

# **Rules and Regulations Of Parc Court Condominium Association, Inc.**

The following are the Rules and Regulations for the Parc Court Condominium Association, Inc. as amended by the Board of Directors on July 9, 2020.

These Rules and Regulations shall apply to and be binding upon all unit owners, family members, guests, invitees, tenants, lessees, employees, agents, or any other person under the control or supervision of a unit owner.

## **Definitions**

“Association” means Parc Court Condominium Association, Inc., a Florida not-for profit, which is the corporate entity responsible for the operation and administration of the condominium.

“Board” means the Board of Directors which is responsible for the Association.

“Common elements” means those portions of the condominium property not included in the units which are maintained by the Association, including but not limited to: grounds and landscaping, exterior walls, roofs, driveways, and parking areas.

“Limited common elements” means any portion of the common elements which are reserved for the exclusive use of a certain unit (those areas and structures attached to or associated with an Individual unit), including but not limited to: garages, assigned parking spaces, balconies and patios.

## **Alterations and/or Structural Modifications:**

No alterations, additions, improvements, changes or modification to the common elements, limited common elements, the exterior of the buildings, or the exterior of a unit, is allowed without completing an Architectural Modification Request Form and prior written consent of the Board. Failure to comply will result in an automatic fine.

No awning, canopy, shutter, hurricane shutter, antenna, satellite dish, wiring, nails and/or screws, or any other projection or decorative item shall be attached to or placed upon the outside walls, or roof of the condominium buildings without the prior written consent of the Board. In addition, no window film (silver or metallic is not allowed) can be applied to windows without prior written consent of the board. Screen replacements must be similar in style, color and quality to the originally installed screen.

The installation of any hard and/or heavy surface floor coverings including, without limitation, tile, laminate and wood, on **2<sup>nd</sup> floor units, must have an Interior Architectural Modification Request Form submitted and approved by the board, before any installation begins.** In order to inhibit the effect of noise to the adjacent or below units, the aggregate sound isolation and acoustical treatment must carry a minimum Sound Transmission Classification (STC) of 72 and a minimum Impact Isolation Classification (IIC) of 71.

If any installation of hard and/or heavy surface floor coverings is made in violation of these

standards, the Association shall have the immediate right to prohibit any further installation or, if already installed, require that the floor coverings be removed at the unit owner's expense and replaced with floor Coverings and sound insulation which meets the above described standards.

### **Air Conditioning:**

No air conditioning equipment other than equipment originally in the unit or replacement of non-working equipment is permissible. No wall or window air conditioning units are permitted.

### **Association Employees and Contractors:**

No unit owner or member of his family or guest shall give orders or instructions to Association employees or contractors.

### **Children:**

Each unit owner shall be responsible for the actions and any damage caused by their children or children visiting their unit. All children must comply with the Rules and Regulations of Parc Court. Children under twelve (12) years of age are not allowed in the pool or at the pool deck area unless accompanied by an adult. No children under twelve (12) years of age are allowed in the spa.

### **Damaged Common Elements:**

Any damage to the common elements, limited common elements, the condominium buildings, roadway, pool, spa, pool deck, clubhouse, and/or landscaped areas, caused by a unit owner or family members, guests, invitees, tenants, lessees, employees, agents, or any other person under the control or supervision of a unit owner, shall be the sole responsibility of the unit owner.

### **Decorations and Seasonal Displays**

Unit owners may temporarily display seasonal holiday decorations that are not attached to the buildings. Seasonal decorations may be displayed within the porch/patio and window area of the unit and shall be displayed no more than two (2) weeks prior to a specific holiday and removed no later than one (1) week after holiday. The only exception is the major holiday season in December during which the decorations may be hung after Thanksgiving and removed no later than the first week in January. The decorations should not be distracting to neighbors or other residents.

Residents may hang one (1) item on their door to welcome friends and neighbors, and Section 718.113 of the Florida Statutes allows the display of the U.S. flag in a respectful manner, and the attachment on the frame of the door, a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep.

### **Flammable Materials:**

No flammable, combustible, or explosive fluid, chemical, or substance shall be kept in any unit, garage, storage area, patio, or common element area, except as required for normal household

use. Electric Grills and only 1 lb. gas cylinders are allowed on the property. Charcoal or wood burning grills are prohibited. The storage or use of 20 lb gas cylinders is strictly prohibited, and only electric grills are permitted on 2<sup>nd</sup> floor balconies.

### **Guests:**

A "guest" is defined as a person or persons visiting an owner or lessee, and is considered someone who stays for a relatively short period of time, while the unit owner is also present. After 60 (sixty) days, they are considered a resident and must be screened.

A unit owner may from time to time permit members of his immediate family to his unit as a guest In his absence, for periods aggregating less than sixty (60) days In any consecutive twelve (12) month period, provided the Board Is given prior written notice of such occupancy. Any other person occupying the unit in the absent of a unit owner, must have a signed lease, be screened, and is considered a resident.

All guests are required to comply with all of the Rules and Regulations of the condominium, including parking, and other obligations created by the Declaration of Condominium and its exhibits.

### **Guns/Weapons:**

No guns or weapons may be discharged on any portion of the condominium property, including the common areas and inside units, except as might be permitted in the event of any emergency under the laws of the State of Florida. Guns and weapons include, but are not limited to: rifles, shotguns, handguns, pistols, dart guns, BB guns, pellet guns, and slingshots.

### **Hurricane Preparations:**

Each unit owner who plans to be absent from his unit during the hurricane season must make the following preparations prior to their departure:

- Remove all furniture, plants and other moveable objects from the exterior portion of the unit and patio area; and
- Designate a responsible firm or person to have a key and care for the unit should the unit suffer hurricane damage, and furnish the management company with the contact information of such firm or person.

Any unit owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other unit owners and/or the common elements resulting from such failure. Plywood may not be nailed to the outside of the building around any window and/or door.

**No permanent hurricane coverings are allowed AND  
all hurricane shutters must be board approved prior to installation.  
All shutters must be removed within 72 hours after the storm has passed.**

### **Insurance:**

The Association will continue to satisfy its insurance obligations under Florida law. However, the insurance for the Association generally only provides coverage for the damage to the structural elements of the building. It does not include coverage for floor coverings, wall or ceiling finishes, cabinetry, improvements, or the personal property contained within the unit, which is the insurance obligation of the unit owner or tenant. No item (such as 20 lb gas cylinders) that will increase the rate of insurance on the condominium property can be kept anywhere in the unit or on the property. Unit owners may also be responsible for the payment of any deductible under the Association's policy if damage is caused to their building by their negligence.

### **Noise/Nuisances:**

No stereo, television, radio, or other sound equipment may be played or operated in such a manner that disturbs, annoys or interferes with the peaceful enjoyment of other residents. No person shall make or permit any disturbing noises inside any unit or on any portion of the condominium property, including but not limited to: barking dogs, loud activities and profane, indecent, or unlawful language. No illegal activity or behavior of any nature shall be allowed within the community.

### **Parking:**

**DO NOT** convert your garage into a living area. Our docs explicitly state: "no portion of a garage required for the parking of an automobile shall be converted into a living space." The garage may not be altered in such a way that a vehicle cannot be parked in it.

**Each unit has two (2) assigned parking spots:** (1) the unit's garage and (2) the space or "limited common element", right in front of the garage. These two spaces are "exclusively yours". The rest of the driveways are "common elements" of the Association, which means it is "shared by everyone". **You cannot block the ingress/egress of another unit's driveway.** If a unit has more than two vehicles, and is infringing on the rights of others by blocking the entry/exit that is shared ("common element"), offsite parking arrangements must be made. **Guest parking is limited, therefore all residents, unit owners and lessees, may not park in the guest parking spaces located throughout Parc Court.** Putting a guest tag in your car does not make you a guest. All vehicles parked in guest parking spaces are recorded.

The parking rules, both above and below, shall apply to all unit owners, family members, guests, invitees, tenants, lessees, agents, or any other person under the control or supervision of a unit owner:

- All visitors parked in guest parking must display a valid Parc Court blue guest tag, hung from the rearview mirror so that the number can be read from the outside.
- No parking is allowed on the street, grass or sidewalk. No car may extend into the street from a driveway;
- Parking of any commercial vehicles, vehicles with any visible advertisement/ lettering, or recreational vehicles, such as boats, jet skis, or trailers, in a driveway, along the road, or in a guest parking space, is strictly prohibited. These vehicles must be parked within a

garage, with the door closed. This restriction does not prohibit the temporary parking of commercial vehicles making deliveries or providing services to any unit or the condominium property and they may park in the street if needed;

- Motorcycles and motorized scooters shall not be parked or placed in any area other than in a garage, driveway, or designated parking space. Motorcycles and motorized scooters shall not be parked on the sidewalks or in the courtyards; and
- No major repair of any motor vehicle is allowed. No vehicle may be placed upon blocks, jacks or similar device, anywhere on the condominium property.

**The vehicle of any resident, unit owner or lessee, and/or the vehicle of any guest parked illegally by not adhering to these rules and regulations will be subject to an immediate violation sticker/boot/tow at the owner's expense.**

### **Personal Property:**

No chairs, benches, and/or tables are to be located in the courtyard. In addition, no more than 2 small (under 3 feet) personal items (potted plants, statues, and/or flags) per unit are permitted in the courtyard and on any Common Element and/or Limited Common Element of the Association. No planters/statues/flags are allowed in the courtyard beds. The personal property of a unit owner/lessee shall be stored within his unit or where applicable in assigned storage areas.

No hoses or trashcans are allowed to remain outside of any unit. They must be stored within the garage or storage area when not being used.

Bicycles must be stored inside the garage or unit. They are not permitted to be stored outside the unit or garage.

### **Pets:**

Owners may own only **one (1) cat or one (1) dog**. All owners of dogs, cats or other pets (including, but not limited to: birds, rabbits, reptiles and amphibians) are required to register their pets with the management company on the Pet Registration Form, acknowledging the rules and regulations regarding pets. In addition:

- All pets must be on a leash at all times when outdoors;
- No pet may be kept outside of any unit or upon any limited common element tied to a tree or by other means available;
- For all pets walked within the community, the unit owner will be responsible to clean up and dispose of the animal waste properly. There are four trash receptacles located on the property for bagged pet waste;
- No pets may be kept, bred or maintained for any commercial purpose; and
- **No pets are permitted within the recreational facilities (pool, spa, pool deck area or clubhouse).**

Owning a pet is not a right of the unit owner but is a license subject to termination at any time by the Board upon finding that the pet is vicious, repeatedly disturbing other residents, has become a nuisance to the community, is a threat to the health, safety, and welfare of the community, or

for repeated violations of these rules and regulations. The Board has the right to require the removal of the pet from the community in these instances. Pet owners shall be strictly responsible for all liability or damages to persons or property caused by a pet on the premises.

### **Planting:**

Owners and Lessees may not plant, move, remove, trim or relocate any outside plants, trees, shrubs, flowers or grass without **prior** written consent of the Board.

### **Roof:**

No person shall be permitted upon the roof of any building or shall cause anything to be placed on the roof of any building, for any reason, without prior written consent of the Board.

### **Service People:**

No unit owner/lessee shall permit any service people, whether for purposes of maintenance, repair, replacement, or improvement to work in his unit before 8:00 A.M. or after 9:00 P.M., except in cases of emergencies.

### **Signs:**

No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by any resident, contractor, sales person or realtor on any part of the outside or inside of any unit so as to be visible from outside of the unit, or upon any portion or part of the common elements.

### **Solicitations:**

No letters, flyers, brochures, advertising or other forms of solicitation can be placed on or under the door of a unit, or placed on the common elements, unless approved in advance by the Board of Directors in writing.

### **Swimming Pool/Spa:**

**The pool/spa hours are Dawn to Dusk.** Condominium pools are considered “public pools” and are governed by Chapter 514, Florida Statutes and Chapter 64E-9, Florida Administrative Code (FAC). Applicable law prohibits “night swimming” unless the lighting requirements of Section 64E-9.006(2)(c), FAC are met. A community that does not meet those requirements, and Parc Court does not, must ban pool or spa use from a half-hour before sunset until a half-hour after sunrise.

The pool, spa, and pool deck area are for owners, lessees, residents, and guests of Parc Court only. All residents must complete the form “Receipt for Pool Key Fob” in order to have access to the pool area. All rules and regulations posted at the pool are in full force and effect and should be strictly followed. In addition to any rules posted at the pool, the following rules are also in effect:

**You use the pool/spa at your own risk.**

- The Association does not employ a lifeguard; anyone using the pool/spa does so at his/her own risk. The Association assumes no liability.
- Children under 12-years of age are not permitted in or around the swimming pool or spa unless accompanied by an adult, at least 18 years old.
- For health and safety reasons, children under the age of twelve (12) are not allowed in the spa.
- **Glass is expressly prohibited in the pool deck area.** Beverages and food must be in plastic/ can containers;
- No food or beverages are permitted in the pool or spa;
- Barbecues are not permitted in the pool deck area or around the gates leading into the pool deck area;
- All garbage must be disposed of properly in the trashcans located around the deck;
- The gates leading into the pool area must be kept closed at all times;
- Rafts and/or flotation devices are permitted only when they do not interfere with others using the swimming pool;
- **No diving** is permitted in the swimming pool;
- Showers must be taken before entering the pool or spa.
- Anyone using suntan lotion or oil must cover any lounge or chair they are sitting on with a towel;
- Proper swim attire is required for all adults. All infants and toddlers must wear a swim diaper/pull-up or waterproof garment over a diaper while in the swimming pool;
- **No pets are permitted in the pool/spa area and deck;**
- Running, high volume music, and extremely loud noises, (i.e.: screaming), and boisterous activity is prohibited. Residents have the right to quiet enjoyment in their homes and at the pool area.
- Owners/ lessees must rent the clubhouse for all personal parties, in order to have their guests use the pool and spa. The pool deck area is not private; it is for all residents to use.

### **Trash/Garbage:**

Trash and recyclables should be placed in the proper City of Plantation bags. Trash (blue bags) and recyclables (clear bags) may not be put out prior to 5:00 P.M. the evening before pick-up.

Trash pick-up is every Wednesday and Saturday. Recycled plastics, cans, newspapers, bottles, etc. are picked up on Wednesdays only. If trash or recyclables are not collected by the City of Plantation, the resident must bring in any trash or recyclables that were not picked up. Neither one can be left out for the next pick-up day.

Bulk Pick-up is once per month on Saturday only. Items may be put out after 12 noon, the Friday before the pick-up date. See the Plantation city schedule or Parc Court website for the exact dates.

**BLACK AND/OR WHITE BAGS ARE NOT PICKED UP!**

## **Unit Maintenance & Repair**

Each unit owner is responsible for the maintenance and repair of their unit. In particular they need to ensure that hot water heaters, air conditioners, clothes washers/dryers, toilet valves, plumbing lines and patio screens are periodically inspected and repaired/replaced as needed, so as not to cause damage to other units.

If a roof leak is reported and it turns out to be a plumbing leak, the unit owner will be responsible for the service fee incurred.

## **Waterbeds**

No waterbed or flotation bedding system is permitted in any unit unless proof of insurance in the amount deemed reasonable to protect against personal injury and property damage, which may result there from, is provided to the Association.

***The provisions of CHAPTER 718 of the Florida Statutes (The Condominium Act), the PARC COURT DECLARATION OF CONDOMINIUM, and the ASSOCIATION RULES AND REGULATIONS are binding upon the Association and its members. If there are any alleged conflicts between the first two documents and the Association Rules and Regulations, the former takes precedence over the latter.***

### **PARC COURT CONDOMINIUM, INC.**

### **VIOLATION ENFORCEMENT POLICY**

In the event of a violation by a unit owner or lessee of any of the provisions of the Declaration, the Articles or the By-Laws, or these Rules and Regulations, the Association shall have the right to assess fines against a unit owner or its occupants. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the above documents, including but not limited to legal action for damages or injunctive relief.

This policy was formed in accordance with Florida Statute 718.303\* and the Declaration of Condominium\*\*.

The term **violation** shall mean and include any failure to follow and/or observe the Association's Governing Documents.

The term **single violation** shall mean any violation of the Association's Governing Documents which has a definite commencement and cessation, but has occurred more than once.

The term **continuous violation** shall mean any violation of the Association's Governing Documents which is ongoing for a period of time and has not been cured within the time frame established by the Board for its remedy.



The due process procedure is as follows:

**Informal Action:** A letter of notice shall be sent, by mail and/or hand delivery, to inform the unit owner and any occupant or lessee of the owner, of a particular violation with a request for correcting or ceasing a particular activity within fifteen (15) days of the date on the letter.

**Board Action:** If the violation continues, or is not remedied, the board will meet at a duly-noticed meeting, and review the matter. A fine will be levied if deemed appropriate.

**Formal Action:** If the board has levied a fine, the person(s) to be fined is then entitled to a hearing before the Fine Committee. A formal written Notice will be sent registered mail, advising of the amount of the fine, and the date and time of the hearing before the Fine Committee. This letter must be received at least 14 days in advance of the hearing. If the violator fails to appear at the hearing, the fine will be imposed immediately following the hearing date.

**Fine Committee Action:** At the hearing, the committee must afford basic due process and allow the accused to be heard, state their case, and challenge evidence against them. The committee must, by a majority vote, either “confirm” or “reject” the fine levied by the board. The committee will submit written notification to the board of their decision.

**Issuance of Fines:** If the fine has been confirmed and imposed, a letter will be sent, registered mail, advising of the amount of the fine and the date due. If the person(s) who owe the fine does not pay, legal action will be taken and the person(s) will be liable for the Association’s attorneys’ fees and costs. In addition, the Association will suspend use rights of the common element amenities.

#### **References**

\*718.303 Obligations of owners become and occupants; remedies.—

(3) The 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. A fine may not a lien against a unit. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate.

(b) A fine or suspension may not be imposed unless the association first provides at least 14 days’ written notice and an opportunity for a hearing to the unit owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other unit owners who are neither board members nor persons residing in a board member’s household. If the committee does not agree, the fine or suspension may not be imposed.

\*\* In the event of a violation by any unit owner or any tenant of a unit owner, or any person residing with them, or their guests or invitees, the Association shall have the right to impose a fine against the unit owner and the unit. (Declaration of Condominium Sections 20.1 and 20.2)

**Fines Relating to the Non-Compliance of the CC&R's, Rules, and Regulations of the Association**

<b>SINGLE VIOLATIONS</b>	<b>PER OCCURANCE</b>
All Pet Violations	\$100.00
All Swimming Pool/Spa Violations	\$100.00
All Other Single Violations	\$50.00

<b>CONTINUOUS VIOLATIONS</b>	<b>PER DAY</b>	<b>MAXIMUM FINE</b>
All Alterations and/or Structural Modification Violations	\$100.00	\$1,000.00
All Flammable Materials Violations	\$100.00	\$1,000.00
All Lease Violations	\$75.00	\$750.00
All Other Continuous Violations	\$50.00	\$500.00