

PROVENCE CONDOMINIUM ASSOCIATION

Rules & Regulations

Amended January 5, 2021

In order to maintain a pleasant environment for living within the community, there are certain rules and regulations that are in place for all Unit Owners. All references to Home Owner in these Rules shall also include family members, residents, tenants, guests, visitors, invitees and contractors of a Unit Owner.

1. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Unit Owner unless approved in writing by the Association.
2. No Unit Owner shall be allowed to put his or her mail receptacle, name or street number address on any portion of his or her Unit, except in such place and in the manner approved by the Association for such purpose, which approval shall be passed on aesthetic grounds within the sole discretion of the Board of Directors.
3. No radio, satellite dish, or television requiring additional wiring or antennas, shall be attached to the building without the written consent of the Association. Any antenna, satellite dish or other wiring erected on the roof or exterior walls of the Condominium, without the written consent of the Association is subject to being removed by the Association without notice. Any and all expenses incurred by the Association for removing any radio, satellite dish, antenna or other wiring installed without the written consent of the Association shall be the sole responsibility of the offending Unit Owner and shall be assessed against the Unit Owner's unit. However, the foregoing consent shall be deemed granted as to any antenna or other wiring erected pursuant to an agreement between the cable operator and the Association. Satellite dishes may only be placed on the ground where they are not visible from the street, or they shall be placed where they are obscured by shrubbery, or placed in a location per the written approval of the Association.
4. The exterior of the Units and all other areas appurtenant to a Unit shall not be painted, decorated, or modified by any Unit Owner in any manner, without written consent of the Association.
5. Patios and Courtyards shall be used only for the purposes intended, and shall not be used for clothesline, hanging garments, towels or any other similar objects. Unit Owners may hang ornaments ie: Plants, Wind Chimes under three (3) pounds in a way that it does not require drilling or damaging the exterior stucco surfaces and as long as they are not seen from the street.

NOTE: The feeding animals and Bird Feeders are strictly prohibited. Bird feeders attract birds, squirrels and rodents to our property. Birds have been seen to damage our roof soffits and entering the roof for nesting. For these reasons, we must deter from any such action.

6. The walkways, entrances and right-of-way of the Units shall not be obstructed or used for any other purpose other than ingress to and egress from the Condominium units.
7. No Unit Owner shall make or permit any noise that will disturb or annoy the occupants of any other Unit, or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Unit Owners. The volume of all televisions, stereo systems, radios and other similar electronic devices must be played at a level so as not to disturb residents within neighboring units. All residents of a Unit with hearing problems requiring the volume of the electronics to be played louder than normal are encouraged to use headphones for listening to electronic equipment, and/or to install soundproofing within the Unit to avoid disturbing and/or causing a nuisance to the neighboring residents. Repeated offenders can and will be fined.
8. Children under the age of 16 shall be allowed to play only in those areas designated for play from time to time by the Association.

9. No Vehicle belonging to a Unit Owner shall be parked in such a manner as to impede or prevent ready access to or from any other Unit Owner's assigned parking space or their garage. Unit Owners shall obey all parking regulations, whether contained herein or posted within the community. The speed limit in the community is not to exceed ten (10) miles an hour.

Unit Owners are permitted to park for thirty (30) minutes in front of their garage for unloading and loading only as long as they don't impede any oncoming traffic.

10. Each Unit is assigned one (1) outdoor parking space. Vehicles must be parked in the space assigned to the Unit Owner or in your garage. No more than two (2) vehicles are allowed per Unit. If a Unit Owner or guest and vehicle is parked anywhere other than their assigned space or garage, the vehicle will be subject to being towed and/or a fine will be assessed and imposed against the violator unless there are special circumstances with written approval from the Association. Permission from another Unit Owner to use his or her parking space, other than on a temporary basis, must be obtained in writing, with a copy of the written consent provided to and placed on file with the Association and the Association's Property Manager.
11. "Guest" parking spaces are for the exclusive use of "guests". Residents are not allowed to park in Guest parking spots at any time. Guest vehicles may be left in a guest parking space for no longer than forty-eight (48) hours. Any violation of the guest parking regulations may subject the violator to the imposition and assessment of a fine for each violation and/or the towing of the vehicle at the owner's expense.
12. No boats, boat trailers, motor homes, trailers, recreational vehicles, house trailers, motor homes, campers, vans, trucks, travel trailers, RV's, any vehicle with commercial advertising, any commercial or unmarked vans without windows on rear doors, or any vehicle otherwise used for commercial purposes, shall be permitted to be placed, parked or stored within the Provence community, unless kept completely enclosed in the garage, except for trucks furnishing goods and services during the daylight hours.

The Association wishes to protect the residential nature of our community. Therefore, no trucks of any kind, including commercial vehicles shall be permitted to be parked in an open parking spaces after dark or on weekends, except vehicles used for emergency repairs or which receive special approval from the Association.

13. No maintenance or repairs of any vehicle shall be made within the community except in a garage totally isolated from public view.
14. The Association shall be entitled to impose fines and have the right to authorize the towing of any vehicle which violate the Rules and Regulations. Any and all costs and expenses incurred by the Association for illegally parked vehicles, including attorney's fees and/or towing costs as a result of any illegal parking, shall be the responsibility of the offending Unit Owner.

In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type, and the place and manner of operation of vehicles on the Condominium Property.

15. Vehicle covers are permitted and must be of a fitted type. Homemade covers or "tarp covers" are not allowed. Covers must be in good condition. Worn and/or torn covers must be repaired or replaced. Any vehicle with a cover not conforming to this rule will be removed from Provence at owner's expense.
16. Any vehicle from which oil or any other fluid leaks or drips onto the asphalt or common elements of the Association is prohibited from being parked within the Association until it is properly repaired to prevent the leaking/dripping of fluids. The Unit Owner shall be responsible for all costs and expenses incurred by the Association in cleaning, repairing or remediating the damage caused as a result of the leak or dripping of fluids.

17. The hand-washing and/or power-washing of personal vehicles is permitted Monday through Saturday from 8:00 am until 5:00 pm only. On Sunday's, hand-washing is permitted, but limited to the hours of 10:00 am until 4:00 pm.
18. Except in an emergency, the blowing of any horn from any vehicle, which is on or approaching any of the driveways or parking areas serving the community, is prohibited.
19. Complaints regarding the management of the Association, units and/or grounds or regarding actions of other Unit Owners shall only be made in writing to the Association and/or the Property Manager.
20. Upon request, Unit Owners are required to notify the Association and/or Property Manager in writing which internet or cable company they are using.
21. No bicycles, scooters, baby carriages, or similar items, toys, or other personal articles shall be stored, placed or allowed to remain on any of the Common Elements, except within a courtyard or in areas specifically designed for such purposes.
22. No Unit Owner shall request or cause any employee or agent of the Association to do any private business of the Unit Owner, without written approval by the Association.

Additionally, in an effort to reduce noise, no Unit Owner shall be permitted to have workers or contractors of any type, (excluding painters and emergency A/C, window/door, or essential repair persons), working anywhere in the Unit on weekends and holiday's without the prior approval of the Association.

23. Garage doors must always be kept closed, except for normal usage.

Additionally, Unit Owners must maintain their garage doors to have a neat and clean appearance. All rotting and dented panels need to be repaired or replaced, and then repainted. The Board may levy a fine for the un-repaired garage door, and any continued violation. Unit Owners must use the Association's approved vendor garage door replacement. Contact the Property Manager for the Association's approved garage door company.

24. Any interior alteration to any unit must be submitted in writing to the Board of Directors for approval prior to commencement of work. Under no circumstances can the exterior structure of the unit be altered.
25. Any Unit Owner obtaining new flooring in a second floor unit must install soundproofing insulation under alternate floor covering located above another Home Owner's living space. If any Unit Owner installs alternate floor covering without prior written consent of the Association, the Association shall have the right to require that Unit Owner to remove the alternate floor covering at their own expense.
26. No hoses are permitted to remain overnight on the outside of the building unless they are the collapsible type, neatly coiled, and take up minimum space. Hoses should not be strewn all over the community plants and bushes.
27. Only common household pets are allowed (cat, dog, fish or caged birds). Two pets per Unit are permitted with a combined weight of 25 pounds. Per Palm Beach County and City of Boca Raton ordinance, all animals must be leashed when outside and all pet waste must be picked up and disposed of properly. Your pets are prohibited from urinating on the community light columns & will carry a fine for the violation. Cat litter is not permitted to be put or flushed down indoor plumbing.

28. Trash is collected twice per week. Recycle is once per week. There is **no bulk pick-up** unless it has been pre-arranged with the City of Boca Raton Sanitation Division, (contact them at 561-416-3367 and request the "Pay for Pick Up" option). Resident's bulk pick-up **should not** be placed in the dumpster area unless instructed to do so by the sanitation division. All Provence Unit Owners share the trash containers, so please be considerate not to fill up the dumpster if you have an excessive amount of trash at any given time. All garbage, trash, refuse etc., must be securely **wrapped and tied** in plastic garbage bags and placed inside the containers designated for such purposes.
- YELLOW** Recycle Containers are for cardboard and paper products. Cardboard boxes must be broken down and reduced to 36-inches x 36-inches or less. Anything that is too large for the recycle container, may be placed in the dumpster.
- BLUE** Recycle Containers are for plastic, metal/aluminum, cans (food and beverage), glass bottles and milk/juice cartons. Please adhere to these recycling regulations.
- Absolutely no garbage bags or boxes are to be left on the ground. No Unit Owner is permitted to place garbage or trash on top of the dumpsters or on the ground. Any Unit Owner who repeatedly violates this will be held responsible for the clean-up fee and it will be assessed to their unit.** All dumpster doors must be closed so the container does not attract unwanted animals. **All Provence Unit Owners share the facilities, please be considerate.**
29. Normal Pool/Spa hours are from Dawn to Dusk. Use of the pool is restricted to residents and their guests. Pool gates shall always be locked. Each resident shall have a key that grants them access to the pool area. No person under the age of fourteen (14) years is permitted in the pool or spa without adult supervision. There is no lifeguard on duty. Persons using the pool, including the spa, and other recreational facilities do so at their own risk. No one is permitted to climb the gate to enter or exit the pool area. There is absolutely no running, jumping or diving in the pool area. Pool users cannot indulge in games, or "Horse Play." Everyone is expected to be quiet during evening hours as not to disturb other residents living around the pool area. Diapers are not allowed in the pool with the exception of a special swimsuit diapers which are designed for infants. Chairs and lounges must be covered by a towel when in use. Pool furniture cannot be reserved or removed from the pool area. All chairs and tables are to be returned to their original position on the deck area after use. No glass objects/containers are allowed in the pool area at any time. Umbrellas are for the use of all residents, and must be returned to the down position and tied after use. Smokers should be considerate of others and clean up ashtrays before leaving the area. The barbecue, if used, is to be cleaned by the last person that used it. No private pool parties are allowed without written approval of the Board of Directors. All garbage or refuse must be properly disposed of in the proper garbage container and taken to the dumpster area, not left in the pool area.
30. The agents and employees of the Association, and any contractor or workman authorized by the Association, may enter any unit at any reasonable hour of the day for the purposes permitted under the terms of the Condominium documents. Entry will be made by prearrangement with the Unit Owner, except under circumstances deemed an emergency by the Association or the Property Manager, in which case, access is deemed permitted regardless of the hour.
31. There shall be no soliciting or door-to-door canvassing by any persons anywhere in Provence for any cause, charity, or purpose whatsoever, except as authorized in writing by the Board of Directors.
32. All interior maintenance is the responsibility of the Unit Owner. Sanitary drains require special care at all times. Nothing should be thrown in the toilets which are not easily dissolved. Also, no greasy materials are to be placed in the garbage disposal. Unit Owners are responsible to ensure all windows, plumbing and appliances are properly maintained ie: sliding door wheels, seals, springs, weather stripping and locks. Unit Owners should check A/C drainage lines and filters regularly, change washing machine and toilet water feeder hoses to stainless steel, check that dryer vents are clear of lint, and maintain toilet wax seals to prevent leaks. Additionally, any service company or contractor doing work on the premises, must be licensed and insured.

33. The Board of Directors is responsible for all landscape in the common areas at Provence Condominium. Landscape includes all trees, plants, grass, decorative rocks, fountains and any other items that are part of the common terms used in landscaping. No one may plant, move, remove or in any other way change the landscape of Provence. Any Unit Owner responsible for any unapproved common area landscaping changes will be liable to reimburse the Association for any damages caused to repair the landscape. One (1) decorative potted plant is allowed by the garage door. Unit Owners may also have potted plants inside their courtyard, and within reason, on their patio area. All potted plants must be removed during any hurricane watches and warnings as issued by the NOAA National Hurricane Center.
34. A Unit Owner must own their Unit for at least one (1) year before he or she is permitted to lease the property. No lease shall be for less than one (1) year. A lease must fully complete and expire before a Unit Owner can lease the unit again as only one (1) lease in a twelve (12) month period is permitted. Renewals or extensions of a lease must be approved by the Board of Directors and are at no cost to the Tenant and Unit Owner.
35. Sale of Unit by a Unit Owner is subject to prior approval of the purchaser by the Board of Directors and must comply with all conditions as specified in the Condominium documents. An application and interview are required. Unit Owners are required to remove all exterior fixtures prior to a sale.
36. A Unit Owner shall not install any screen doors, roll ups, storm shutters, awnings, hardware or the like without the prior approval of the Board of Directors as to design and color. Board approval shall not be granted unless such items substantially conform to the architectural design of the building and the design of any such items which have been previously installed at the time Board approval is requested.
37. Private garage sales and/or tag sales are strictly prohibited.
38. Holiday lights and decorations may be placed in the limited common area, and/or on building exteriors, provided the decorations do not damage common elements, building gutters, siding or plant material. No nails or hooks that screw into the stucco can be attached to any part of the building at any time. Holiday lights and decorations (other than Halloween which are to be removed right after Halloween), may not be displayed before Thanksgiving Day and must be removed by January 15th of the following year.
39. A Unit Owner shall have the right to speak at a Board Meeting provided the Association has received a written request at least 24 hours in advance of scheduled Meeting. The following restrictions shall apply: The Unit Owner may speak at the start of the Meeting, the homeowner may speak for no longer than three (3) minutes unless the Board votes to extend the time allotted the Unit Owner. The Unit Owner may only speak on matters that are specifically designated on the agenda. The Board of Directors reserves the right to forego the proceeding to allow a Town Hall style meeting, as long as it is organized and every one waits their turn.
40. A Unit Owner shall have the right to tape record or videotape a Meeting. Audio and/or video equipment and devices should be set up prior to the meeting and must not produce distracting sound or light emissions, nor may such equipment be set up on a table where the Board is seated. The videographer is restricted from moving around during the course of the meeting. A front row seat will be reserved for the Unit Owner and a tripod may be set up, but only at a height which does not obstruct the line of sight from other seats in the meeting room.
41. No Unit Owner shall use or permit to be brought into the home any flammable oils or fluids, such as gasoline, kerosene, naphtha, benzene, or any other explosives or articles deemed extra hazardous to life, limb, or property, except as may be necessary in connection with a permitted use of a patio.

42. Any damage to the Condominium Property or equipment of the Association caused by any Unit Owner, family member, guest, invitee or lessee shall be repaired or replaced at the expense of such Unit Owner and assessed to the Unit Owner.

43. Any Unit Owner who has a patio which has been formally approved by the Board of Directors, may keep a limited amount of outdoor patio furniture and/or a gas or electric grill on the patio. Unit Owners who wish to modify or create an outdoor setting, may design their own patio area by submitting photos examples of the improvement they wish to make for written Board approval.

Charcoal grills, wood burning grills, fences, attached awnings, or sunrooms are not permitted under any circumstances on the patio. Hammocks are allowed, but must be removed for hurricane preparedness. Unit Owners may not install an umbrella without the express written approval of the Association. Approved umbrellas must be earth tone colors, must maintain an overall appearance in keeping with the standards of the community, and must be kept in the down position when not in use. All furniture should be appropriate to the size of the patio, preserve the symmetry of the community, and must be clean and in a usable condition. The side or back patio area is not permitted to be used as a storage area and no storage bins are allowed. The Association and/or the Property Manager reserves the right to inform a Unit Owner if furniture and/or other property is inappropriate, dirty, mildewed, or broken. In such case, the Unit Owner will be required clean or remove the furniture and can be subject to a fine.

44. Hurricane or other protective storm barriers visible from outside a home shall be the type approved by the Association. Panel and accordion style hurricane shutters, if approved, may not be left closed unless there is a pending hurricane watch or warning issued by the NOAA National Hurricane Center. Plywood (while frowned upon) may be used by the Unit Owners as hurricane protection however, the Unit Owner shall be responsible for and shall make all repairs to the common elements of the Association (i.e. removing of nails, sealing, patching concrete stucco, repainting, and any other repairs necessary) incurred as a result of the installation of the plywood. The Board will supply the paint. If the repairs are not made timely, the Association will make the repairs and assess the Unit Owner for the cost of restoring the exterior of the unit. Any such approved hurricane protection may be installed, or closed, up to seventy-two (72) hours prior to the hurricane watch or warning and must be removed, or opened, seventy-two (72) hours after the end of a hurricane watch or warning or as the Board of Directors may determine.

45. Any Unit Owner who plans to be absent from his or her home during the hurricane season must prepare his or her home prior to their departure by: (i) removing all furniture, potted plants and other moveable objects from his or her courtyard or patio; and (ii) designating a responsible firm or individual satisfactory to the Association to care for his or her home should the home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove any hurricane protective barriers.

46. In case of an emergency originating in or threatening any Unit, regardless of whether the Unit Owner or resident is present at the time of any such emergency, the Board of Directors of the Association, any person authorized by the Board, or the property management firm, shall have the right to enter such the such Unit for the sole purpose of remedying or abating the cause of any such emergency. The right of entry shall be immediate. In order to facilitate entry in the event of any such emergency, the Unit Owner of each unit shall deposit with the Association a key and, where installed, the security code or any other unlocking mechanism to the security system. If a Unit Owner prefers, a key and/or code can be given to a neighbor, provided the Association has that information and where to contact the designated individual. If the Unit Owner fails to comply with the foregoing, the Unit Owner assumes the costs associated with any required forced entry.

47. Inspection and Copying of Association Records can be obtained through the Association. The Association has adopted the following rules and procedures concerning the manner, frequency, notice and number of requests regarding a Unit Owner who has requested to inspect and copy Association records per Florida Statutes.

RECORDS DEFINED: The Official Records of the Association that are available for inspection and copying are the records defined in *Section 718.111(12)(a), Florida Statutes*. The Official Records that are not accessible to Unit Owners are defined in *Section 718.111(c)(3)(a)-(g), Florida Statutes*.

PERSONS ENTITLED TO INSPECT AND/OR COPY: The Official Records of the Association are open to inspection and copying by any Association member or the authorized representative of such member. An approved and authorized tenant of a Unit has the right to inspect and copy the Association's Bylaws and Rules & Regulations.

INSPECTION AND COPYING:

- (1) A Unit Owner or the authorized representative of a Unit Owner desiring to inspect and/or copy the Association's Official Records shall submit a written request to the Secretary or Property Manager of the Association. The request must clearly and sufficiently list the records requested in order to allow the Association to ascertain and provide the exact records requested.
- (2) Inspection and/or copying of the records shall be limited to the records listed in the request.
- (3) No Unit Owner or authorized representative shall submit more than one written request for inspection and/or copying of the same records in a thirty (30) day period. No Unit Owner or authorized representative shall submit more than three (3) requests to inspect and/or copy Official Records of the Association in a thirty-day (30) period.
- (4) All inspections of records shall be conducted at the office of the Association, at the Property Manager's office or at some other location within ten (10) miles of the Association as designated by the Association. No Unit Owner or authorized representative of the Unit Owner shall remove any Official Records of the Association from the location of the inspection. Any alteration, modification, destruction (whether partial or otherwise) of the Official Records is strictly prohibited.
- (5) Records shall be made available for inspection by the Association within ten (10) working days after receipt of a written request from a Unit Owner or an authorized representative of a Unit Owner by the Secretary or the Property Manager. The time period may be extended by the Unit Owner or the authorized representative of the Unit Owner. Additionally, the time period may be extended in the event that the records requested are so voluminous that it would be unreasonable to ascertain and provide access to the records within the ten (10) working day time period.

The Association shall notify the Unit Owner or authorized representative via telephone, in writing or email that the records are available for inspection, which shall include the date, time and place of inspection. The time of the inspection shall only be allowed during normal Association business hours of the location of the inspection, which shall be Monday through Friday (excluding Federal, State and local holidays) between the hours of 9:00 a.m. and 12:00 p.m. and 1:00 p.m. and 4:00 p.m. In no event shall an inspection last more than three hours.

- (6) A Unit Owner or the authorized representative shall designate in writing or by attaching a paper clip, tab or similar item to each record requested. Any written request shall designate the specific record or portion thereof. If the location of the inspection has an available copy machine, copies of the records shall be made available to the Unit Owner or the authorized representative within two (2) business days after the inspection. If the location of the inspection does not have an available copy machine, then the records requested shall be made available upon return of the records from the copying service, or as soon as is practical. A Unit Owner or authorized may use a portable device (i.e. smartphone, tablet, portable scanner, or similar technology capable of scanning or taking pictures) to make copies of the records. The Association will not charge a Unit Owner or authorized representative for the use of the portable device.
- (7) A Unit Owner or authorized representative shall be responsible for and pay the reasonable expenses associated with copying of the records requested. Payment in advance for the copies will be required.

MANNER OF INSPECTION:

- (1) No written request for inspection and/or copying shall be made in order to harass any Unit Owner, resident or Association agent, Officer, Director or employee.
- (2) All persons inspecting the records requested shall conduct themselves in a business-like and professional manner and shall not interfere with the operation of the office or business of the Association or Property Manager. The office where the records are inspected shall assign one staff person to assist and oversee the inspection and any requests for further assistance during the inspection shall be directed to the staff person.
- (3) The Association shall maintain a log detailing (a) the date of the written request for inspection; (b) the name of the requesting party; (c) the records which have been requested; (d) the date the records were made available for inspection and copying; (e) the actual date of the inspection and copying; and (f) the signature of the person inspecting or copying the records acknowledging access to the records, such signature and acknowledgment to be given prior to the inspection of the records.

ENFORCEMENT OF RULES FOR INSPECTION AND COPYING:

- (1) Any violation of these rules shall cause the immediate termination of the inspection or copying until such time as the violator agrees in writing to comply with these rules.
 - (2) Any request for inspection and copying not complying with these rules shall not be honored. However, the Association shall indicate in writing the nature of the non-compliance and transmit same to the requesting party.
 - (3) The Board of Directors may make any available legal action to enforce these rules, including the levying of fines.
48. The Association has a zero-tolerance policy with respect to the payment of the monthly assessments due to the Association, as the operation of the Association is dependent upon the payment of the assessments. All maintenance assessments and any special assessments imposed are to be paid when they are due. There is no exception. If any Unit Owner fails to timely pay any assessment, the Association shall be entitled to charge interest at the highest rate allowed by law, and if the documents so provide, assess late fees/charges, for all delinquent payments. Any payment received by the Association shall be first applied to any interest accrued by the Association, then to any late fee, then to any costs and reasonable attorney's-fees incurred in collection, and then to the delinquent assessment, whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced.

49. The Board may enforce the provisions of the governing documents via the imposition of a fine pursuant to the procedures set forth in Section 718.303 (3)(b), Florida Statutes.

A fine may not become a lien against a unit. A fine may be levied by the board on the basis of each day of a continuing violation. However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate.

In addition, an association may also suspend, for a reasonable period of time, the right of a Unit Owner, or a Unit Owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. The suspension does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators.

A fine levied by the Board may not be imposed unless the Board first provides at least 14 days' written notice to the unit owner (and the occupant, licensee or invitee of the unit owner, if applicable) and an opportunity for a hearing before a fine committee appointed by the Board. The Committee shall consist of at least three members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. The Committee will be chaired by a Unit Owner who will act as the main contact person. The Unit Owner shall be entitled to appear before the Committee and present any and all relevant evidence to show that the fine is unjustified. After consideration of the evidence presented, the Committee shall determine whether to confirm or reject the fine levied by the Board. If a majority of the Committee does not approve the fine, the fine shall not be imposed. If a majority of the Committee approves the fine, the fine payment will be due and payable five days after the date of the Committee meeting at which the fine is approved. Written notice of the fine must be provided to the Unit Owner by mail or hand delivery. The ruling of the Committee is not subject to appeal and the Committee shall report its findings to the Board of Directors and the Management company for appropriate action.

50. These Rules and Regulations may be modified, added to or repealed at any time by the affirmative vote of a majority of the Association's Board of Directors.

By Resolution of the Board of Directors of Provence Condominium Association, Inc., this 5th day of January, 2021

Unit Owner / Tenant

Date