

Rules and Regulations of the Island Breeze Condominium Association, Inc., LLC

Parking

There are two assigned parking spaces per unit identified by the unit number. Property owners and tenants may only park in their assigned spaces. There is one handicapped space that can only be used by a handicapped person with the required permit by law and assigned by the Management Company. There are no designated visitor parking spaces on the property. If your visitor's cars exceed your two parking spaces, then they must park in the City parking garage across the street or in legal places on the street.

Leasing, renting, or lending parking spaces to non-residents is strictly prohibited.

No commercial vehicle can be parked overnight on the property to include vehicles with lettering and box trucks. A motorcycle/scooter is allowed provided it fits in front of your vehicle (against the wall or fence of your space) and does not encroach the neighboring space. Motorcycles/scooters cannot be placed to the side of your vehicle, or any other vehicle. No campers or other "live aboard" vehicles are permitted. Watercrafts (boats, jet skis) of any type are prohibited. No equipment, trailers, storage containers, golf carts, or recreational vehicles are permitted. All vehicles must display current and legal license plates issued by the RMV (any state). All vehicles must display the parking permit decal on the rear driver's side window. Vehicles with no displayed decal may be subject to towing at any time at the owner's expense.

All unit owners have received three free parking decals (registered to their unit) for their vehicles, even though we have only two parking spaces. They are easily removable and transferrable. Replacement decals due to loss or misplacement can be obtained through the Property Manager for \$25.00 a piece.

No repair of vehicles and no car wash shall be made on the condominium property.

Pool and Spa

The pool and spa are for the exclusive use of owners or tenants. Guests may use them when the unit owner or tenant accompanies them. No children may use the pool area unless accompanied and supervised by an adult at all times. Use of the pool and spa is at the person's own risk. All pool rules and regulations are displayed in the pool area and must be followed at all times. Glass bottles are strictly prohibited at the pool area. Alcoholic beverages are prohibited inside the pool area or within the common areas of the condominium property.

Pets

Dogs, cats, aquarium fish and birds are permitted. Amphibians, reptiles and wildlife are prohibited. Each unit is allowed a maximum of two pets. The maximum weight limit for dogs is 50 pounds.

All pets must be approved by the Management Company prior to occupancy. Owners and tenants must execute an agreement and have prior approval of the Management Company prior to move-in date. No guest pets are allowed without prior written approval of the Management Company. All dog owners must have their pets on a leash that is no more than six feet at all times when outside the unit and must pick-up after their pets and dispose of waste properly. No pets may be kept on balconies when the owner is not in the unit. All owners and tenants are responsible for their pet's actions. Pets that become a nuisance may be removed from the building and legal procedures may be started against the owner according to FL law. (See Island Breeze Condominium Documents pg. 23-24 of 49)

Pets are not permitted in the swimming pool area with the exception of certified "Service animals."

No aggressive dogs, including "pit bulls" or any other breed considered to be dangerous by the Board of Directors may be kept on the property at any time.

All these rules also apply to pets visiting the property.

Grilling and Barbecuing

Gas and charcoal grilling or barbecuing in the hallways or balconies is prohibited. Gas or charcoal grilling and barbecuing is allowed only in the designated common area at the location of the equipment, three feet from the property fence and at least ten feet from the building. The BBQ in the pool area is designated for use by all residents. All users must clean, close the valves, and cover the grill following use. This is a community BBQ and everyone must treat it as their own. If you deplete the propane gas, please get the tank refilled and provide the Management Company with the receipt for reimbursement.

Storage of propane cylinders within the units, garage, or within ten feet from the building is prohibited.

Entrance Gates and Doors

For the security of all occupants, the main and side gates must be closed at all times and residents must use their entry keys and fobs to operate them. Doors to the stairwells must remain locked at all times. These doors open from the inside in case of emergency and all residents have keys to access the stairwells.

Additional or replacement fobs are available from the Management Company at a cost of \$50 apiece. All fobs not registered with the Management Company will be deactivated.

Garage gate openers (clickers) can be purchased through the Management Company for \$100. They are non-refundable and must be surrendered upon termination of residency.

Keys for the common gates are \$25, are non-refundable, and must be surrendered upon termination of residency.

Garbage and Chute

For sanitary reasons, all garbage must be disposed of in sealed bags. No loose items are allowed in the garbage chute. Boxes and large items must be disposed of in the dumpster in the dumpster room. Garbage chutes should be kept closed at all times to prevent possible fumes from a dumpster fire, to prevent insects, lizards and rodents from access, and for sanitary reason.

The Association does not provide "bulk pick-up" for furniture, bedding or other large items, nor for the disposal of items deemed hazardous waste (chemicals, TV's, electronic equipment, batteries, etc). It is the responsibility of the resident to make arrangements for disposal of these items. Check with the Deerfield Beach Transfer Station (954-480-4391) for instructions on curbside large-item pick-up and electronic/hazardous waste disposal. No garbage is to be outside of the units at any time. Anyone found improperly disposing of bulk items or hazardous waste in the common areas or dumpster room will be fined \$100 per violation.

No flammable, combustible, poisonous, caustic, corrosive, irritants, or explosive fluids/gases/chemicals shall be kept in any unit, or in the common areas (except the BBQ grill propane at its location).

Loud Music and Noise

For the rights and comfort of all residents, no occupant shall play or permit to be played any musical instrument, or allow excessive noise from a television, radio, sound amplifier, etc. within the unit or common areas such that it disturbs any other resident.

No occupant shall make or permit to be made (by himself, family, contractors, pets, agents, visitors, etc) any noises such that it disturbs other residents. Contractor hours (for which some noise is inevitable) are between the hours of 8 AM to 5 PM, Monday through Saturday unless in an extreme emergency.

Move-In/Move-Out and Receiving Deliveries

Owners and tenants must arrange move-in/move-out dates with the Management Company at least 72 hours in advance so the elevator can be prepared with padding and the main entrance door can be fully opened. The same 72-hour notice applies for deliveries of furniture and large items.

Elevator

Damage to the elevator caused by moving or carrying personal or other items shall be the liability of the responsible resident, who will be charged for repair expenses that are in excess of the damage deposit paid by the resident and/or any coverage by the Association's insurance.

Balconies, Terraces, Decks

No unsightly articles are allowed on personal balconies/decks. Residents displaying items deemed unsightly by the Board of Directors/Management Company will be requested to remove such item(s).

No occupants shall permit anything to fall from their window or balcony/terrace, nor sweep debris or other material off the balcony/terrace. No occupant shall throw litter (including cigarette/cigar butts) from their balcony/decks/terraces.

Unit owners are required to remove all unsecured objects from balconies/terraces/decks when a Hurricane Warning is in effect.

Condominium Property

The entrances, passages, vestibules, elevators, lobbies, halls and like portions of the common areas shall not be obstructed nor used for any purpose other than ingress and egress to and from the condominium property and the units. No bikes, carts, carriages or any other similar items may be stored in these areas. The personal property of owners must be stored in their respective units.

Signs/Attachments

No sign, advertisement, notice or other graphics shall be exhibited, displayed, inscribed, painted or affixed in or upon any of the Condominium Property. Additionally, no awning, canopy, shutter or other such items shall be placed or attached on the outside walls or balcony/deck/terrace without the prior written consent of the Board of Directors of the Association and the Management Company.

No lockboxes can be stored on the property at any time. Lockboxes are allowed on personal unit doors with the consent of the Property Manager.

No window air-conditioners may be installed by unit owners or occupants. No unit shall install reflective or tinted material on any window or glass door unless approved in advance and in writing by the Management Company and Board Of Directors. No unsightly materials may be placed on window or door glass, such that it is visible through the glass.

Flags

Under Chapter 718, Florida Statutes (the Condominium Act), Condominium unit owners have the right to display a portable (capable of being carried) U.S. flag. However, the flag must be displayed in a respectful manner consistent with Title 36 U.S.C. Chapter 10, and any local ordinances.

On Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, unit owners are also allowed to display official flags that represent the US Army, Air Force, Navy, and Marine Corps. or Coast Guard. Those flags shall be no larger than 4.5 X 6.0 feet, must be portable, and must be flown respectfully. No other flags are allowed. Flags not compliant will be ordered removed.

Hurricane Preparation

An owner who plans to be absent during the hurricane season must prepare his/her unit prior to departure and designate a responsible individual or firm to care for his/her unit should the unit suffer hurricane damage. Owners must provide the Association and Management Company with the name(s) of the individual(s) or firm(s).

Children

Children will be the direct responsibility of their parent(s) or legal guardians(s), including full supervision of them while within the Condominium property and including full compliance by them with the Rules and Regulations and all other Rules and Regulations of the Association. Loud noises will not be tolerated. All children must be accompanied by a responsible adult when entering/using the pool.

Roof

Unit owners and occupants/visitors are not permitted on the roof for any purpose. Permission to access the roof (for HVAC/vent, etc.) for inspection, repairs and maintenance must be granted by the Property Manager in advance.

Miscellaneous

The unit owner(s) shall be responsible and liable for any damage to the Condominium Property caused by tenants/visitors or any other invitee to their property. Unit owners shall also be responsible and liable for any infractions of the Rules and Regulations by tenants/visitors or any other invitee to their property.

No structural alterations/additions may be made within units or the common elements of the Condominium property.

Condominium personnel are not allowed to perform any work duties for a unit owner or tenant. The Board of Directors or Property Manager, if so designated by the Board of Directors, will be solely responsible for directing and supervising employees of the association.

Destruction of Property

Unit owners, their families, tenants, occupants, contractors, invitees, and guests shall not mar, mark, damage, destroy, deface, or engrave any part of the Condominium property. The unit owner shall be financially responsible for repair of any such damage.

Cooperation with The Board of Directors

All unit owners, tenants, lessees, visitors shall cooperate fully with the Board Of Directors. These Rules and Regulations are designed to make living for all occupants/owners pleasant, peaceful and comfortable. Compliance with the Rules and Regulations is mandatory. The restrictions imposed are for the mutual benefit of all.

Fines and Penalties: Every owner and occupant shall comply with: these Rules and Regulations as set forth herein; any and all Rules and Regulations which from time to time may be adopted; and the provision of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time-to-time. Failure of an owner or occupant to so comply shall be grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, at the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an owner for failure of an owner, his guest, family, invitees, lessees and/or employees to comply with any restriction, Rule or Regulation herein or in the Declaration, Articles of Incorporation of By-Laws, providing that the procedures set forth in the Declaration are adhered to. Fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may otherwise legally be entitled; however, any penalty paid by the offending owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner or occupant.

Payment of Fines:

Fines shall be paid no later than fifteen (15) days after notice of the imposition thereof or the Association will impose on the unit owner's account.

Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may otherwise be legally entitled; however, any penalty paid by the offending owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner or occupant.

Revised 11/16/2015 at the Board Of Directors Meeting