

**TRADE WINDS**

**OF**

**POMPANO**

**RULES AND REGULATIONS**

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## I. GENERAL

1. The rules and regulations here after set forth shall be effective June 1, 2007 and shall apply to and be binding upon all unit owners. The unit owners shall at all times obey these rules and regulations and shall use their best efforts to assure that they are faithfully observed by their families, guests, lessees, and all other persons over whom they exercise control and supervision. The Board of Directors reserves the right to make additional rules and regulations and to alter or amend these rules and regulations from time to time. Authority to make and enforce additions and changes to the rules and regulations is found in the Documents.
2. Notices of all meetings of the Board of Directors are posted on the official bulletin board adjacent to the entrance to the Office.
3. Owners shall furnish all occupants with a copy of these rules and regulations.
4. Any person observing infractions of these rules and regulations shall report the infraction to the office manager, verbally or in writing. Complaints should be specific.
5. Upon receipt of a complaint, the office manager shall file an Incident Report. Such Incident Report may be completed by the complainant or the office manager. All Incident Reports will be presented to the Board of Directors. At their discretion, the Board of Directors may notify the unit owner of the incident, and the Board may require a formal written response from the owner and/or appearance of the owner before the Board.
6. All occupants are responsible for assuring that these rules and regulations are observed in their entirety.
7. The Board of Directors has the authority to levy reasonable fines for infractions of the declaration of condominium, bylaws, articles of incorporation and regulations.

## II. OTHER GENERAL CONSIDERATIONS

1. **STATE LAW PROHIBITS** anyone from going barefoot in elevators, public lobbies and common corridors.
2. **STATE LAW PROHIBITS** smoking or carrying lighted cigarettes, cigars, pipes in the common areas.
3. The agents of the Association and any contractor or workman authorized by the Association may enter any apartment during any reasonable hour for any purpose permitted under the terms of the Declaration of Condominium or the By-laws of the Association. Whenever possible, the Association or its agents shall attempt to prearrange this entry with the owner. Entry for emergency conditions must be permitted at all times.



4. The Association will retain a passkey to each apartment. No owner shall alter any lock or install any lock on the door leading into the apartment without the prior consent of the Association. If such consent is given, the owner must provide the Association with key/keys. Keys will not be given out to workmen or unit owners. Owners are responsible for making proper provisions with another neighbor or friend if access is required to owner's unit in owner's absence.
5. Owners must maintain their apartments according to accepted sanitary principles and in good repair as an example, water leaks. The Association is not responsible for repairs required in any apartment. All suggestions for work to common areas should be submitted to the office manager.
6. All damage to the building, recreational facilities or other common areas or equipment caused by any resident, guest or lessee shall be repaired or paid for at the expense of the appropriate unit owner.
7. No owner shall make or permit any noise or odors that will disturb the occupants of other apartments or to permit anything to be done which will interfere with rights, comfort or convenience of other occupants. This shall include any disturbing noises from the building and all common elements.
8. No owner shall request or cause any employee of the Association or workers hired indirectly for the Association to do any work or business for the owner during the employee's or aforementioned worker's working hours, unless approved by the Board of Directors.
9. Notwithstanding the fact that an employee of the Association is working on his/her own time for a unit owner, all owners who wish to utilize the services of Association personnel or the Associations hired workers must sign an Indemnification/Hold Harmless Agreement with the office manager prior to the intended work. The unit owner assumes all responsibility and agrees to hold the Association and its Board of Directors harmless from any and all costs, liability and expenses incurred arising from any claims related to the performance of any work by the Association's personnel or the Associations hired workers in the unit owner's apartment.
10. The walkways, entrances, halls, corridors, stairways and roads shall not be obstructed or used for any purpose other than for ingress to and egress from the apartments.
11. No bicycles, scooters, baby carriages or similar vehicles or toys, including grocery carts, shall be allowed to stand in any of the driveways, parking areas, stairs, halls, elevators, balconies or other common areas, except where designated by the Board of Directors, and specifically, no items are to be stored in stairwells. Shoes, overshoes or slippers are not to be left out of Unit entrance doors. Items left on storage room floors or outside of storage cages without Board approval will be subject to disposal or donation without further owner notification.



12. Domestic help of the unit owners may not gather or lounge in the lobby, recreation room or other public areas of the building and grounds.
13. No owner shall use or permit to be brought into the apartments any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene or similar substances or articles deemed hazardous to life, limb or property. No toxic materials, oil based paints, thinner or other flammable substances shall be stored in storage lockers in our storage rooms.
14. No cooking shall be permitted on any balcony. Cooking is permitted only in the area designated by the Board of Directors.
15. The hall exit door of the apartment must be closed at all times.
16. The exterior of the apartments and all adjacent common areas to apartments shall not be painted, decorated or modified in any manner without the prior consent of the Board of Directors. Consent may be withheld on purely aesthetic grounds at the discretion of the Board of Directors.
17. The owners shall not put their names on any entry of apartments or mail receptacles except in the proper places as prescribed by the Board of Directors.
18. No decorations, furniture, plants, door mats or any other similar articles may be placed in the hallways or on the doors adjacent to or outside any apartment except as specified by the Board of Directors.
19. No radio or television aerial or antenna or satellite dishes shall be attached to or hung from the exterior of the building except as specified by the Board of Directors.
20. No awnings, window guards, light reflective materials, window ventilators, window fans, window air conditioners or other devices shall be used in or about an apartment except as approved by the Board of Directors. Approved window tinting is as follows: Front of building - shades of gray or dark blue. Back of building, shades of grey, dark blue or copper. New outside sliding doors and windows must conform to local building codes in force at the time of installation and must be accompanied by a local building permit and approved by the Board of Directors.
21. Unit owners may install hurricane shutters or protective devices at their own expense, providing that the unit owners comply with the Association's hurricane shutters policy then in force. Owners must get written approval from the Board of Directors before installation of hurricane shutters or protective devices. Unit owners are encouraged to replace louvre windows and sliding balcony doors with code approved impact resistant glass.
22. No sign, notice, advertisement or decoration shall be inscribed or exposed on, at, or from any window, balcony or other part of the apartments except as approved by the Board of Directors, nor shall anything be projected out of any window without such approval.

23. No items shall be shaken or dumped from windows or balconies nor shall any item be hung from balconies or railings or water allowed to drip from balconies. Balcony furniture must be maintained and kept in a neat and orderly manner. All furniture must be removed from balconies before an impending hurricane.
24. No dirt or other substance, whether liquid or solid, and no cigarette butts or similar materials shall be swept, thrown, ejected or dropped from the balconies, windows or doors.
25. All garbage and refuse shall be deposited in the garbage container or in the garbage chute so intended. Garbage should not be disposed of unless properly bagged and sealed in plastic.
- 26. Newspapers must be bagged or tied in bundles and put in the recycle bin.**
- 27. Paint cans, filters, large cartons, wooden boxes and the like are not to be put down the trash chute. These types of items clog the chute. Deposit them in the trash room on the first floor.**
- 28. No lighted cigarettes or similar items are to be disposed of in the trash chute. Special arrangement for disposal of oversize items which do not fit into our dumpsters must be made by individual unit owners or occupants and must not be allowed to remain in the garbage room or any other common area.**
29. Toilets, sinks, basins and tubs and all other water apparatus in the building and on the grounds shall not be used for any other purposes than for those so intended. Any damage to water or sewerage lines resulting from misuse of any water closets or other apparatus shall be paid for by the owner in whose apartment the damage was caused or originated.
30. If termites are totally contained within a unit (furniture, non-supportive walls, doors or door frames, baseboards), the unit owner is responsible for termite eradication. The Association is only responsible for termite eradication in common areas.
- 31. Each owner who plans to be absent from his unit during the hurricane season or for any other extended period of time shall follow the procedures set forth below:**

**Prior to departure, prepare the unit by:**

- a. Turning off the main unit water valves
- b. Unplugging unused electrical appliances
- c. Removing all furniture and other objects from the balcony.
- d. Turn off the circuit breaker to the hot water tank and/or disconnect the electrical supply cord to the tank.
- e. To prevent evaporation and the entrance of rodents cover all toilet bowls with plastic wrap (saran wrap).
- f. The circuit breaker to the smoke detector is to remain in the **ON** position at all times.



- g. If a vehicle is left in a parking area, the keys to that vehicle must be left either in the owner's unit in a conspicuous location, or in the hands of a responsible local individual whose name, address and phone number are recorded with the office manager.
  - h. Designate a responsible firm or individual to care for the unit if the unit suffers hurricane or other storm damage. The name of said firm or individual shall be furnished to the office manager. The responsible party shall contact the Board of Directors prior to installing or removing hurricane shutters.
  - i. Designate a responsible individual to check the unit periodically. The name of said individual shall be furnished to the office manager.
32. The Board of Directors retains the right to inspect any apartment that may be suspected of having a fire hazard, water damage, unsanitary conditions, water leaks, etc. If a unit is not available for inspection in an immediate emergency and the unit owner has not provided the necessary key or keys for entrance to the unit, the Association reserves the right to go so far as to break down the door if necessary in a suspect emergency. Replacement of a matching door approved by the Board of Directors with equal fire protection will be solely the responsibility of the Unit owner at Unit owner expense. There shall be no Association or Board of Directors liability to the door, surrounding door frame, locks, or contents of the Unit in such a circumstance.
33. If a large delivery is expected, please advise the office manager so that padding can be installed in the West elevator. The maximum length of a sofa that will fit in apartments is 83 inches. One bedroom apartments may accommodate longer sofas. Large items can be unloaded more efficiently via the A-1-A entrance.

### **III THE FINING PROCESS**

1. The Association may levy reasonable fines against a unit for the failure of the owner, or his family, tenants, guests and invitees, to comply with any provision of the declaration of condominium, bylaws, articles of incorporation or rules and regulations. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, provided that no such fine shall in the aggregate exceed \$1000 for any single violation. Additional expenses to cover damages are the responsibility of the Unit owner(s).
2. No fine may be levied by the Board of Directors except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, to its family, tenant, guest or invitee. The hearing must be held before a "**FINING COMMITTEE**" of other unit owners. If the fining committee does not agree with the fine of the Board, the Board may negotiate with the fining committee in order to determine a mutually agreed upon figure for the fine, if any.



3. The party whom the fine is sought to be levied shall be afforded an opportunity for a hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:
  - A. A statement of the date, time and place of the hearing;
  - B. A statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated.
  - C. A short and plain statement of the matters asserted by the association.
4. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the association. The association will have a similar right to respond to allegations of the Unit owner.
5. At least 48 hours prior to the fining hearing, a notice must be posted in the statutorily prescribed location. The fining hearing is open to unit owner observation and comments.
6. Once a fine is imposed, the Unit owner will have ten (10) days to satisfy the fine. Thereafter, administrative fees, interest charges, late fees and attorney fees may apply.

#### **IV. ATTENDANCE AT MEETINGS**

Unit owners are entitled to attend all meetings of the Board of Directors and owner meetings. They may also attend budget committee meetings and any other committee meeting empowered by the board to make a final determination on a particular matter within the jurisdiction of the committee and actually carry out such determination. They have the right to tape record and videotape all meetings. Videotaping must not impede the functioning of the meeting nor obstruct the view of attendees. Unit owners have the right to participate with respect to all designated agenda items, but only when recognized by the chair. The chair reserves the right to govern the frequency, duration and manner of unit owner statements. Reasonable prior notice of unit owner intention to speak can be required by the chair, at its discretion.

#### **V. INSPECTION OF RECORDS**

- A.
  1. Official records of the association are available for inspection.
  2. Records may be inspected upon request during routine office hours, and they will be provided within ten (10) calendar days starting on the day the request was submitted.
  3. Unit owners may not remove records from the Office.

4. Unit owners may copy records in the office, using their own equipment, during routine office hours, providing they do not disrupt the normal activities of our office personnel. An appointment should be made for this purpose.
  5. Copies will be provided by the office manager if requested in writing. Charges will be based upon our prevailing rate per page (one side). There will be an additional charge to cover the cost of mailing and handling. Please allow five (5) working days for making copies.
  6. Copies shall be posted within five (5) working days from receipt of a written request.
- B. There are three (3) classes of records which **unit owners are prohibited from reviewing or obtaining**:
- a. Attorney work product which reflects a mental impression, conclusion, litigation strategy, or a legal theory of the attorney or the Association, and which was prepared exclusively for civil or criminal litigation, or for adversarial administrative proceedings or in anticipation of such litigation or proceedings. However, upon the conclusion of the litigation or adversarial administrative proceedings, such records are available to unit owners.
  - b. Information obtained in connection with the approval of a lease, sale, or other transfer of a unit.
  - c. Medical records of unit owners
- C. When requested by the Board of Directors, all owners must provide current and complete personal information to the office manager either verbally or by completing the appropriate form(s). Any change in personal data must be reported promptly to the office manager.
- D. All owners should be certain that current personal information furnished to the office manager includes the name, address and telephone number of their next-of-kin, other relative or close friend who can be contacted if they become unable to administer their own business matters. If an owner experiences difficulty in handling his/her business affairs, the owner should consider executing a power-of-attorney so that the business affairs can be administered properly by a capable firm or individual during the period of the owner's incapacity. The office manager should be advised of the name, address and telephone number of this power-of-attorney and a signed and dated copy of this power-of-attorney document must be presented to the office manager.



## VI. PARKING AND VEHICLES

1. Each unit owner shall be provided with two (2) parking lot access devices (clickers)<sup>1</sup> and assigned one parking space and provided that space, so numbered and designated for that specific unit owner, shall not be used by any other unit owner or his/her guests or lessees without specific written approval of the designated owner. This approval must be on file in the Office.
2. Any owner who has more than one automobile shall park all automobiles in excess of one in the unnumbered guest spaces and file this information with the Office.
3. No vehicle belonging to an owner or to a member of his family or to guests or lessees or employee of said owner shall be parked in such a manner as to impede or prevent ready access to another owner's parking space. No parking shall be permitted in any location on the grounds that are not specifically designated as a parking space.
4. The owners, their families, guests, lessees and employees shall obey the parking regulations posted -- specifically, there is to be no parking in excess of 30 minutes where posted. The Association reserves the right to attach warning stickers to vehicles in violation of this parking regulation and to remove vehicles at the owners' expense. One space is designated for vehicles with handicap identification only. Violation of this handicap space will subject the vehicle owner to a non-disputable fine of \$100.00 or immediate towing, at the discretion of the Board of Directors. Towing shall be at owner's expense. The Association assumes no responsibility for damages sustained to towed vehicles.
5. No vehicle which cannot operate under its own power shall be allowed to remain on the grounds for more than twenty-four (24) hours, or with permission from the Board. The Board of Directors reserves the right to have any such vehicle towed away at the owners' expense.
6. No major vehicle repairs shall be made on the condominium property, and no oil or oil-based substances or toxic substances are to be dumped on the grounds or in the drains.
7. Parking spaces are for passenger automobile , pickup trucks , station wagons, SUV's, motorcycles or mini-vans only and no boats, commercial trucks, trailers, recreational vehicles or other vehicles or objects of any kind, type or description shall be placed in or around the parking area without the expressed written consent of the Board of Directors . Such consent may be withdrawn at any time.

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<sup>1</sup> The clickers are a security keys, and unit owners or authorized occupants **shall not to give this clicker** to others without consent of the Board of Directors. If this rule is violated, the Board of Directors reserves the right to confiscate the clicker. Failure to surrender this clicker to the Board of Director will result in the Board's exercise of all available legal rights. Realtors may not be given the clicker unless approved by the Board of Directors.

- a. **There is a fifty (\$50.00) dollar replacement charge for each clicker.**



8. Car washing must be limited to the car washing area, so designated in the north parking lot. There shall be no parking in the designated car wash area for purposes other than car washing. The Board of Directors reserves the right to limit car washing to certain hours or in certain circumstances, to close the car wash i.e. drought. No polishing of cars or vehicle repair is permitted in the washing area. Washing of cars in other common area locations is not permitted.
9. It is illegal for guests to park in unnumbered guest spots if guests only reason for parking is to use facilities other than owner's property or the Association's common areas.
10. No vehicle shall be backed into a parking space.
11. Overnight guests must obtain a parking permit from the office manager. This permit must be displayed on the dashboard behind the steering wheel.

## **VII. PETS**

1. Pets and birds are restricted as set forth in the Declaration of Condominium. A condominium owner may have one (1) domestic cat and no more than two (2) birds at a time, which birds shall be parakeets, canaries or other similar birds at the discretion of the Board of Directors. All other pets are prohibited.
2. The pet owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of the owner having an animal or bird in the condominium.
3. Specifically, pets are not permitted in the hallways, driveways, recreation room, saunas, lobby, lounges, or recreational areas. Under no circumstance is a pet allowed in the swimming pool.
4. Pets may not run loose in hallways or any other area outside the owner's apartment. A unit owner assumes all liability for damages incurred to persons or property by violation of this rule.
5. Guests shall not be allowed to bring their pets into the building, the owner's unit and or onto the common areas.
6. All service animals must be registered with the Office.

## **VIII. SWIMMING**

### **1. Limitations on Use of the Pool**

- a. Pool hours are from 9:00 A.M. to dusk.
- b. Children under twelve (12) must be accompanied and supervised by an authorized adult at all times.
- c. The pool is for the use of occupants and their guests only. Occupants and resident guests have precedence over non-resident guests in the use of the pool. A non-resident guest may not use the pool unless the owner, owner's family, renter or occupant is formally signed in at the Office or is known to be an occupant by the office manager or member of the Board of Directors.
- d. Owners will be held responsible for all actions of their children, guests, occupants and lessees.
- e. For the protection of all concerned, persons with skin rashes, skin conditions or any communicable disease are not permitted in the pool. Persons with open blisters, cuts or skin abrasions are hereby warned that these are likely to become infected and they must not use the pool.
- f. Children or adults unable to control bowel or bladder function must have adequate protective covering to prevent leakage of bowel or bladder content into pool water. Any contamination resulting shall be considered the responsibility of the unit owners for themselves, family members, guests and lessees. The owners shall indemnify the Association for cleanup costs and loss of usage of the pool by others, resulting from such contamination. The cost of such cleanup shall be set by the Association. If, in the opinion of the Board, it becomes necessary to close and/or drain the pool to ensure proper cleanup, the cost to the Unit Owner will be determined by the Board and will take into consideration the inconvenience to other unit owners, occupants, guests and lessees. This cost may be substantial and run into thousands of dollars.
- g. The Association shall not be held liable for any claims of loss, injury or sickness arising from contamination as outlined in section F., above.

### **2. Conduct on the way to and from the Pool and Beach:**

- a. Persons in bathing attire may not use the front entrance.
- b. Persons in bathing attire must wear a top covering and footwear inside the building. They are not permitted in card rooms, recreation rooms, lounges, lobby or Office in wet bathing attire.
- c. Slippery floors are hazardous. Bathers must not enter the building in dripping suits.



- d. Persons using the beach must remove tar and sand from their feet or shoes prior to entering the pool or the building. Tar remover is available near the shower at the pool area.

### 3. Conduct in the Pool

- a. All persons must shower before entering the pool and remove all sand, tar and suntan oils. It is assumed that persons coming directly from their Unit have showered immediately prior to entering the pool area.
- b. Persons with very long hair should wear bathing caps in order to protect the filter and drain. All hairpins, clips, bobby pins or combs should be removed from the hair before entering the pool.
- c. Swim suits are required. Attire such as cut-off jeans, shorts, etc. is not acceptable. There shall be no nude bathing.
- d. There shall be no jumping or diving into the pool.
- e. The pool steps are to be kept clear at all times.
- f. At all times, rules and regulations as shown on the pool area signs must be observed.

### 4. Conduct in the Pool Area

- a. Running, ball playing, playing games capable of causing injury to others and causing unnecessary noise are prohibited.
- b. Food and beverages may be brought to the pool area in non-breakable containers only. **There shall be no food or beverages permitted within 4 feet of the pool water.** This is a health department rule.
- c. It is mandatory that any area used for consumption of food and beverages must be thoroughly cleaned by the user after use.
- d. Pool side furniture must be protected from oily lotions. Use of a beach towel on the furniture is required when attired in swim or sun suits.
- e. Paper, cigarette and cigar butts and all refuse must be deposited in receptacles provided. As a common courtesy, police all areas and properly dispose of all refuse. Adults supervising a young child or children will be held responsible for cleanup of any litter or debris created by the child or children.
- f. Waste receptacles at pool side **are not to be used for** disposal of diapers or similar materials.



- g. Lounges must be returned to original locations with back rest positioned flat down. Chairs must also be returned to original locations. Umbrellas must be closed and secured.
- h. Child size non-flak able rafts, small plastic children's toys, and noodles are permitted with consideration to other pool users.

**5. Responsibility for Use of the Pool**

- a. The pool is used at the risk of the bathers. In the case of a minor child, it is at the risk of the parent or guardian. There are no lifeguards on duty. In an emergency, use a cell phone to call 911.
- b. For your own personal safety, no person is allowed in the pool unless there is at least one additional responsible adult present in the area.

**IX. RECREATION ROOM**

1. The recreation room can be reserved by any owner or lessee for a private party by reserving the room through the office manager. The office manager will first clear the request with the Office Manager. A One Hundred (\$100) dollar deposit will be required, which will be applied to any damage or cleanup work necessary following said party. Additional penalties will be imposed if our costs exceed the deposit figure. This is not to be construed as payment for cleanup. It must be remembered the owner or lessee who reserves the room is entirely responsible for cleanup and failure to do so will result in loss of deposit plus additional fees for damage. All furniture must be returned to its original condition and position after recreation room usage.
2. Recreation room hours: 9 A.M. to 11 P.M., unless under the supervision of the Social Committee or except in cases of a private party duly authorized. Under no conditions, however, shall functions or parties continue past 2 A.M. Care must be taken when closing the recreation room door to prevent excess noise which will disturb occupants of adjacent apartments.
3. Children under age 13 are not permitted in the recreation room unless accompanied by an adult, except when attending a function of the Social Committee.
4. Use of this room is limited to owners, guests and lessees. Non-residents are not permitted to use the room unless accompanied by an owner or lessee.
5. No persons with wet bathing suits or bare feet are permitted in the recreation room at any time.
6. No person who has applied suntan lotion to his or her exposed torso or limbs is permitted in the recreation room unless the suntan or sun screen is first removed.

7. Under no circumstances should the recreation room be used as a throughway or shortcut to or from the building.

## **X. TENNIS COURT**

**Hours: 9 A.M. to 10 P.M.**

1. Court is for the use of occupants and their guests only. Occupants and resident guests have precedence over non-resident guests in the use of the court. A guest of an occupant, who does not reside in Trade Winds, may not use the court unless the occupant is in residence.
2. Children under 13 must be accompanied and supervised by an adult.
3. Court is for tennis only. No other use will be tolerated. Only tennis equipment may be used on tennis court.
4. Observe posted rules. No one will be allowed to dominate the court.
5. Tennis shoes only are permitted. Shoes that scuff, mark or penetrate court surface are not permitted.
6. If tennis court lights are used, they must be turned off when leaving court.

## **XI. SHUFFLEBOARD**

**Hours: 9 A.M. to 10 P.M.**

1. Shuffleboard equipment is stored in a locked shed on the West side of the building. After use, please return all equipment to this shed and be sure shed is locked again, spinning the combination dials.
2. Courts are for occupants and their guests only. Occupants and resident guests have precedence over non-resident guests. A guest of an occupant, who does not reside in Trade Winds, may not use the courts unless the occupant is physically present.
3. Children under 13 must be accompanied and supervised by an adult.
4. Do not walk on courts.
5. Use cue handle to position pucks before play. Do not lean on cue sticks.
6. No rough playing.



7. Do not use tennis court lights to illuminate shuffleboard area. Shuffleboard light switches are located on light poles at each end of the courts. They must be turned off after use.
8. Unit owners will be required to indemnify the Association for any damage to the shuffleboard courts or shuffleboard equipment.

## **XII. SAUNA ROOMS**

**Use of these rooms is restricted to owners, registered overnight guests and lessees. Hours: 9 A.M. to 10 P.M.**

1. It is suggested that before using the Sauna rooms, individuals have a checkup and ask their doctor or health provider whether or not it is safe for them to use the sauna.
2. No person under eighteen (18) years of age is permitted in this room unless accompanied by an adult, who shall assume all responsibilities and liabilities.
3. Operating rules for the Sauna are posted near the entrance.
4. All users must turn off the master switch when they leave the Sauna rooms.
5. All users must wear bathing attire.
6. Sauna rooms are used at the risk of the user or responsible individual and the Association shall not be held liable for any illness or injury incurred by the use of the saunas.

## **XIII. COMMON ELEMENT BATHROOMS**

1. Bathroom sinks, toilets, and showers are to be kept clean at all times. Please report any deficiencies to the office manager.
2. Showers are not to be used as a substitute for showers in owners' apartments. They are for the use of those using the Sauna room.
3. Before leaving the bathroom, establish that lights, toilets and faucets are not running and be sure they are turned off.



#### **XIV. ELEVATORS AND LOBBY**

1. All persons must wear footwear and cover-ups in the building.
2. Children 6 years and younger should not use an elevator alone.
3. **NO SMOKING** in elevators, lobby, Office, recreation room, hallways, storage areas or garbage room (**State Law**).
4. Do not leave a shopping cart or valet cart in an elevator or in hallways unattended. Return the cart promptly to the designated storage area.
5. Officially posted notices may not be removed except by authorized personnel. Tampering with notices is strictly prohibited.
6. Arrange for protective padding before placing bulk items on elevators. (See office manager).

#### **XV. BARBECUE GRILLS**

1. Instructions for use:
  - a. Leave hood in open position before igniting gas jets.
  - b. Turn on main gas valve for appropriate unit. (Individual valves located in rear center at base of units.)
  - c. Follow instructions printed on face plate of each grill. There are four temperature knobs per grill. Initially firmly press down and rotate temperature knob nearest you too **HIGH** or **START**.
  - d. Light barbecue grills by firmly pressing down on starter-button for several clicks. If unable to light gas jets in this manner, use either match or elongated butane lighter. Light grill from peep hole on right front of grill.
  - e. Reset temperature controls as desired, checking to be sure flame does not go out. **ONLY THEN SHOULD HOOD BE CLOSED.**
  - f. After use, turn temperature knobs to **OFF** positions and **CLOSE MAIN GAS VALVE** at base of grill. Be sure that knobs and gas valves are closed securely.
  - g. **AFTER USE**, grills must be properly cleaned with scraper and wire brush provided in grill areas.

2. When carrying food from or into building, avoid spillage of juices, fats, etc. onto walkways, hallways, elevators or carpeting. Should an accident occur, please clean immediately to avoid damage to property or injury to people.
3. Tossing of cigarette butts or other debris onto grill surface is strictly prohibited.
4. Users are urged to respect the rights of others.
  - a. Whenever practical, please refrain from using grills if it is known that excessive smoke would blow toward the building.
5. Turn off spotlight when leaving barbecue area.

## **XVI. LAUNDRY ROOMS**

1. Children under 13 are not permitted to use laundry rooms.
2. Wipe out washers when wash is complete.
3. Clean lint from dryer filter following each use.
4. Clean up spilt soaps, etc. after each use.
5. Sneakers and/or other items of clothing soiled with tars are not permitted in laundry equipment. Be sure items are not left in pockets, such as markers or ball point pens.
6. Washers operate for approximately 30 minutes and dryers for 1 hour. All laundry must be removed immediately after cycles are complete.
  - a. Other users reserve the right to remove laundry left dormant in washers or dryers after a reasonable period of time.
7. Washers and dryers are not designed for commercial use. Therefore, do not overload them with excessive items.
8. Report any problems with washers or dryers to office manager or via incident report, being specific about location and problem.
- 9. Under no circumstance are washers and or dryers allowed to be installed in the Owner's unit.**



## **XVII. LEASING OF APARTMENTS**

1. A completed Application to Lease form must be submitted to the Office, together with a non-refundable administrative fee in the amount of One Hundred Dollars (\$100.00), payable to "Trade Winds of Pompano". In addition to the application the applicant must submit a copy of the lease. Each proposed lessee must be interviewed by the Association's Board of Directors
2. No interview will be scheduled for a date prior to receipt of responses from all references listed on the Application to Lease. During the interview, the proposed lessee must complete a Lessee Interview Form. The purpose of the interview is to determine whether or not the lessee is approved for leasing purposes.
3. Lessees who are applying to lease a particular apartment, and who have previously leased that apartment or another one in Trade Winds of Pompano Condominium, are not required to appear at an interview if their previous conduct is satisfactory to the Board of Directors but must submit the material stated above.
4. The administration fee must be paid each time a new lease is signed, except lessees who are on a consecutive year-to-year basis need pay only the administration fee at the time of the initial lease and not at any renewal time. Further, the lessee are not required to provide a new Application to Lease at time of renewal, but they must furnish a copy of the complete new lease if one has been signed. Renewal of a lease may be denied by the Board of Directors, in its discretion, based on leasing violations or violations of Association policy by the lessor or lessee.
5. No lessee may occupy the unit to be leased prior to Board of Directors' approval of the Application to Lease. Any violation of this provision will result in the lessee being refused access to the leased unit, or, if the lessee has entered the leased unit without the authority of the Board of Directors, the lessee will be removed legally therefrom.
6. No unit may be leased for less than a three (3) month term, or more than once in any year. The onset of the year is defined as the year in which the lessee first took occupancy of the Unit under the terms of the most recent agreement or contract. The term of a lease or extension or renewal thereof may not exceed twelve (12) months.
7. An entire unit may be leased provided the occupancy is only by the lessee and his immediate family members, and guests. A lessee and his immediate family members are considered as permanent occupants.
8. For a two (2) bedroom condominium unit, the named lessees and immediate family members for occupancy purposes, shall consist of no more than four (4) persons, including the lessee, the lessee's spouse, children, grandchildren, parents, grandparents and siblings, including such persons' spouses.

9. For a one (1) bedroom condominium unit, the named lessees and immediate family members as stated above shall consist of no more than three (3) persons.
10. All lessees shall be bound by the same rules and regulations as are binding on condominium unit owners, and any violation thereof by the lessee is tantamount to a violation by the owner.
11. A unit owner is prohibited from permitting occupancy of the unit as a prize or award of any kind.
12. Subleasing and assignment of a lease are prohibited.
13. The present owner of a unit must supply the lessee or occupant with a current copy of the Association Rules and Regulations and inform the lessee of the importance of knowing and complying with them.
14. The owner must supply the lessee with the owner's designated parking space number.
15. All lessees and guests must register with the office manager upon arrival and departure. Please pick up appropriate parking decals or parking permit
16. Keys and Fobs: The outdoor key and fobs are a security keys and fobs, and unit owners or authorized occupants **shall not to give this key or fobs** to others without consent of the Board of Directors. If this rule is violated, the Board of Directors reserves the right to confiscate the outdoor key and fob. Failure to surrender this key and fob to the Board of Director will result in the Board's exercise of all available legal rights. Realtors may not be given this security key or fob unless approved by the Board of Directors. Unit owners must comply with the security key policy then in force.
  - a. **There is a fifty (\$50.00) dollar replacement charge for each key and fob.**

**OUR PREMISES AND FACILITIES ARE NOT INTENDED TO BE USED BY  
TRANSIENTS AS A HOTEL OR MOTEL.**



## XVIII. SALES OF UNITS

1. Each proposed purchaser must file an Application to Purchase in completed form, along with four letters of personal reference (No Relatives), Hold Harmless Letter, New Owner Voting Certificate, Personal Data Sheet to the Office Manager. At the same time, a non-refundable transfer fee in the amount of One Hundred Dollars (\$100.00) and a complete copy of the pertinent contract of sale must be filed. Each proposed purchaser, who is applying to purchase, must be interviewed by a committee of the Association's Board of Directors; no interview will be scheduled for a date prior to receipt of responses from all references listed by the proposed purchaser on the Application to Purchase. During the interview, the proposed purchaser must complete a Purchaser Interview Form.
2. The purpose of the interview is to determine whether or not the proposed purchaser is approved for purchase purposes. The recommendation of approval or disapproval of the proposed purchaser by the interviewing committee of the Board will be submitted as soon as practicable to the Board of Directors at an appropriate meeting thereof for a final decision, not to exceed thirty (30) days following submission of the transfer fee and related information.
3. If the proposed purchaser is approved, a recordable Certificate of Approval of Purchase will be prepared for issuance to the proposed purchaser, subject to receipt of an acceptable guaranty of receipt by the Association of all monies charged through the Date of Closing against seller on the Association's records.
4. The Board of Directors **shall not disapprove any prospective purchaser on the basis of the purchaser's race, color, religion, political preference, creed or place of national origin.** A disapproval shall be based solely upon a majority of the Directors' opinions that, based upon their investigations of the purchaser, the purchaser would not be adaptable to condominium living and would not help form a sell-integrated, socially harmonious and agreeable group of owners.
5. The Board of Directors of the Association, within thirty (30) days after receiving such notice and information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), the Association may designate itself, or any other person(s) satisfactory to the Board of Directors of the Association, willing to purchase the unit, upon the same terms as those specified in the unit owner's notice.
6. For a two (2) bedroom condominium unit, the named owners and immediate family members for occupancy purposes, shall consist of no more than four (4) persons, including the owner, the owner's spouse, children, grandchildren, parents, grandparents, and siblings, including such persons' spouses.

7. For a one (1) bedroom condominium unit, the named owners and immediate family members as stated above shall consist of no more than three (3) persons.
8. No purchaser may lease a newly purchased unit during the first (1) year after the date of closing of title or one (1) years after the termination of a lease in existence at the time of closing of title, subject to exception in the discretion of the Board of Directors, justified by special circumstances.
9. No person, group of persons or entities or any party legally related thereto can own more than two (2) units in this condominium. If one of the above owns two (2) units, no more than one (1) unit may be used for leasing purposes.
10. A unit owner is prohibited from selling any portion of the unit's ownership for purposes of time-sharing or other similar arrangement.
11. A condominium unit owner and a lessee are prohibited from dual usage of Association property and the common elements. An owner cannot use any recreational facility during the term of a lease of the owner's unit unless the lessee provides the Board of Directors a prior written statement waiving the right to use all recreational facilities.
12. No signs advertising a sale of a unit are permitted on the premises, but the owner may place a 3" x 5" card on the bulletin board in the hallway opposite the north security door, giving any pertinent information. The owner should advise the office manager when the owner's unit is available for sale.
13. Both the seller and the purchaser must notify the office manager of their moving dates.
14. The seller must arrange for phone removal, and the purchaser must arrange for phone installation.
15. All units, when occupied, must have a cell phone or local telephone in working order. The telephone number must be provided to the office manager and updated whenever the telephone number is changed. Occupants must provide name of person or persons and phone numbers to call in an emergency.
16. The owner must furnish the purchaser with a complete set of Documents and Exhibits.



## **XIX MAINTENANCE FEES AND ASSESSMENTS**

1. Maintenance assessments are subject to change.
2. Maintenance assessments are paid each quarter or may be paid a year in advance, with the first assessment payment being made on a prorated basis where proper, upon receipt by the member of his deed to his condo unit. All maintenance assessments are due and payable by Jan. 1st, Apr. 1st, July 1st, and Oct. 1st. of each year. Delinquent accounts, after the fifth (5th) day of delinquency, i.e. commencing on the seventh (7th) day of the month when due, (excluding holidays and Sundays) shall be charged an administrative late fee in the amount of the greater of \$25.00 or 5% of each installment of the assessment or such other amount as may be provided by the Condominium Act, as amended from time to time, for each delinquent installment that the payment is late. Assessments and installments thereon not paid when due shall bear interest from the due date of the assessment until paid, at the highest rate allowed by law.
3. The administrative late fee is \$25.00. The administrative late fee of \$25.00, plus per diem interest and the base amount of \$525.00 are due and owing to Trade Winds of Pompano for each quarterly payment received in its office subsequent to the seventh (7<sup>th</sup>) day of the first (1st) month of each quarter. The administrative late fee shall be secured by the Association's lien rights. Any payments received by the Association shall be applied first to any interest accrued by the Association, then to the Administrative Late Fee, then to any costs and reasonable attorney's fees incurred in collection and then to the delinquent assessment.
4. If assessments are thirty (30) days or more past due, the Board of Directors reserves the right to turn the account over to an Attorney for collection and other actions if necessary, including liens and foreclosures.
5. Maintenance assessments must be paid in full and cannot be withheld for any reason. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element, or by abandonment of the unit against which the assessment is made.
6. No unit owner who is more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting of the unit owners. The Board of Directors may, in its discretion, and from time to time, levy a special assessment against all units in an equal amount, which is payable as determined by the Board. The special assessment covers the cost of extraordinary repairs, maintenance, and /or replacements of the condominium common elements.

## XX. UNIT RESIDENT OR GUEST

1. Occupancy of an owner's unit by a guest/resident shall be permitted only in accordance with this provision.
  - a. The guest/resident may be related or unrelated to the owner.
  - b. Overnight guests must register upon arrival by filling out Guest Registration form which is located in folder on office door. Upon completion of form, please give to office manager or slide under office door. A parking permit will then be issued to accommodate the guest.
  - c. If a guest/resident **stays over 30 days**, they are then considered an occupant and all rules and regulations pertaining to occupants, including application fee and interview apply.

## XXI. TILING AND SOUND PROOFING

1. Any installation, replacement, or alteration of unit floor coverings other than with carpeting without prior written approval of the Board of Directors, is prohibited. The purpose of this restriction is to minimize the disturbance of sound being carried to the unit immediately below.
2. A sample of the proposed sound deterrent material, which is to be installed between the floor slab and the floor covering, must be presented to the Board of Directors for written approval prior to the commencement of tile installation.
3. The standard of industry and Board of Directors' acceptance is one-quarter inch (1/4") cork. Any lesser quality material will be disapproved by the Board of Directors.
4. This insulation is not required on the ground floor and west side of the second floor.
5. Balconies have been sealed with a thin waterproof coating. Any damage to this protective coating will require resealing at owner's expense.
6. Balconies **shall not** be covered with carpeting or any other material.



## **XXII. TRADE WINDS HARASSMENT POLICY**

No person living in the Trade Winds of Pompano shall be the subject of verbal and/or other types of harassment or bullying. Any type of activity relating to harassment or bullying shall be reported, in writing, to the Office immediately. The Office shall, upon receipt of the written notice, take the following steps

1. Verbally warn the offending party/parties to cease and desist.
2. Offer arbitration to both parties. Should either party decline arbitration the Office shall again verbally warn both parties to cease and desist.
3. Should there be an additional (third) incident the offending party shall receive a written notice to cease and desist.
4. If the written notice is ignored and there is a subsequent (fourth) incident the offending party/parties will be fined \$100.00 and a written notice of said fine will be placed in the Office records.
5. Should there be fifth incident the Office shall advise the offended party to seek a restraining order. Further, the Office shall seek legal advice concerning what other actions can be taken against the offending party/parties.

[http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&Search\\_String=&URL=0700-0799/0784/Sections/0784.048.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0700-0799/0784/Sections/0784.048.html)

[http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&Search\\_String=&URL=0900-0999/0914/Sections/0914.24.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0900-0999/0914/Sections/0914.24.html)