CONDOMINIUM ASSOCIATION



## RESIDENT HANDBOOK

1470 NE 125<sup>th</sup>, Terrace, North Miami, FL 33161

Phone: (305) 897-7892

Email: [3horizonsnorth@gmail.com](mailto:3horizonsnorth@gmail.com)



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**THREE HORIZONS NORTH CONDOMINIUM ASSOCIATION, INC.**

1470 NE 125<sup>TH</sup> TERRACE, UNIT 605

NORTH MIAMI, FLORIDA 33161

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## **INTRODUCTION:**

Three Horizons North Condominium Association, Inc. is a non-profit entity established in 1970 to govern, service, and respond to the fiscal and management needs of the residents that reside in our building and who collectively contribute to the maintenance of the Association. The membership is comprised of the 117 owners within this building; however, the community extends beyond the ownership to their families and tenants. This Association is led by a maximum of 7 Directors who are elected to serve as volunteers each year by the ownership through annual elections.

As a Board, we are governed by and adhere to our Governing Documents, our By-laws and Florida Statute Chapter 718. that dictate the proper management practices and fiscal obligations required to provide our residents with all the rights and entitlements afforded to them as contributing members of this Association.

## **RESIDENT HANDBOOK**

Dear Residents,

We would like to welcome all our residents, owners & renters alike, to our community at Three Horizons North.

This Handbook is intended to provide our residents with the general information needed to:

- Access their AMENITIES & SERVICES
- Understand and adhere to the RULES & REGULATIONS
- Facilitate ACCESS & COMMUNICATION

It is the explicit goal of this Board to continuously maintain and improve the structural and social integrity of our homes, so that all residents can enjoy in our shared investment.

We understand as fellow residents that part of our role as your elected representatives is to keep you informed. As a result, our Board commits to providing you the respect and transparency owed to you as a financial contributor of this community. Our Board seeks to meet this responsibility and the many other demands at 3HN through the implementation of proper management practices and continued fiscal responsibility. In exchange we ask for your confidence and collaboration as we work to meet our objectives. Please keep in mind that the only way for us to share in the collective benefits of condominium living, is through the shared responsibility of maintaining our homes.

We encourage everyone to please review this handbook and take the steps necessary to make Three Horizons North a respectable and thriving community.

Best Regards,

Board of Directors,



Three Horizons North Condominium

## ASSOCIATION OFFICE & HOURS OF OPERATION

### **THREE HORIZONS NORTH CONDOMINIUM ASSOCIATION, INC.**

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### OFFICE HOURS

TUESDAYS AND THURSDAYS 4:00PM TO 6:00PM

### BUILDING HOURS

	<b>Weekdays</b>	<b>Weekends</b>	<b>Requires Board Approval</b>
Laundry Hours	8:00am – 10:00pm	8:00am – 10:00pm	NA
Minor Repairs, Moving & Cleaning	9:00am – 8:00pm	9:00am – 8:00pm	NA
Deliveries	8:00am – 10:00pm	10:00am – 6:00pm	Yes, please provide 24hr notice if a Delivery Truck will need access inside of building
Renovation/Repairs	9:00am – 6:00pm	10:00am – 6:00pm	Yes, see Rules & Regulations for details
Service Calls	9:00am – 6:00pm	9:00am – 6:00pm	Yes, please provide 24hr notice if your technician will need access to common elements such as roof, meter room, electrical room or other common area
Quiet Hours	10:00pm – 8:00am	10:00pm – 8:00am	NA

### **WHO TO CONTACT?**

<b>Three Horizons North Association</b>	
<ul style="list-style-type: none"> <li>• WORK ORDERS</li> <li>• SALES &amp; RENTALS</li> <li>• SERVICE ANIMAL APPLICATIONS</li> <li>• NEW TENANT APPLICATION</li> <li>• KEYS/ REMOTE/PASSES</li> <li>• GATE KEYPAD UPDATE</li> </ul>	<ul style="list-style-type: none"> <li>• PAYMENTS &amp; BALANCES</li> <li>• GRIEVANCES</li> <li>• RECOMMENDATIONS</li> <li>• GENERAL INQUIRY</li> <li>• MODIFICATION REQUESTS</li> <li>• RULES &amp; REGULATIONS</li> </ul>
<b>Others</b>	
<ul style="list-style-type: none"> <li>• ATT: (800) 288-2020 You will need your individual account # and PIN</li> <li>• Prestige Towing: (305) 592-7990</li> <li>• Commercial Laundries: (305) 592-7990</li> </ul>	



## AMENITIES & SERVICES

### CABLE



The Association is currently provided service through AT&T for Bulk Cable. As a paying member you are entitled to the basic cable package, AT&T U-Verse 200 and a TV Receiver with DVR.

Additional services, including upgrades in programming packages and internet access can be added at the owner's expense by contacting ATT directly at 866.299.6824.

Any issues related to your cable service should be addressed directly with AT&T at 800.288.2020. If access is needed for an AT&T technician to come on-site, please provide the board 24 hours' notice to grant access.

Three Horizons North Condominium already provides these AT&T services:  
U200 TV - 1 TV Receiver with DVR

**Get the ultimate bundle from one provider.**  
Upgrade your service for an affordable, additional monthly charge:

**AT&T U-verse TV**

HD \$10/mo  
U200 \$10/mo  
U400 \$25/mo

Total Home DVR capability<sup>2</sup>  
More HD - access to over 225 HD channels.  
More Sports - over 20 additional sports channels.  
More Premiums - HBO & Cinemax, More Music & Concerts in HD

**AT&T Internet**

Internet 25 \$19/mo

Experience up to 25Mbps of downstream speeds at home


**AT&T Phone**

Unlimited \$9/mo

Unlimited calling to the U.S., U.S. Territories and Canada.  
Over 20 calling features, including favorites like Caller ID, Call Waiting, Three Way Calling, and more.

Call today to learn more about our wireless offers!

Call today to establish your account and learn more about upgrade options:  
**866.299.6824**



### LAUNDRY

Laundry service is provided to us by Commercial Laundries.



**Commercial Laundries, Inc.**  
FAMILY OWNED AND OPERATED FOR 50 YEARS

- Each unit owner has access via key to the laundry room on their respective floor.
- Laundry cards can be purchased and refilled at the kiosk located on the lobby floor.
- Replacement keys are available at the office. (see fee schedule for pricing)

Maintenance will regularly clean and sanitize these facilities, however, please be courteous to your neighbors by reading and adhering to the laundry regulations for fair and proper use.

If you experience a problem with the devices on your floor or with the Kiosk, please contact Commercial Laundries Directly to request Service or Assistance at 305-592-7990.

### WASTE DISPOSAL



Waste Management provides services for our garbage and recycling. Trash chutes are available on each level inside of the Trash Rooms. These chutes are limited in capacity and should only be used to dispose of small garbage and debris. Any large bags, items, boxes and recyclables should be walked down to the dumpster located at the South Exit. Our services are limited to household disposal and do not provide pick up any oversized construction material, furniture, appliances or other large items. Unit owners and their contractors are responsible for disposing of these items offsite.

## **TOWING**



The towing company that services our local area is Prestige Towing.

Every unit purchased in the Association was also titled with a parking spot with the Association at the time of purchase. It is illegal to park a vehicle in someone else's assigned spot without their consent. Therefore, the unit owner is entitled to request a tow-truck to remove a vehicle from their private property.

If someone is parked in your registered parking spot you may contact Prestige Towing at 305.947.1100 and they will remove the vehicle at the vehicle owner's expense. Please make an initial effort to identify who is in your spot and why before calling a tow truck in case it can be easily remedied.

We ask that people refrain from malicious attempts to have other people's vehicles removed unnecessarily, such action will be reported to the authorities.

Note: While we appreciate our community's vigilance, only the Association may instruct a towing company to remove a vehicle from a guest spot or any other area in and around our premises. Your towing privileges should be restricted to matters relating to your assigned spot.

## **SECURITY**

The building is equipped with surveillance cameras throughout our common areas and around the building to assist in safeguarding our property. In the event of a safety violation or concern, please email the Association with the time and date of the incident you need inspected. Please note that the system will only retain information for 14 days, so it is important that you report incidents as they occur.

If evidence is found of foul play the Association can release the recordings to the requesting party and/or respective authorities. This system is meant as a deterrent and to provide evidence if an event were to occur but will not in all instances prevent an occurrence. We remind our residents to be mindful in protecting their personal belongings and respecting each other's as well.

## **FIRE MONITORING SYSTEM**

Our building is equipped with multiple fire-sensors along all common areas in every floor. The Association pays for the service and repair of a Fire Monitoring System, Fire Extinguishers, and renews its Life, Health & Safety Permit annually upon inspection. Each unit is equipped with speakers to alert residents in case of an emergency. Please note that each unit is required to maintain their individual smoke-detectors. We ask that you keep these operational for your personal wellbeing and that of your neighbors.



## **ROLE OF 3HN BOARD OF DIRECTORS:**

### **FIDUCIARY RESPONSIBILITY**

- The Board of Directors is required to discharge their duties in good faith, with care and ordinary prudence to maintain the health, safety and welfare of the building and its residents.
- Contract & pay all service providers & vendors for services rendered in a timely manner
- Prepare and adhere to annual fiscal budget
- Assign, receive, process & ledger all maintenance & assessment payments
- Enforce equitable collection actions against delinquent Owners
- Receive, process & ledger any additional income received by Association
- Prepare annual budget & financial reports for the preceding fiscal year in accordance to regulations

### **MANAGEMENT RESPONSIBILITY**

The Board, along with the contracted Management Company, is required to properly oversee, coordinate and maintain the record of the day-to-day management of the building. The Board must abide by the condominium documents, bylaws, and rules & regulations, in doing so the Board has the obligation & authority to:

- Levy assessments, and maintain, repair and replace the common elements of the property
- Notify & conduct regular meetings, annual meetings, budget meetings and elections
- Regulate and enforce governing rules of the Association
- Maintain proper records of meetings, agendas, budgets & any related documents for review
- Provide substantive response to any request or claim within 30 days, or within 60 days if the Board is requesting a legal opinion, or within 10 days of receiving the DBPR advice if requested
- Make records available for review within 10 days of written request for inspection and allow for copying of such records at the expense of the unit owner
- Notify of and hold Annual Elections in accordance to DBPR & governing document regulations

## **ROLE OF 3HN OWNERS & RENTERS:**

### **GENERAL RESPONSIBILITY**

- Unit owners must abide by the condominium documents, the condominium laws and regulations and the rules of the Association.
- Unit owners must pay their share of the common expenses. Failure to do so may result in liens or possible foreclosure by the association.
- Unit owners may use the common elements in a manner that will not hinder or infringe on the rights of the other unit owners.
- Unit owner insurance policies must conform to the requirements of section 627.714, Florida Statute.
- Unit owners must provide the association access to their units during reasonable hours for the following purposes:
  - To maintain, repair or replace any common elements;
  - To prevent damage to the common elements or other units;
  - To maintain the unit as required by the declaration of condominium; or
  - To prevent damage to the common elements or to a unit or units.
- Unit owners may not make any alterations to their units that would adversely affect the safety or soundness of the common elements or any portion of the association or condominium property the association maintains.

## UNIT OWNER RIGHTS

A complete listing of Unit Owner Rights can be obtained at the DBPR or on their website at:

<http://www.myfloridalicense.com/dbpr/lsc/documents/CondominiumGovernanceForm.pdf>



### **CONDOMINIUM GOVERNANCE FORM**

#### **DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION Division of Florida Condominiums, Timeshares, and Mobile Homes**

2601 Blair Stone Road  
Tallahassee, Florida 32399-1030  
Telephone: (850) 488-1122  
Facsimile: (850) 488-7149  
Toll Free: (800) 226-9101 (in Florida only)

Web Address:  
[www.MyFlorida.com/condo](http://www.MyFlorida.com/condo)

## UNIT OWNER VOTING RIGHTS

1. Unit owners may submit a notice of their intent to be a candidate for election to the Board no less than 40 days prior to the election.
2. Submit candidate information sheet no less than 35 days prior to the election.
3. Vote for the Officers that will serve on your Board of Directors by written, secret ballot or voting machine if there are more candidates than vacancies.
4. Unit owners may vote in person or by limited proxy for all matters (other than election of directors) in which the law provides that a vote of the unit owners must be taken. Examples of these issues include but are not limited to amending the governing documents, waiving reserves and altering the common elements.
5. Unit owners may vote at a meeting or by written agreement with a majority of all unit owners to recall any Board member





## **ASSOCIATION DUES**

Dues are used to pay the association's monthly expenditures as with any home. The Board is required to make use of your funds to keep all services and amenities operating continuously and efficiently. In addition to this, the Association must make use of these funds to preserve, maintain and improve the structural integrity of our building and its infrastructure. This includes but is not limited to its structural, mechanical and electrical soundness in order to maintain the property's value and integrity. The building must always also be insurable and insured. Therefore, everyone's timely contribution is necessary in the maintenance and long-term care of our mutual investment. Please make:

- all checks must payable to Three Horizons North Condominium
- a separate check for your special assessment and maintenance payments.
- all payments on or before the 10<sup>th</sup> of the month to avoid a late fee.

## **HOW TO MAKE YOUR MONTHLY MAINTENANCE PAYMENTS**

### **OPTION 1: ACH**

You will need to fill out the attached form and return it with a voided check. To expedite the process you may scan your form and return it via email to [3horizonsnorth@gmail.com](mailto:3horizonsnorth@gmail.com) or send the hard copy by regular mail. Once your account is set up in the system automatic debits will take effect each month.

### **OPTION 2: LOCKBOX**

Check can be sent with coupon via regular mail

### **OPTION 3: BILL PAY**

Log in To Your Bank's Website and Make or Program Your Payment(S)

### **OPTION 4: BUILDINGS ON SITE MANAGEMENT OFFICE**

Checks can be dropped off in the management office during office hours or you may drop your checks off at any time using the door slot on the office door of unit 605.

**Note: a \$25.00 late fee will be applied to all balances that remain unpaid after the 10<sup>th</sup> of each month. Accounts that become delinquent in excess of 90 days will be sent to collection at the unit owner's expense. Failure to rectify delinquency may result in foreclosure.**



## WHAT YOUR MONTHLY DUES COVER

- Elevator Maintenance
- Gates Maintenance
- Fire Alarm Maintenance
- AC Maintenance
- Electrical Maintenance
- Capital Repairs
- Office Expenses
- Management Expenses
- Repairs & Maintenance
- Facilities Maintenance
- Gas
- Electricity
- Water
- Landscaping
- Pest Control
- Cable
- Security Camera Systems
- Emergency Phone Lines
- Waste Disposal
- Fire Systems Maintenance
- Legal & Collections
- Accounting & Auditing
- Governmental Compliance
- Legal & Professional Fees
- Property Taxes
- Land Lease
- Recreational Lease
- Loans
- Assessments
- Insurance

Because we are dependent on each other as an association for the maintenance of our individual and shared interest, it is important that the association enforce the collection procedures afforded to it through Florida Statute. To avoid delinquencies in our association our we urge our residents to make their monthly payments timely.

## COLLECTION PROCESS

Failure to meet your monthly obligations without an effort to resolve them will result in the following actions:

### 3HN COLLECTION POLICY

<b>1<sup>ST</sup> NOTICE</b>	Account becomes delinquent for outstanding balances owed after 10 <sup>th</sup> of each month	<b>LATE LETTER:</b> 15 DAYS TO PAY
<b>2<sup>ND</sup> NOTICE</b>	If balances are not satisfied within 15 days of Late Letter	<b>DEFAULT LETTER:</b> 15 DAYS TO PAY OR BE REFERRED TO COLLECTIONS
<b>FINAL NOTICE</b>	If balances are not satisfied within 15 days of Default Letter	<b>NOTICE OF INTENT TO FILE LIEN:</b> 30 DAYS TO PAY OR LIEN IS FILED
<b>FORECLOSURE</b>	If balances are not satisfied within 30 Days of Intent to File Lien	<b>NOTICE OF INTENT TO FORECLOSE:</b> LIEN IS FILED REQUESTING FULL PAYMENT OR FORECLOSURE

**Note:** These procedures are in accordance to Florida Statute and allow the Association and its Owners a process by which to remedy delinquencies. Please note that aside from the \$25.00 late fee, owners are responsible for any administrative and legal costs associated with the collection of their debt. If you are having trouble meeting your obligations, please reach out to the Association to discuss the option of a payment plan early on.

## **SALES AND LEASES**

All residents over the age of 18 currently residing or intending to reside in 3HN must submit an application for approval. 3HN Bylaws require that residents, prior to the close of a sale or the acceptance of a rental agreement, receive board approval prior to moving in.

Approval consists of proof of identity, background check & interview for both owners and renters.

Before the board can grant a final approval, all applicants must review and sign a copy of the Association Rules & Regulations included in the Handbook acknowledging the receipt of said documents. This is the applicant's receipt that all owners and residents will adhere to the regulations of our building.

<b>MAXIMUM OCCUPANCY RESTRICTIONS</b>		
STUDIO	-	2 RESIDENTS MAXIMUM
1 BEDROOM	-	3 RESIDENTS MAXIMUM
2 BEDROOMS	-	4 RESIDENTS MAXIMUM

## **APPLICATION & ACCEPTANCE PROCESS**

1. Request application via email to [3horizonsnorth@gmail.com](mailto:3horizonsnorth@gmail.com)
2. Return application and all supporting documents to Association with Money Order with Application Fee\*
3. Applicants must make themselves available for interview with Board
4. Conduct interview and sign Association's Purchaser/Renter's Agreement acknowledging you have read and will abide by the rules and regulations of the Association.
5. Await Board Approval and schedule Move-In Date with Money Order for Move-in Fee\*

**Note: The Association is allotted 30 days from the date in which it receives a completed application and supporting documents to return an Approval. (\*See fee schedules for details)**

## **KEY FEES**

Your seller and/or landlord should provide you with copies of all keys, laundry cards, and gate access remotes. In the event that you need additional access items you can purchase these from the Association.

<b><u>KEY AND PASS FEES</u></b>	
SECURITY KEY	\$75.00
POOL KEY	\$100.00
GATE ACCESS REMOTE CONTROL	\$100.00
LAUNDRY ROOM KEY	\$15.00
STORAGE ROOM KEY	\$15.00
GUEST PARKING PASS	\$25.00
LAUNDRY CARD (available in Lobby Kiosk)	\$5.00

**Note: Keys will only be sold to residents who have completed an application and have been approved by the Board of Directors.**

## FEES & FINES

<b>FINES &amp; FEES SCHEDULE</b>		
MOVE IN FEE / MOVE OUT FEE	NON- REFUNDABLE	\$300.00 / INCIDENT
SCREENING FEE PER PERSON > 18 YRS. OF AGE	NON- REFUNDABLE	\$100.00 / EACH
UNREGISTERED RESIDENT FINE	NON- REFUNDABLE	\$100.00 / DAY
UNAPPROVED MOVING VIOLATION	NON- REFUNDABLE	\$100.00 / INCIDENT
PET VIOLATION	NON- REFUNDABLE	\$100.00 / DAY
PET REGISTRATION & DEPOSIT	NON-REFUNDABLE	\$300.00/ EACH
LATE FEES	NON-REFUNDABLE	\$25.00 / INCIDENT
COPY OF GOVERNING DOCUMENTS	NON-REFUNDABLE	\$50.00 / EACH
RETURNED ACH / NSF FEE	NON-REFUNDABLE	BANK COST

### GENERAL RULES FOR COMMON ELEMENTS

- All **trash** must be disposed of adequately and in accordance with Rules & Regulations
- No **storage items** are permitted outside of your designated storage locker in common areas of the storage unit or anywhere else on the premises
- No items can be hung from **balconies**
- No **hazardous materials** can be kept inside units, on balconies or in storage units
- No **smoking** is permitted in common areas or inside the building itself
- **Repairs & Maintenance** must be reported prior to commencing to the Board for approval 24 hours prior to start date. Proof of vendor's license and insurance naming the association as additional insured as well as any necessary permits are required to be on file
- **Roof access** must be requested and approved 24hrs in advance. Access will only be provided to contractors who have supplied the necessary documentation.
- **Parking** is only permitted in your assigned area unless proof of rental is provided and signed by both parties prior to exchange of spaces
- No **exterior elements** can be replaced without prior approval of Board to ensure homogenous aesthetics of property, this includes windows and doors
- Please be courteous with regards to noise and smells affecting your neighbors, **quite hours** will be enforced from 10:00pm to 8:00am daily
- **Swimming pool** hours are from 10:00am to 6:00pm daily
- **Destruction** of common elements will result in the maximum allowable fine
- **Lockboxes** are only permitted on fire escape with the written approval of the Board

### FINES PROCESS

ACTION WILL BE TAKEN BY THE BOARD OF DIRECTORS AS FOLLOWS:

1 <sup>ST</sup> VIOLATION	WARNING LETTER
2 <sup>ND</sup> VIOLATION	\$100.00 FINE / MAXIMUM \$1,000.00

**Note: This process applies to all violations unless specified differently in the Association's Rules & Regulations. In the event that a violation persist, remains unattended, or are reoccurring, the board of directors will seek legal counsel & take the necessary and proper steps for enforcement.**





## **RULES AND REGULATIONS**

THESE RULES AND REGULATIONS WILL BE IN EFFECT AS OF DECEMBER 01, 2020 AND WILL SUPERSEDE ANY PREVIOUS RULES AND REGULATIONS.

### **1. PAYMENTS:**

ASSESSMENTS ARE DUE ON THE 1<sup>ST</sup> DAY OF EACH AND EVERY MONTH. FAILURE TO PAY ANY ASSESSMENTS WITHIN 10 DAYS AFTER THE DUE DATE SHALL ENTITLE THE ASSOCIATION TO LEVY AN ADMINISTRATIVE LATE FEE IN THE AMOUNT NOT TO EXCEED THE GREATER OF \$25.00 OR FIVE PERCENT (5%) OF EACH INSTALLMENT OF THE DELINQUENT ASSESSMENT, SAID ADMINISTRATIVE LATE FEE TO BE IMPOSED AGAINST THE DELINQUENT UNIT OWNER FOR EACH THIRTY (30) DAY PERIOD THAT THE ASSESSMENT REMAINS DELINQUENT. PAYMENTS MADE SHOULD BE APPLIED TO THE INTEREST AND ADMINISTRATIVE LATE FEE(S) IF ANY PRIOR TO BEING APPLIED TO THE DELINQUENT ASSESSMENT.

### **2. UNITS:**

- a. A UNIT MAY BE USED ONLY FOR SINGLE FAMILY RESIDENTIAL PURPOSES. NO UNIT MAY BE PARTITIONED OR SUBDIVIDED, EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM.
- b. EACH UNIT SHOULD BE OCCUPIED BY THE OWNER AND HIS/HER IMMEDIATE FAMILY OR HIS/HER TENANTS. TENANTS MUST HAVE APPROVAL BY THE BOARD OF DIRECTORS PRIOR TO OCCUPANCY. THE MAXIMUM NUMBER OR RESIDENTS PERMITTED TO LIVE IN A UNIT IS:
  - i. STUDIO 2 PERSONS
  - ii. 1 BEDROOM UNIT 3 PERSONS
  - iii. 2 BEDROOMS UNIT 4 PERSONS
- c. THE EXTERIOR OF THE BUILDING AND ALL AREAS APPURTENANT TO THE CONDOMINIUM SHALL NOT BE PAINTED, DECORATED, OR MODIFIED BY ANY UNIT OWNER IN ANY MANNER WITHOUT THE PRIOR CONSENT OF THE ASSOCIATION, WHICH CONSENT MAY BE WITHHELD ON PURELY AESTHETIC GROUNDS WITHIN THE SOLE DISCRETION OF THE ASSOCIATION.
- d. NO AWNINGS, WINDOW GUARDS, LIGHT REFLECTIVE MATERIALS, FANS OR AIR CONDITIONING DEVICES SHALL BE USED IN OR ABOUT THE BUILDING EXCEPT AS SHALL HAVE BEEN APPROVED BY THE ASSOCIATION, WHICH APPROVAL MAY BE WITHHELD ON PURELY AESTHETIC GROUNDS WITHIN THE SOLE DISCRETION OF THE ASSOCIATION.
- e. STORM SHUTTERS MUST BE WHITE ACCORDION STYLE. PRIOR MUNICIPAL PERMITS AND BOARD APPROVAL ARE REQUIRED.
- f. GUESTS SHALL ALWAYS BE SUPERVISED BY THE UNIT OWNER OR RESIDENT THEY ARE VISITING. INDIVIDUALS SHALL NOT BE PERMITTED TO PLAY OR LOITER IN STAIRWAYS, HALLWAYS, ENTRANCE WALKWAYS OR OTHER COMMON ELEMENTS.



- g. NO COMMERCIAL OR BUSINESS PURPOSE SHALL BE CONDUCTED OR SOLICITED IN ANY UNIT, EXCEPT AS PERMITTED BY APPLICABLE CITY AND COUNTY REGULATIONS.
  - h. NO UNIT OWNER MAY INSTALL OR PERMIT TO BE INSTALLED ANY WINDOW AIR CONDITIONING UNIT IN THEIR UNIT OR IN THE COMMON ELEMENTS.
  - i. THE ASSOCIATION HAS THE IRREVOCABLE RIGHT TO ACCESS ANY UNIT DURING REASONABLE HOURS WHEN NECESSARY FOR MAINTENANCE, REPAIRS OR REPLACEMENT OF ANY COMMON ELEMENTS OR OF ANY PORTION OF THE UNIT TO BE MAINTAINED BY THE ASSOCIATION OR AS NECESSARY TO PREVENT DAMAGE TO COMMON ELEMENT OR TO A UNIT. **IT IS STRONGLY SUGGESTED THAT ALL UNIT OWNERS PROVIDE THE ASSOCIATION WITH COPIES OF THEIR UNIT KEY. IF MANAGEMENT DOES NOT HAVE A UNIT KEY AND A MAINTENANCE PERSON SUCH AS A LOCKSMITH, PLUMBER, ETC. NEED TO BE CALLED FOR AN EMERGENCY THE OWNER/RESIDENT WILL BE BILLED IF ACCESS IS NOT GRANTED WHEN NEEDED.**
  - j. WASHERS AND DRYERS ARE NOT PERMITTED IN INDIVIDUAL UNITS. THE BOARD HAS RIGHT TO RANDOMLY INSPECT.
  - k. UNIT OWNERS ARE REQUIRED TO NOTIFY THE ASSOCIATION WHEN CONDUCTING ANY REPAIRS/REMODELING WORK AND COMPLETE THE REQUIRED MODIFICATION APPROVAL APPLICATION WITH THE SCOPE OF WORK, LICENSE AND INSURANCE FOR ALL CONTRACTORS AND ANY CITY/COUNTY PERMITS IF APPLICABLE FOR ALL WORK BEING DONE PRIOR TO COMMENCEMENT FOR THE BOARD OF DIRECTORS TO REVIEW AND APPROVE.
- 3. NO PET POLICY**
- THE CONDOMINIUM DOCUMENTS RECEIVED BY OWNERS AT THE TIME OF PURCHASE AS WELL AS THE RENTERS/RESIDENT HANDBOOK INCLUDE A NO PET POLICY HOWEVER, A FEW YEARS AGO THE BY-LAWS WERE MODIFIED. AS OF 2019 THE CONDOMINIUM ASSOCIATION HAS RETURNED TO A NO PET POLICY.
- a. OWNERS WHO ACQUIRED PETS OR SERVICE ANIMALS DURING THE TRANSITION WILL BE GRANDFATHERED IN PROVIDING THEY ABIDE BY THE PET POLICY SET FORTH BY THE 3HN BOARD OF DIRECTORS.
  - b. OWNERS OF SERVICE ANIMALS THAT WERE GRANDFATHERED MUST STILL FILE A PET INFORMATION SHEET.
  - c. UPON APPROVAL OF PET INFORMATION SHEET, A MEETING/INTERVIEW MUST BE SET WITH THE BOARD OF DIRECTORS TO MEET THE PET AND/OR SERVICE ANIMAL AND TAKE A PHOTO OF THE PET FOR THE UNIT FILE.
  - d. YOU MUST BRING THE FOLLOWING DOCUMENTS TO THE MEETING/INTERVIEW.
    - CURRENT SIGNED SERVICE ANIMAL AUTHORIZATION
    - VETERINARIAN PET RECORD INCLUDING PETS NAME, SEX, AGE, WEIGHT, BREED. PET MUST BE FLEA FREE AND UP TO DATE WITH ALL REQUIRED SHOTS.
    - CURRENT ANIMAL LICENSE FROM TH CITY OF NORTH MIAMI.
  - e. A FILE WILL BE CREATED FOR ALL SERVICE ANIMALS AND GRANDFATHERED PET OWNERS INCLUDING THE ANNUAL PET LICENSE(S) RECORD AND RENEWAL INFORMATION. ANY PET BEHAVIOR ISSUES IF ANY, AND RESOLUTIONS IF APPLICABLE, AND ANY PENALTIES FOR ANY RECURRING ISSUES.



- f. PLEASE NOTE NO REPTILES ARE ALLOWED. ONLY DOGS 35 POUNDS OR LESS WILL BE GRANDFATHERED IN AS WELL AS OWNERS SHEEPHERDING CATS AND BIRDS. AGGRESSIVE DOG BREED OF ANY SIZE WILL NOT BE PERMITTED. IF THE BOARD OF DIRECTORS DOES NOT APPROVE PET, OWNER WILL HAVE 30 DAYS TO FIND A NEW HOME FOR THEIR PET.

#### **4. SALES AND LEASING OF UNITS**

- a. IN THE EVENT THAT SOMEONE OTHER THAN THE OWNER OCCUPIES A UNIT, EITHER BY LEASING OR SELLING, THE OWNER MUST REQUEST WRITTEN APPROVAL BY THE BOARD OF DIRECTORS.
- b. ASSOCIATION HAS RIGHT OF FIRST REFUSAL PER ARTICLE III, SECTION 4 AND HAS TO BE NOTIFIED IN WRITING IN CASE OF SALE.
- c. LEASING IS ALLOWED ONLY WITH THE WRITTEN CONSENT OF THE ASSOCIATION. THE UNIT OWNER MUST FURNISH THE ASSOCIATION WITH A COPY OF THE LEASE. LEASES SHALL BE FOR ONE YEAR AND ARE NOT AUTOMATICALLY RENEWABLE. LEASE RENEWAL REQUESTS MAY BE EXAMINED BY THE SCREENING COMMITTEE AND APPROVED BY THE BOARD OF DIRECTORS. THUS, IN THE EVENT THIS RULE IS VIOLATED, THE UNIT OWNER WILL BE SUBJECT TO A FINE OF \$100.00 PER DAY, PLUS INTEREST, COURT COSTS AND ATTORNEY FEES.
- d. ALL TENANTS THAT COMMIT THREE (3) VIOLATIONS OF THE RULES AND REGULATIONS DURING A ONE-YEAR PERIOD WILL HAVE THEIR LEASE NOT RENEWED BY THE UNIT OWNER.
- e. ANY TENANT THAT CONTINUALLY VIOLATES THE RULES AND REGULATIONS OR IS A NUISANCE WILL HAVE THEIR LEASE TERMINATED IMMEDIATELY AND EVICTED FROM THE UNIT.
- f. THERE WILL BE A SCREENING FEE OF ONE HUNDRED DOLLARS (\$100.00) CHARGED WHEN A UNIT IS SOLD, RENTED, OR OCCUPIED BY ANYONE OTHER THAN THE OWNER. A COPY OF THE CLOSING STATEMENT/LEASE AGREEMENT /SALE AGREEMENT MUST BE SUBMITTED TO THE BOARD OF DIRECTORS FOR APPROVAL.
- g. THERE WILL BE A NON-REFUNDABLE MOVE IN/MOVE OUT FEE PAID TO THE THREE HORIZONS NORTH CONDOMINIUM OF THREE HUNDRED DOLLARS (\$300.00) BEFORE APPROVAL WILL BE GIVEN FOR ANY SALE OR LEASE.
- h. NO PURCHASE / LEASE SHALL MOVE ANY PERSONAL EFFECTS INTO A UNIT PRIOR TO RECEIPT OF WRITTEN APPROVAL FROM THE ASSOCIATION.
- i. LOCKBOXES ARE ONLY PERMITTED ON THE WEST EMERGENCY EXIT STAIRWELL ON THE FLOOR OF YOUR UNIT, ANY OTHER LOCKBOXES WILL BE CUT AND DISPOSED OF WITHOUT NOTICE.



**5. OWNERS RENTAL POLICIES**

- a. OWNERS WHO DESIRE TO RENT THEIR UNITS AND WHO CURRENTLY RENT THEIR UNITS MUST BE CURRENT ON ALL MAINTENANCE FEES AND / OR SPECIALS ASSESSMENT FEES IF APPLICABLE.

**6. COMMON ELEMENTS**

- a. THE SIDEWALKS, ENTRANCES, PASSAGES, FIRE EXTINGUISHERS, LAUNDRY AND ELECTRICAL ROOMS, STAIRWAYS, WALKWAYS AND LIKE PORTIONS OF THE COMMON ELEMENTS OR LIMITED COMMON ELEMENTS SHALL NOT BE OBSTRUCTED AND SHALL THREE HORIZONS NORTH CONDOMINIUM BE MADE BY FLORIDA INSURED DELIVERY COMPANIES THROUGH THE REAR DOORS OF THE BUILDING. UNIT OWNERS SHOULD BE PRESENT FOR THE DELIVERY. IF THE DELIVERY TRUCK IS TOO LARGE IT SHOULD BE ALLOWED ACCESS THROUGH THE GATE #3 ON THE WEST SIDE OF THE BUILDING. ELEVATOR #2 IS TO BE USED FOR DELIVERIES ONLY.
- b. BICYCLES ARE TO BE TAKEN IN AND OUT OF THE BUILDING THROUGH THE REAR DOOR ONLY. ELEVATOR #2 IS TO BE USED FOR BICYCLES ONLY.

**7. TRASH CHUTES, GARBAGE, CLEANLINESS**

- a. ALL GARBAGE MUST BE BAGGED IN PLASTIC BAGS AND TIED SECURELY BEFORE BEING THROWN DOWN THE CHUTES. NO ITEMS CAN BE LEFT IN CHUTE ROOM OR CLOSETS.
- b. ALL GLASS, PLASTIC, ALUMINUM, AND NEWSPAPER MUST BE TAKEN DOWN FOR RECYCLING AND PLACED IN THEIR CORRESPONDING BINS.
- c. CARBON BOXES MUST BE TAKEN DOWN TO THE GARBAGE ROOM, FLATTENED, AND PLACED INSIDE THE DESIGNATED AREA.
- d. NO GARBAGE OR TRASH CAN BE LEFT IN THE CONDOMINIUM'S COMMON AREAS OVERNIGHT
- e. ONLY HOUSEHOLD GARBAGE MAY BE DISPOSED OF IN THE DUMPSTER. NO FURNITURE, ELECTRONICS, RUGS, BLINDS, KITCHEN CABINETS, OR CONSTRUCTION DEBRIS CAN BE DISPOSED OF IN THE GARBAGE ROOM OR DUMPSTER.
- f. ANY GARBAGE RESULTED OF REPAIRS, REMODELS OR MOVES SHOULD BE DISPOSED OF OUTSIDE OF THE FACILITIES.

**8. SECURITY**

- a. UPON ENTERING AND EXITING THE CONDOMINIUM PROPERTY, CLOSE ALL GATES AND EXTERIOR DOORS. DO NOT PROP OPEN THE GATES OR DOORS LEADING INTO THE BUILDING OR INTO THE PROPERTY.
- b. DO NOT ALLOW UNKNOWN PEOPLE TO ENTER THE BUILDING. ASK THEM TO USE THE INTERCOM TO CALL THE UNIT OWNER OR TENANT.



- c. THE ASSOCIATION IS NOT RESPONSIBLE FOR THEFT OR PROPERTY DAMAGE TO AUTOMOBILES AND UNITS.

## **1. GARAGE AND PARKING**

- a. THE PARKING AREAS WITHIN THE CONDOMINIUM PROPERTY, INCLUDING ALL ASSIGNED AND UNASSIGNED PARKING SPACES ARE SOLELY FOR VEHICLES WITH A CURRENT PASSENGER VEHICLE REGISTRATION.
- b. VEHICLES WITH EXPIRED TAGS OR THAT CANNOT OPERATE ON THEIR OWN POWER SHALL NOT REMAIN ON THE CONDOMINIUM PROPERTY.
- c. NO VEHICLE SHALL BE REPAIRED OR WASHED ON THE CONDOMINIUM PROPERTY.
- d. THE WATER HOSE BIBS LOCATED THROUGHOUT THE PARKING GARAGE ARE FOR OFFICIAL USE OF THE CONDOMINIUM ASSOCIATION ONLY. THEY ARE NOT INTENDED FOR THE PERSONAL USE OF RESIDENTS.
- e. NO TRAILERS, MOBILE HOMES, CAMPERS, BUSES OR SIMILAR VEHICLES SHALL BE PARKED ON THE CONDOMINIUM PROPERTY.
- f. NO BOATS, RAFTS, CANOES, JET SKIS OR OTHER SIMILAR CRAFT SHALL BE ALLOWED ON THE CONDOMINIUM PROPERTY.
- g. CARS MUST BE PARKED WITHIN THE LINES DESIGNATED FOR THE PARKING SPACE AND NOT BEYOND THE COLUMNS. NO VEHICLE MAY BE PARKED IN A MANNER THAT BLOCKS THE INGRESS AND EGRESS OF OTHER VEHICLES.
- h. ONLY ONE (1) VEHICLE IS ALLOWED PER SPACE. MOPEDS, MOTORCYCLES AND/OR BICYCLES MAY NOT BE PARKED OR STORED IN THE SPACE WITH THE MAIN VEHICLE.
- i. ALL VEHICLES MUST BE REGISTERED WITH THE ASSOCIATION.
- j. UNIT OWNERS, TENANTS, RESIDENTS AND THEIR GUESTS SHALL PARK IN THE PARKING SPACES ASSIGNED TO THEIR UNITS. NO UNIT OWNER, TENANT OR RESIDENT OR THEIR GUESTS SHALL PARK IN A PARKING SPACE ASSIGNED TO ANOTHER UNIT WITHOUT THE PERMISSION OF THE APPLICABLE UNIT OWNER **AND** THE ASSOCIATION. UNIT OWNERS AND OCCUPANTS SHALL ONLY PERMIT THEIR GUESTS, INVITEES, AGENTS, CONTRACTORS, OR EMPLOYEES TO PARK VEHICLES IN PARKING SPACES ASSIGNED TO THEIR UNITS IF SUCH INDIVIDUALS ARE VISITING OR PERFORMING WORK ON THE UNIT TO WHICH THE PARKING SPACE IS ASSIGNED.
- k. BOARD APPROVAL IS REQUIRED FOR UNIT OWNERS TO RENT THEIR PARKING SPACE. ONLY RESIDENTS OF THREE HORIZONS NORTH CONDOMINIUM MAY RENT AN OPEN UNIT OWNER'S PARKING SPACE.





- l. TRANSPONDERS ARE ONLY TO BE USED BY OCCUPANTS OF THE UNITS. UNIT OWNERS AND OCCUPANTS SHALL NOT SHARE TRANSPONDERS FOR THE PARKING GARAGE OR THE CONDOMINIUM PROPERTY WITH NON-RESIDENTS. UNIT OWNERS AND/OR TENANTS MAY NOT GIVE THEIR ASSIGNED TRANSPONDERS TO ANY INDIVIDUALS OR BUSINESSES, SO THAT THE INDIVIDUALS OR BUSINESSES CAN ACCESS THE PARKING GARAGE AT ANY TIME, WITHOUT PRIOR APPROVAL OF THE ASSOCIATION.
- m. THE ASSOCIATION SHALL HAVE NO LIABILITY FOR LOSS OR DAMAGE TO ANY VEHICLE LOCATED UPON THE COMMON ELEMENTS WHETHER THE PRESENCE OF SUCH VEHICLE IS PERMITTED ON THE COMMON ELEMENTS BY THESE RULES.
- n. NO VEHICLES ARE TO BE PARKED IN THE FRONT DRIVEWAY OR OTHER COMMON AREAS NOT ASSIGNED FOR PARKING EXCEPT TEMPORARILY FOR A PURPOSE OF LOADING OR UNLOADING THE VEHICLE. VEHICLES PARKED FOR MORE THAN 20 MINUTES WILL BE TOWED AT THE OWNER'S EXPENSE WITHOUT FURTHER WARNING OR NOTICE.
- o. GUESTS ARE TO BE INFORMED OF THE DESIGNATED PARKING AREAS BY THEIR HOST AND SHALL HAVE THE PROPER GUEST PERMIT DISPLAYED IN THEIR VEHICLES. VEHICLES WITHOUT THE PERMIT WILL BE TOWED AT THE OWNER'S EXPENSE WITHOUT FURTHER WARNING OR NOTICE. GUEST PARKING IS LIMITED NO MORE THAN 48 CONSECUTIVE HOURS AND IS ON FIRST COME, FIRST SERVE BASIS.
- p. THE UNIT OWNERS ARE INDIVIDUALLY RESPONSIBLE FOR CONTACTING TOWING COMPANY IN CASE IF SOMEONE IS PARKED ON THE ASSIGNED SPACE. THE BOARD IS RESPONSIBLE FOR TOWING IN COMMON AREAS.
- q. IN THE EVENT WHEN SERVICE, TECHNICIAN OR VENDOR IS COMING TO THE BUILDING THE BOARD SHOULD BE NOTIFIED IN WRITING 24 HOURS IN ADVANCE FOR THE BOARD PARKING PASS TO BE PROVIDED TO PARK IN FRONT OF THE BUILDING. ALL PASSES SHOULD BE RETURNED WITHIN 12 HOURS.
- r. ANY INDIVIDUAL WHO FAILS TO COMPLY WITH THE ABOVE PARKING RULES, ANY OTHER EXISTING PARKING RULES AND REGULATIONS OR ANY PARKING REGULATIONS POSTED IN THE PARKING AREAS WILL BE FINED AND/OR HAVE A VIOLATION STICKER PLACED ON THEIR VEHICLE OR WILL HAVE THEIR VEHICLE TOWED AT THE OWNER'S EXPENSE.

**9. WINDOWS, DOORS, BALCONIES**

- a. ALL BALCONIES SHALL BE KEPT IN AN ORDERLY, CLEAN AND SANITARY CONDITION AT ALL TIMES. CONSISTENT WITH THE FOREGOING, THE PLACEMENT OF ANY CHAIRS, BENCHES, TABLES, FURNITURE OF ANY KIND, AND PLANTS SHALL BE OF SUCH A NUMBER, NATURE, AND TYPE AS ARE CUSTOMARILY USED FOR LEISURE PURPOSES AND IN ALL CASES SUBJECT TO THE BOARD OF DIRECTORS PRIOR WRITTEN APPROVAL.
- b. NO DRILLING OF BALCONY WALLS AND FLOORS, EXTERIOR WALLS, OR CEILINGS IS ALLOWED FOR ATTACHMENT OR HANGING OF ANY MATERIAL. NO OTHER GOODS, MATERIALS, AWNINGS, FIXTURES, PARAPHERNALIA OR THE LIKE ARE TO BE AFFIXED, PLACED OR STORED ON SAID BALCONIES EXCEPT WITH THE BOARD OF DIRECTORS PRIOR APPROVAL.

- c. NO GARBAGE CANS, RUBBISH, SUPPLIES, OR OTHER ARTICLES SHALL BE PLACED IN OR ON THE BALCONIES, NOR SHALL ANY LINENS, BLANKETS, CLOTHING, CURTAINS, RUGS MOPS, OR LAUNDRY OF ANY KIND OR OTHER ARTICLES, BE SHAKEN OR HUNG FROM ANY OF THE WINDOWS, DOORS, OR BALCONIES. NO VISIBLE CLOTHES LINES OR OTHER OUTSIDE FACILITY FOR DRYING OR AIRING CLOTHES SHALL BE ERECTED.
- d. NO SIGN, ADVERTISEMENT, NOTICE OR OTHER LETTERING SHALL BE EXHIBITED, DISPLAYED, INSCRIBED, PLANTED OR AFFIXED IN, ON, OR UPON ANY PART OF A UNIT WHICH MAY BE SEEN FROM THE COMMON ELEMENT. NO AWNING, CANOPY, SHUTTER, STORM SHUTTER OR OTHER PROJECTION SHALL BE AFFIXED TO OR PLACED UPON THE OUTSIDE WALLS, BALCONIES OR ROOF OF THE BUILDING UNLESS APPROVED BY THE BOARD OF DIRECTORS.
- e. SATELLITE DISHES ARE PERMITTED BUT CANNOT BE ATTACHED OR AFFIXED TO COMMON ELEMENTS (IE ROOF, EXTERIOR WALLS, ETC.)
- f. COOKING SHALL BE ALLOWED ONLY IN THE KITCHEN OF EACH UNIT. NO ELECTRICAL, GAS, CHARCOAL OR OTHER COOKING DEVICES, INCLUDING BUT NOT LIMITED TO OUTSIDE COOKING IS PERMITTED ON ANY BALCONY.
- g. A UNIT OWNER SHALL NOT HAVE ANYTHING AFFIXED OR ATTACHED TO, HUNG, DISPLAYED OR PLACED ON THE ROOFS, EXTERIOR WALLS, BALCONY WALLS, DOORS, BALCONIES OR WINDOWS OF THE BUILDINGS, NOR SHALL ANY UNIT OWNER SCREEN OR OTHERWISE ENCLOSE THEIR BALCONY.
- h. PLANTS, POTS, RECEPTACLES AND OTHER MOVEABLE OBJECTS MUST NOT BE KEPT, PLACED, OR MAINTAINED ON LEDGES OF WINDOWS. NO OBJECTS SHALL BE HUNG FROM WINDOWSILLS. ALL PLANTS MUST HAVE PROTECTIVE WATER DISH UNDER THE POT. RESIDENTS SHALL NOT THROW NOR ALLOW ANYTHING BE THROWN OR TOSSED FROM BALCONIES, WINDOWS, OR DOORS. NO CIGARETTE BUTTS CIGARS, CIGARETTES OR ANY OTHER KIND OF DEBRIS OR ARTICLE SHALL FALL, BE TOSSED, NOR THROWN FROM WINDOWS, DOORS NOR BALCONIES. NO SWEEPINGS OR OTHER SUBSTANCES SHALL BE PERMITTED TO ESCAPE TO THE EXTERIOR OF THE BUILDING FROM WINDOWS, DOORS NOR BALCONIES. HOLIDAY AND/OR DECORATIVE LIGHTS/LIGHTING ARE ONLY PERMITTED ON BALCONY RAILINGS DURING THE HOLIDAY SEASON BETWEEN NOVEMBER 15<sup>TH</sup> AND JANUARY 15<sup>TH</sup>.
- i. ALL ITEMS MUST BE REMOVED FROM THE BALCONIES DURING A HURRICANE WARNING. NO EXCEPTIONS!
- j. ANY FINDINGS BY THE ASSOCIATION SHALL BE FINAL THAT SUCH ANIMAL IS AN UNREASONABLE SOURCE OF ANNOYANCE, DISTURBANCE AND/OR DANGER.
- k. UNDER NO CIRCUMSTANCES SHALL ANY ANIMAL BE ALLOWED IN ANY PORTION OF THE COMMON ELEMENTS UNLESS CARRIED OR ON A LEASH.



- I. RESIDENTS SHALL NOT ALLOW THEIR PETS TO URINATE NOR DEFECATE ON ANY COMMON ELEMENT SUCH AS BUT NOT LIMITED TO WALKWAYS, STAIRWELLS, ELEVATORS, LAUNDRY ROOMS, PARKING GARAGE, AND LANDSCAPING.

#### 10. **SWIMMING POOL**

NO GUESTS SHALL BE ALLOWED IN THE POOL NOR ON ANY PORTION OF THE COMMON ELEMENTS WITHOUT THE UNIT OWNER OR REGISTERED RESIDENT PRESENT. UNIT OWNERS, TENANTS, AND THEIR GUESTS USING THE SWIMMING POOL DO SO AT THEIR OWN RISKS. UNIT OWNERS, TENANTS, AND THEIR GUESTS ARE REQUIRED TO FOLLOW AND OBEY THE POSTED RULES AND REGULATIONS AT ALL TIMES. CHILDREN UNDER THE AGE OF 12 MUST BE ACCOMPANIED BY AN ADULT AT ALL TIMES WHILE IN THE SWIMMING POOL. SWIMMING IN THE POOL IS PERMITTED BETWEEN THE HOURS OF 10:00 AM AND 8:00 PM DURING DAYLIGHT SAVINGS TIME AND 10:00 AM TO 6:00 PM EASTERN TIME. NO SWIMMING IS ALLOWED AFTER DARK.

#### **BELOW ARE SOME BASIC RULES FOR USING THE POOL:**

- A. SHOWER BEFORE USING THE POOL
- B. PETS ARE NOT ALLOWED IN THE POOL NOR IN THE GENERAL POOL AREA.
- C. NO LOUD NOISES. LOUD MUSIC, ROUGH PLAY, RUNNING, PLAYING BALL, OR THROWING OBJECTS ARE NOT PERMITTED IN THE GENERAL POOL AREA.
- D. BBQ OR COOKING IS NOT ALLOWED IN THE GENERAL POOL AREA.
- E. BEVERAGES MAY BE CONSUMED IN THE POOL AREAS. GLASS, BOTTLES, OR BREAKABLE CONTAINERS ARE NOT PERMITTED IN THE POOL AREA. ANYONE CONSUMING BEVERAGES AND/OR FOOD IS RESPONSIBLE FOR CLEANING UP ANY GARBAGE AND WILL FURTHER BE HELD STRICTLY LIABLE FOR ANY INJURIES RESULTING FROM BROKEN GLASS OR INAPPROPRIATE PLAYING.
- F. A TOWEL OR ANY OTHER FORM OF PROTECTION MUST BE PLACED ON THE POOL FURNITURE TO PROTECT OTHERS FOR USE. IF MOVED, THE FURNITURE MUST BE PLACED BACK IN THE MANNER OF WHICH IT WAS FOUND.
- G. THE USE OF THE POOL IS FOR THE ENJOYMENT OF UNIT OWNERS, TENANTS AND THEIR IMMEDIATE FAMILIES AND GUESTS.
- H. ALL NON-TOILET TRAINED CHILDREN MUST WEAR "SWIMMIES" OR OTHER WATERPROOF PROTECTIVE SWIMMING GARMENTS IN TH POOL.
- I. OWNERS AND GUESTS ENTERING THE BUILDING FROM THE POOL AREA SHOULD BE COMPLETELY DRIED OFF AND SHOULD NOT BRING IN WET CLOTHING AND MATERIALS THAT CAN CREATE PUDDLES AND CAUSE A LIABILITY.
- J. CLOTHING AND SHOES ARE REQUIRED ATT ALL TIMES IN COMMON AREAS INCLUDING GOING TO THE POOL AND RETURNING FROM THE POOL.

#### 11. **VIOLATIONS AND FINES**

THOSE UNIT OWNERS WHO VIOLATE THESE RULES AND REGULATIONS SHALL BE RESPONSIBLE FOR ALL COSTS INCURRED BY THE ASSOCIATION, INCLUDING BUT NOT LIMITED TO COURT COSTS, AND REASONABLE ATTORNEYS FEES IN THE PROCESS OF RECTIFYING THE NONCOMPLIANCE. THESE COSTS SHALL ALSO INCLUDE THE REMOVAL OF ALL ARTICLES, VEHICLES, AND SUBSTANCES FROM THE CONDOMINIUM PROPERTY WHICH WERE PLACED THEREON IN VIOLATION OF THESE RULES AND REGULATIONS.