

*Condominium Association of Parker Plaza Estates, Inc.*

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**RULES AND REGULATIONS**

**Effective August 17, 2016**

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## **BUILDING RULES AND REGULATIONS**

### **PREAMBLE**

The following Rules and Regulations have been adopted on the authority and pursuant to the Condominium Act of the State of Florida and the Declaration of Condominium and Bylaws of the Condominium Association of Parker Plaza Estates, Inc.

The Rules and Regulations are written to govern the activities and conduct of the residents and guests of the building and to provide guidelines concerning what is correct and incorrect within this environment. It is the intention of the Board of Directors and Management to provide a peaceful, harmonious and orderly experience for all who live here. The safety of residents is also paramount and certain Rules and Regulations are devised for just this purpose.

In order to insure success in accomplishing these goals it is incumbent upon all residents to read and practice good citizenship by obeying the Rules and Regulations. Please keep these Rules and Regulations handy so that you can refer to them whenever necessary.

Violations of the Rules and Regulations may result in penalties and legal action for non-compliance. Mediation and compliance is always the preferred method, but living in a Condominium in close proximity with many people means having rules for the benefit of everyone.

We seek your cooperation and ask you to please follow our Rules and Regulations so that all residents can enjoy their Parker Plaza experience.

Thank you,

Board of Directors  
Condominium Association of Parker Plaza Estates, Inc.

## **DEFINITIONS**

The terms used in the Rules and Regulations and all exhibits attached hereto, unless the context otherwise specifies or requires, shall have the meanings stated in this document and are as follows:

**Assessments:** The additional cost of maintenance, repair and management of the condominium property which is to be paid by the unit owner or owners and includes but is not limited to amounts necessary to meet the common expenses.

**Association:** Condominium Association of Parker Plaza Estates, Inc., a Florida not for profit corporation, and its successors.

**Board of Directors:** Duly qualified elected members of the Association, who are in good standing.

**Building and Improvements:** The structures and improvements located on the property and built substantially in accordance with the building plans and specifications and city, county and state building codes.

**Bylaws:** The Bylaws adopted by the Association and any duly adopted amendments thereto.

**Assistance Animals:** It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability.

**Common Elements:** Those portions of the condominium property not included with the units.

**Common Expenses:** (a) Expenses for the administration, maintenance, operation, insurance, repair and betterment of the common elements including those portion of units to be maintained and repaired by the Association, and all other costs and expenses required to fulfill the duties of the Association; (b) All expenses declared to be common expenses by the Declaration and the Bylaws of the Association and (c) Any valid charge imposed against the entire condominium property.

**Condominium Documents:** The Articles of Incorporation, Declaration of Condominium, Bylaws, Rules and Regulations and all exhibits attached hereto, and as the same may be amended from time to time. Condominium documents are available to all residents online at no charge ([www.parkerplaza.org](http://www.parkerplaza.org)) or printed copies are available from the Management Office at a fee, upon written request.

**Guest:** A person or persons who visits a resident and who with the permission of the resident can occupy the unit for more than one day with the unit owner present.

**Immediate Family Member:** Includes and is limited to spouse, live-in partner, children, siblings, grandchildren and their respective spouses, parents and grandparents and who are registered with the Management Office.

**Renter:** Person with a bona fide contract to lease the unit from the unit owner.

**Rules and Regulations:** The rules and regulations and any amendments thereto which the Association has duly adopted relating to the use of the condominium property.

**Service Animals: Dogs that are individually trained to do work or perform tasks for people with disabilities.**

**Unit:** Defined by the Condominium Act (Chapter 718, Florida Statutes) and sometimes referred to as an apartment.

**Visitor:** Person who is entertained for a day or part of a day while the resident is in residence.

## **STAFF & MANAGEMENT**

1. The Property Manager or (if not available) the Assistant Property Manager is responsible for the operation and administration of the building and property, for keeping the building operating smoothly and efficiently, to help provide for the safety of the residents and to work with the Board of Directors to enforce the Rules and Regulations of the Condominium.
2. Residents shall not direct, supervise or in any manner attempt to assert control over any employee or Board Member, nor shall any resident send any employee upon personal business. Employees cannot do work for unit owners during their regular working hours. Private work is an agreement between the owner and the employee **on their off hours and the employee must be out of uniform.**
3. In the case of an emergency any person authorized by the Property Manager or if not available his or her designee when the Property Manager is not present is empowered to enter the unit in order to remedy or abate the emergency. If a repair is made and the owner is responsible, the owner shall pay the cost of said repair.
4. All complaints, disputes and violations of the Rules and Regulations should be made in writing and will be entered into a Log for review by the Property Manager. The Property Manager will use their best efforts to resolve disputes and complaints. All violations of the Rules and Regulations will be forwarded to Board of Directors (see Fines for more detail).

## **FINES**

1. Failure to adhere to the Rules and Regulations of the Association, may result in the following:
  - A formal report of the violation will be registered with the Property Manager and then presented to the Board of Directors.
  - A fine of \$100.00 (one hundred dollars) per day up to \$1,000.00 (one thousand dollars) per incident may be determined by the ***Board of Directors***.
  - The unit owner/renter will be notified at least 14 (fourteen) days prior to the Grievance Committee meeting on the fine.
  - The Grievance Committee shall hold a meeting, hear all the facts from all parties and confirm or deny the fine.
  - If the fine is upheld, the fine will be posted to the owner's ledger and collection efforts will be undertaken.
  
2. The Association will not tolerate any renter, owner, or guest who knowingly and deliberately violates the Rules and Regulations of this property.

## UNITS / EXTERIOR & BALCONIES / GUESTS

1. A unit owner shall occupy and use the unit as a single-family private dwelling for himself or herself and the members of their immediate family (as described on page 5). The convertible units can be considered a two-bedroom unit.
2. In the absence of the owner only immediate family *as defined*, who have been authorized and registered by the unit owner, may occupy the residence.
3. The use and occupancy of a unit owned by a corporation shall be limited to officers, directors and their registered immediate families or a predetermined primary resident.
4. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to the Declaration of Condominium or as necessary to prevent damage to the common elements or to a unit. Management shall also have access for the purpose of enforcing the provisions of the Declaration of Condominium, Bylaws or the Rules and Regulations.
  - a. No unit owner shall alter any lock or install any new lock on any doors leading to his unit without informing Management and providing keys for the new locks. If a new key is not provided and it becomes necessary to enter the unit, all costs incurred in gaining entrance shall be borne by the unit owner who shall also be responsible for all damages that may occur from failure to provide the key. The unit owner will be liable for any damage to other units or common areas caused as a result of our inability to enter a unit in case of an emergency.
  - b. If a repair is made and the owner is responsible, the owner shall pay the cost of said repair.
5. A unit owner or renter who plans to be absent from their unit for any length of time must prepare the unit prior to departure in accordance with written instructions distributed to unit owners and available in the Management Office.
6. If there is a storm, *or a threat of a storm*, and a unit owner or renter does not remove furniture and other objects from their balcony, the Manager will have authority to access the unit and remove the items and charge *the amount of \$200.00* (two hundred dollars).
7. As per our Declaration of Condominium, "**All apartments and units in the condominium will be air conditioned by a central source and shall be air conditioned for each day in the year, whether or not an apartment unit is occupied.**" Because we are a beach community, you **MUST** keep your A/C on in order to prevent mold and mildew from accumulating.



8. Any act by unit owners, renters and guests that interferes with the peaceful enjoyment and proper use of the property is forbidden. Any violation of this rule may be subject to a fine of ***\$100.00 per day, up to a maximum of \$1,000.00 per issue for violations that are continuing in nature***, by the Board of Directors.
9. Televisions, radios, stereos, home audio and home video systems and all other sound amplification systems must be kept at reasonable volume levels and at such times as is appropriate and will not disturb other residents. The playing of musical instruments is prohibited before 9 a.m. and after 10 p.m.
10. Unlawful use of the premises and unhygienic behavior shall not be tolerated on condominium property.
11. Only residents, their registered guests and visitors may use the recreation facilities.
12. Residents are responsible for the conduct of their guests, their visitors, their children, their tradesmen and for any damage to the condominium property caused by them. They are subject to the same Rules and Regulations that apply to the residents.
13. Unit owners or renters are not permitted to use their unit or any assigned storage area for the possession or storage of anything that will constitute a source of danger to the condominium property, i.e. flammable material.
14. Flammable, combustible, explosive substances and/or chemicals may not be kept in any unit or assigned storage area except for usual household cleaning materials and then in appropriate quantities. This includes terraces.
15. Equipment or supplies belonging to the Association may not be used or borrowed without proper authorization.

### **EXTERIOR & BALCONIES**

16. Unit owners or renters are forbidden to make any changes, additions or alterations to the exterior appearance of any portion of the building including balconies except for temporary holiday decorations.
17. Carpeting is not permitted on the terrace floor. Storage units are not allowed on the terrace. This includes those things that are visible from the outside of the unit, i.e., window treatments which must have white or off-white lining.
18. Per our Declaration of Condominium, exterior antennae are not permitted.
19. The balconies, railings, and staircases (both exterior and interior) shall be used only for the purposes intended and shall not be used for the hanging of garments or other objects or for the cleaning of rugs or other household items. Cooking will not be permitted on

balconies nor shall anything such as clothing, bathing attire, towels, flower pots, wind chimes or umbrellas be hung on the terrace railing.

20. Items allowed on balconies: patio furniture, potted plants and other similar patio accessories. Balconies shall not be used for storage of household goods.
21. Residents shall not permit anything to fall from a window or the balcony of the property nor shall they sweep or throw any dirt or other substances, including but not limited to cigarette butts, water or cleaning solutions, onto any of the balconies or elsewhere in the building or upon the common elements.
22. ***All windows, sliding glass doors and doors leading to common areas must be kept closed at all times.*** Failure to do so will compromise the air conditioning system and humidity control of the entire building and can cause serious damage such as mildew and mold or personal injury (i.e., doors unexpectedly slamming shut, condensation and slippery marble at the elevator landings).
23. Hurricane shutters must be white in color and the entire assembly, including fasteners, must be non-corrosive. The unit owner is responsible for the maintenance of their hurricane shutters.

## **GUESTS**

24. The resident must register all guests stating the names, relationship and approximate length of stay, also stating that the guests are not tenants and are not paying rent or other consideration for use of the unit. The registration should be received by the Management Office and/or the Security Desk. If the registration process is not complete, access to the building will be denied.
25. ***If a visitor stays for more than 30 (thirty) consecutive days, then they must formally register with the Management Office.*** Guests who are immediate family members (see definition of *Immediate Family Member on page 5*) may occupy the unit without the presence of the unit owner.

***A fine of \$100.00 per day, up to \$1,000.00 per incident will be levied by the Board of Directors.***

## **SALE OR LEASE OF UNITS**

1. *A unit owner may not sell or lease a unit without approval of the Association.* A unit must be owned for one year before it can be rented.
2. During the term of a recorded lease the owner shall not occupy the unit, have use of the recreational facilities or use of the assigned parking space, unless the lease is broken before its expiration, with reasonable cause.
3. Advertising on vacation rental sites (e.g. Airbnb, VRBO) or any website for short-term rentals will be considered a violation of the one year rental policy.
4. All new buyers and renters will have a personal screening. This screening will be conducted by the Screening Committee. During the screening new buyers and renters will be required to read and sign certain documents acknowledging they understand and will abide by the Rules and Regulations. A Certificate of Approval (necessary for closing) will be issued at the screening.
5. After the appropriate application documents have been filed, reviewed and approved by the Association, an owner can lease one time per a twelve (12) month period. **Only the lessee and their immediate family may occupy the premises.**
6. The renter and their guests must comply with all the same Rules and Regulations that apply to unit owners. *Fines may be levied against an owner of the unit, and occupant of the unit, and/or a guest of the unit owner.*
7. The renter or owner is required to give the Association a security deposit equivalent to one month's rent. This deposit is to insure against any and all damages that may occur to the common elements of the property and will be returned *within 30 calendar days* once the lease has ended and it has been determined that there is no damage. However, the liability to the lessee for damages shall not be limited to the amount of the security deposit. *Unpaid fines by renters, occupants or their guests may be deducted from the deposit if approved by the Board of Directors.*
8. The personal orientation screening and payment of the application fees shall be waived when existing leases are renewed and in cases where a current tenant moves into another unit in the complex within three (3) years since these people were involved in the screening process for their original leases.
9. An application fee of \$100.00 (one hundred dollars) in the form of a cashier's check or money order must be paid to the Association whenever one applies to buy or rent a unit. This fee is a normal administrative cost.
10. The leasing of a unit does not discharge the owner and/or renter from complying with the Rules and Regulations. Nor does the rental of the unit discharge the owner from any of his duties and obligations as a unit owner.

11. If the unit owner is delinquent in the payment of any maintenance assessment or any special assessment due to the Association, the rent for the unit shall be collected by the Association as payment, as per Chapter 718, Florida Statutes, until the deficit is satisfied.
12. All new buyers of units in our building must deposit in a Parker Plaza non-interest bearing escrow account two quarters of maintenance to insure timely payment of their maintenance requirement. After five (5) years of consecutive on-time payments, this payment will be returned to the unit owner. If the payments are not timely, the escrow will be returned upon sale of the unit, less any unpaid monies owed. When the current owner sells the unit, the new buyer must make a new deposit.

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## COMMON AREAS

1. Adults and children are not permitted to play in corridors, elevators, stairways, garage, or lobby or on sidewalks, driveways, landscaped areas or any off-limits portions of the property.
2. Residents will not use any common area in such a manner as to increase the insurance rate of the Association or create a dangerous condition.
3. Signs and/or any forms of commercial advertising are not permitted as this building is a non-solicitation building, with the exception of the commercial lessees in Parker Plaza that have been approved by the Board of Directors. Residents may post personal notices approved by the Board of Directors or Manager and in designated areas only. Personal notices are limited to 30 days.
4. Residents may post items for sale on the community bulletin boards with the approval of Management. Maximum size is 8.5" x 5.5".
5. Personal articles such as chairs, tables, benches, etc., shall not be left or stored in any of the common areas of the building including but not limited to corridors or staircases.
6. It is forbidden for residents to enter any of the restricted areas of the building such as the roof, the mechanical rooms, the elevator shafts, power rooms, etc.
7. Food and/or beverages are permitted in the Plaza Room and Ping Pong Room only at certain times and only with the permission and authorization of Management.
8. When playing radios and/or other media, earphones must be used.
9. **Residents and guests in common areas shall be properly attired including shirt and shoes. Bathing suits must be fully covered when in the lobby and elevators.**
10. Children twelve (12) years of age and under are not permitted in the lobby or other public areas after 10:00 p.m. unless accompanied by an adult.
11. **The common areas of this building are smoke-free. Smoking is permitted in designated outdoor areas only.**
12. Bicycles belonging to residents shall be stored in the Bicycle Room which is located in the lower garage level of the building. The fee for storage is \$30.00 per year. **Only the service elevator may be used for bicycles.** Bicycles may not be stored on balconies. The Association will not be responsible for theft or damage of any bicycle left on the premises.

13. The use of skate boards, bicycles, tricycles, in-line skates, hover boards, or other similar recreational vehicles are not permitted in any of the common areas including elevators, lobby, driveways, upper or lower parking decks and the pool deck.

***A fine of \$100.00 per day, up to \$1,000.00 per incident will be levied by the Board of Directors.***

## **PAYMENTS AND FEES** **(ASSESSMENTS)**

1. All assessments rendered by Management shall be paid in U.S. funds by either check, credit card, money order or direct deposit made **payable to Condominium Association of Parker Plaza Estates, Inc.** or in the manner stated in the notice or billing, and delivered either in person, via mail, through our online payment processor, or using a pre-established Automated Clearing House (ACH) transfer to:

**Condominium Association of Parker Plaza Estates, Inc.**  
**2030 South Ocean Drive**  
**Hallandale Beach, FL 33009**

2. Maintenance fees are paid quarterly, on the first of October, January, April and July. Payments that are over ten (10) days late will incur a \$25.00 (twenty-five dollar) late fee.
3. A unit owner may appeal a late fee which has been charged to their account due to a late payment for quarterly maintenance or assessments only. To appeal, a late fee waiver request form can be obtained from the Management Office and must be submitted to the office within 15 days of the late fee posting date. The Board will review the waiver request form and the unit owner's payment record for the previous 36 months. (There must be 36 months' previous payment history.)
  - If all payments during that period were made on time, and the unit owner is in otherwise good standing, the Board may waive the late fee, but not remove from the ledger the notation of a late payment.
  - In no case does this waiver of the late fee apply to interest charges, court costs, and attorney's fees or any other charges associated with any past due amount nor will it stop or postpone any collection efforts being made to collect any past due amounts owed on this account.
4. If a lien is placed on a unit for failure to make timely payments, the lien shall be released upon payment in full of all fees due including the late charges, attorney and filing fees, if applicable.

## **MAINTENANCE / CONSTRUCTION**

1. The unit owner, not the Association, is responsible for the maintenance and repair of the following interior items: air handling units, horizontal plumbing, unless the problem is caused by blockage in the vertical stack, electrical, sliding doors and windows, *and all items referenced in Article XIV. C. and Article XV of the Declaration of Condominium.*
2. In an emergency situation *caused by the unit owner or renter*, the maintenance department of the Association will repair major maintenance problems and the owner will be responsible for the payment of that service.
3. The unit owner will bear the costs and expenses incurred by damage or breakage caused to any common areas or another unit owner's property if the unit owner is determined to be responsible for the damage.
4. If the resultant costs and expenses of damage incurred are not paid when due, the Association shall have the right to file a lien against the owner's unit for all expenses incurred including attorney's fees and costs which shall include fees incurred prior to filing suit.
5. Repairs and/or alterations in units are subject to approval of Management prior to applying for permits from the City of Hallandale Beach Building Department.
6. All repairs and/or alterations must receive a valid building permit, if necessary, from the City of Hallandale Beach Building Department and must comply with state, county and local codes.
7. The Association has established **Construction Rules and Regulations**. Copies are available in the Management Office and on the Association website ([www.parkerplaza.org](http://www.parkerplaza.org)). Construction, renovation and remodeling in units must comply with the **Construction Rules and Regulations** and work is not allowed to commence until all requirements have been satisfied.
8. Installation of hard surface flooring **MUST** be installed with specified sound deadening material that has been pre-approved by the Building Engineer. Once the sound deadening material has been installed, this **MUST** be inspected prior to installing the hard surface flooring.

*A fine of \$100.00 per day, up to \$1,000.00 per incident will be levied by the Board of Directors.*



## **PARKING**

1. Each resident has been assigned the use of a numbered parking space. Vehicles assigned to these spaces are subject to registration with the Association and must display identification on the vehicle provided by the Management Office.
2. Any vehicle parked in an unauthorized space or not having the correct identification tag *may be towed* at the expense of the vehicle owner. Management will call the phone number(s) registered with Management and attempt reasonable efforts to notify the vehicle owner prior to towing.
3. Only private vehicles are allowed to park on the premises. No commercial vehicles are allowed to park in resident parking spaces, unless the vehicle belongs to the unit owner and is subject to Management approval.
4. Only the Valet can assign temporary guest parking or, under certain circumstances, the Property Manager. Our Declaration of Condominium reads: “Where a condominium owner, lessee or occupant thereof is not using said unit’s designated parking space for any period of time, it shall advise the management firm and the management firm shall have the right to authorize the use of said parking space during such periods of time...”
5. Only unit owners can rent out or exchange parking spaces. Permission to rent an assigned parking space must be in writing, signed by both parties, and presented to the Management Office to be kept on file. If the unit owner has an aide that needs parking, they can temporarily let the Association rent their assigned space to another unit owner, on a monthly basis, and the aide can park in our valet area at no charge.
6. Vehicles which cannot operate and are in disrepair or kept in neglected condition cannot remain on the premises. Repairs to vehicles cannot be made on the premises except in cases of emergency. Vehicles leaking fluids or emitting fumes from faulty exhaust system will not be allowed on the property. The resident shall be responsible for the cleanup and any damage caused by leaking fluid or charges for cleanup which will be billed to the unit owner.
7. All vehicles must have current registration and insurance
8. Only **ONE** activated garage/gate transponder will be issued per parking space. If the resident has a temporary vehicle, he or she must contact the Management Office during office hours (office is closed Saturday, Sunday and holidays) to obtain a time-limited transponder which must be affixed to the windshield and activated for the length of time requested. **After the time expires, the transponder will be automatically de-activated.**
9. All cars must have a current sticker with an assigned number and the sticker must be placed on the left-hand side of the rear window.

10. All drivers must comply with the posted safety rules pertaining to speed and traffic flow. The speed limit on the premises is 5 mph.
11. Boats, trailers or campers may not be parked on the premises.
12. Cars must be centered in the parking space so as not to encroach upon adjoining cars and moved up to the yellow line or bumper stopper.
13. Washing of vehicles is not permitted on the Association property except in the car wash area provided for the residents. The car wash area is in the southeast section of the lower garage level and is for car washing only. Mechanical work is not allowed. After using the hose, the water must be turned off and the entire hose must be wound on the hose reel.
14. Modifications or additions (e.g. storage cabinets, shelving, bins) are not allowed to be made to any parking space or common areas of the garage or parking deck.

***A fine of \$100.00 per day, up to \$1,000.00 per incident will be levied by the Board of Directors.***

## SECURITY

1. The purpose of Security is to screen and regulate admission to the property, protect persons and property, preserve the peace, maintain order and report fires, vandalism and crimes to the proper authorities.
2. The security guards must advise those in violation of the Rules and Regulations and request immediate compliance.
3. Residents must furnish the Association and Security with correct phone numbers to their unit. Visitors will be denied admittance and deliveries will not be made to residents whose phone numbers are not registered. Unregistered persons are not allowed on property.
4. **Security cannot be contracted to perform unit inspections or other tasks for an owner who is home or away.**

*A fine of \$100.00 per day, up to \$1,000.00 per incident will be levied by the Board of Directors.*

## **POOL AND POOL DECK**

1. Pool hours are from 6 a.m. to 11 p.m. subject to change by the Board of Directors. The pool is closed from 8 a.m. to 9 a.m. for cleaning.
2. The security staff reserves the right to request verification of the identity of all persons using the pool facilities and Jacuzzi. **Anyone not registered with the Association or refusing to identify themselves will be asked to leave the property.** During the Holiday Season we may have extra enhanced security.
3. Running, pushing, wrestling or ball playing is not permitted in the pool, the pool areas and other public areas as well.
4. Musical instruments are not permitted on the pool deck unless authorized by Management. **When playing radios and/or other media on the pool deck earphones must be used.**
5. Swimming and jumping into the pool is at your own risk at all times.
6. Food and/or beverages are only permitted in the designated areas of the pool deck with the exception of non-glass containers.
7. Alcoholic drinks contained in cans or plastic or paper are permitted in the food court area. Intoxicated individuals will be asked to leave the pool deck.
8. Glass containers of any kind are not permitted on the pool deck.
9. **Lounges and chairs cannot be reserved.** Each unit is allowed only two (2) lounges. Lounges cannot be positioned within four (4) feet of the pool.
10. Lounges must be covered with approved **YELLOW** lounge towels only. The towels must have the last name or unit number of the resident clearly displayed. If a lounge remains empty for more than two (2) hours, the pool attendant will remove the cover.
11. Persons returning from the beach are required to wash the sand off before entering the pool deck. All people must shower before using the pool.
12. Persons needing diapers must wear specialized “swim diapers” in the pool.
13. Changing of diapers is not allowed on the pool deck. There is one public bathroom on the pool deck where diaper changing is permitted.
14. Children three (3) years of age or under are not allowed into the pool unless accompanied by an adult.

15. Toys, floats, rafts or small pools are not permitted in the pool, with the exception of noodles or life preservers.
16. Hanging on the pool rope or PVC swim-through is not permitted.
17. **The changing of bathing suits or disrobing of beach attire is not allowed on the pool deck.**
18. Smoking is permitted only in the “designated” area of the pool deck. Cigars and cigarettes must be discarded in the receptacles provided.
19. All entrances to pool areas shall remain locked at all times.
20. Portable pools are not permitted on the pool deck.
21. Children **under ten (10) years of age** are not permitted in the pool areas unless accompanied by an adult.
22. Chaise lounges cannot be moved in such a way as to block walking areas.
23. Bikes are not allowed on the pool deck.
24. Parker Plaza is a no-pets building. Neither owners, renters, visitors or guests are permitted to have pets in the building or on the property.
25. **Be sure you are dry before entering corridors and/or elevators** and that there is no sand or debris from the pool area on your feet. Cover-ups and shoes are required upon entry from the pool area to the building.
26. Shampoo and soap cannot be used in pool showers.
27. Additional Pool Rules are posted in the pool area.

***A fine of \$100.00 per day, up to \$1,000.00 per incident will be levied by the Board of Directors.***

## **JACUZZI**

1. Jacuzzi hours are 6:00 a.m. to 11:00 p.m.
2. Maximum capacity is seven (7) persons.
3. You must shower before entering the Jacuzzi.
4. The Association assumes no responsibility or liability for any occurrence or mishap while using the Jacuzzi.
5. Check with your physician before using the Jacuzzi.
6. Pregnant women or people with health problems and people using alcohol, narcotics or other drugs that may cause drowsiness should not use the Jacuzzi without first consulting with a physician.
7. Children under sixteen (16) years of age are not allowed into the Jacuzzi.
8. The recommended maximum time limit in the Jacuzzi is fifteen (15) minutes due to health concerns.
9. Use handrail when entering or exiting the Jacuzzi.
10. Oils, body lotions, and minerals are prohibited.
11. Blocking steps and entrance is prohibited.
12. Food or drinks with the exception of water are not permitted in this area.
13. Rowdy play is not allowed.
14. Lounge chairs or chairs may not be placed on the Jacuzzi deck.
15. Management assumes no responsibility for swimwear damage due to Jacuzzi/pool usage.

***A fine of \$100.00 per day, up to \$1,000.00 per incident will be levied by the Board of Directors.***

## **ELEVATORS**

1. Contractors may only use the Service Elevators weekdays from 9 a.m. to 5 p.m. and on Saturdays from 9 a.m. to 1 p.m.
2. Deliveries other than flowers, food, drugs or sundries can be made only between the hours of 9 a.m. and 5 p.m., Monday through Saturday.
3. Service elevators cannot be reserved on Sundays and during the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas.
4. Two service elevators are designated for carrying freight, furniture and heavy loads. Management must be notified at least twenty-four (24) hours in advance when deliveries of furniture or household items such as refrigerators are being made so that these elevators can be reserved. If a service elevator will be in use for more than two (2) hours a \$100.00 (one hundred dollar) fee will be charged and this fee must be paid in advance. This fee will cover service elevator usage for one (1) day.
5. Large supplies, heavy goods, trunks, and oversized packages are to be delivered to units in service elevators only.
6. Elevators may not be held at a floor for loading and unloading except under the control of a security guard and with the authority of the Management Office.
7. In accordance with Chapter 823, Section 12, Florida Statutes, smoking in elevators is prohibited. A fine will be levied and authorities will be notified of those disobeying this law.

***A fine of \$100.00 per day, up to \$1,000.00 per incident will be levied by the Board of Directors.***

## **TRASH AND RECYCLING**

1. The trash rooms are open from 9:00 a.m. until 8:30 p.m. every day.
2. **All garbage must be placed in tied plastic bags and thrown down the Trash Chute. This includes cans, cartons, plastic and glass bottles, unless you choose to recycle.**
3. **If you choose to recycle:**
  - a. Residents are to take their recyclables to the two (2) bins located in the downstairs parking garage.
  - b. No need to sort. This will be done at the recycling center.
  - c. Acceptable for recycling:
    - Clean aluminum, steel, or tin cans
    - Clean plastic bottles
    - Office paper, junk mail, magazines, newspapers
    - Clean paper dairy and paper juice containers
    - Flattened cardboard boxes (boxes could be left in the trash room)
  - d. NOT acceptable for recycling:
    - Plastic bags
    - Polystyrene foam cups and containers
    - Food of any sort
4. Clean cardboard boxes must be flattened and placed *under* the shelf. Maintenance staff will place these in the recycling bins.
5. Large items should not be placed in the trash chute or in the garbage room. For the disposal of large items such as furniture, appliances, etc., you must contact the Management Office to get instructions for the disposal of the articles. **DO NOT LEAVE AFOREMENTIONED ITEMS ABANDONED ON PROPERTY.**
6. **DO NOT THROW ANY OF THESE ITEMS DOWN THE TRASH CHUTE:**
  - a. Wood
  - b. Tile
  - c. Metal
  - d. Paint Cans
  - e. Concrete
  - f. Sand
  - g. Any other construction items not listed above
7. Please do not place garbage and/or other refuse of any sort in hallways or in the common areas when the trash room is closed or at any other time.
8. Residents with aides or nurses should instruct them about the rules for trash disposal.

***A fine of \$100.00 per day, up to \$1,000.00 per incident will be levied by the Board of Directors.***



## HEALTH CLUB AND SAUNA ROOMS

1. The Health Club is open 24/7.
2. The Health Club will be closed once a day for cleaning purposes, as posted.
3. Use of the equipment is limited to thirty (30) minutes if other people are waiting.
4. Proper attire such as athletic shoes and shirts must be worn in the Health Club. Wet swimsuits and sandals are not allowed while using the equipment.
5. Those using the Health Club and sauna must cooperate and keep these premises clean.
6. Equipment must not be moved within or removed from the Health Club.
7. No one under the age of sixteen (16) is permitted into the Health Club unless accompanied by an adult.
8. People must be sixteen (16) or older in order to use the saunas.
9. Use of the Health Club and sauna and steam room is at your own risk. The Association does not assume any liability.
10. Food consumption and smoking are not permitted anywhere in the Health Club or saunas. Only unbreakable containers of water are allowed. Alcoholic beverages are strictly prohibited.
11. Televisions:
  - The audio on every television is **OFF** at all times.
  - At the cardio machines, the television audio can be heard through the use of personal headphones.
  - The audio on all other televisions can be heard through the use of a personal device, used with headphones only, with an FM receiver tuned to the FM frequency posted in the Health Club.
  - The television channel on all other televisions is selected by the current users (first come, first served). When a new user enters the Health Club, the new user may ask the current users if they mind if the new user changes the television channel. If the current users say "NO" then the channel cannot be changed until the current users leave the Health Club or agree to change the channel later on during their session.
12. When playing radios and/or other media, earphones must be used.
13. Exercisers must wipe equipment clean after each use.

14. These facilities are for the use of the residents, immediate family, and all registered guests.

***A fine of \$100.00 per day, up to \$1,000.00 per incident will be levied by the Board of Directors.***

## **BILLIARD AND PING PONG ROOMS**

1. The Billiard and Ping Pong Rooms are open from 10:00 a.m. until midnight.
2. No one under the age of sixteen (16) is permitted into the Billiard Room and fourteen (14) in the Ping Pong Room unless accompanied by an adult.
3. Billiard balls and cue sticks must be signed for when picked up at the Security Desk. The equipment must be returned by the person who signed it out. A refundable deposit of \$20.00 (twenty dollars) is required for the billiard equipment and a refundable deposit of \$10.00 (ten dollars) is required for ping pong paddles and balls.
4. If people are waiting to use the facilities all games should be limited to thirty (30) minutes.
5. Food and/or drink are not permitted.

***A fine of \$100.00 per day, up to \$1,000.00 per incident will be levied by the Board of Directors.***

## **LAUNDRY ROOMS**

1. The laundry rooms are open from 9:00 a.m. until 8:30 p.m. every day.
2. The laundry room and the machines must be left clean for the next user.
3. Only **High Efficiency (HE)** liquid detergents/softeners are permitted to be used in machines. Do not use powdered detergents.
4. Filters inside the dryers **MUST be cleaned** after each use by the user upon removal of all laundry.
5. Machines must be emptied as soon as the washing or drying cycle is completed
6. Report machine failures to the Management Office.
7. Leave **washing** machine doors open after use to prevent mildew.
8. Washer/Dryer reloadable cash cards can be purchased or reloaded using the terminal in the north mail room. The terminal will allow up to \$40.00 (forty dollars) to be added to cards. (The terminal accepts only \$5, \$10 and \$20 bills.)

*A fine of \$100.00 per day, up to \$1,000.00 per incident will be levied by the Board of Directors.*

## **STORAGE AREA**

1. The Association is not responsible for the loss, theft, or damage of any items kept by unit owners in the storage area. Storage is at the sole risk of the owner.
2. Smoking is not allowed in storage, trash or laundry rooms.
3. Any articles found outside the storage bin in the storage area will be considered trash and disposed of as such.
4. Flammable and combustible material of any sort is not allowed to be stored in the storage room.
5. Upon renting an additional storage unit, unit owners or renters will be required to sign a rental agreement.
6. Yearly rates for additional storage units:
  - Small storage unit: \$300.00
  - Medium storage unit: \$400.00, \$500.00 or \$800.00
  - Large storage unit: \$1,500.00
7. Please check with the Management Office for availability.
8. Rental fees will be due on the first of October of each year, and the lease will be for one (1) year. If the storage area is not occupied for the entire year, the unit owner or renter will still be required to pay the full year and will be refunded the unused portion of the fee upon vacating the storage area.
9. A late fee of \$25.00 (twenty-five dollars) will be charged if storage rental fees are more than five (5) days late. Notice to terminate the storage rental agreement will be required in writing within seven (7) days prior to terminating the agreement.
10. Further information will be in the rental agreement.

***A fine of \$100.00 per day, up to \$1,000.00 per incident will be levied by the Board of Directors.***

## **SHUFFLEBOARD COURTS**

1. Shuffleboard courts are open from 9 a.m. until 8 p.m. except if otherwise authorized by Management.
2. If other players are waiting, the limit is one game per group.
3. Appropriate footwear with a non-skid sole and a closed toe is required. Bare feet are not allowed.
4. Children under the age of sixteen (16) must be accompanied by an adult.
5. Unnecessary walking on courts is prohibited.
6. Pool deck furniture is not allowed to be placed on the shuffleboard court. This damages the professionally maintained surface.

***A fine of \$100.00 per day, up to \$1,000.00 per incident will be levied by the Board of Directors.***

## **PLAZA ROOM**

1. Residents may reserve the Plaza Room for private functions upon written application to the Manager thirty (30) days in advance. The application must be accompanied by a \$200.00 (two hundred dollar) refundable deposit *plus* the rental fee.
2. Use shall be determined as per written contract with a maximum occupancy of 143 people.
3. The resident making the reservation must be in attendance at the function and will be responsible for any damage or for failure to clean the facility afterwards. Damages that exceed \$200.00 (two hundred dollars) will be billed to the resident and will be due within two (2) days of receipt of the bill.
4. A contract with full details and fees is available in the Management Office and must be signed by the resident upon reserving the room.
5. An alphabetized guest list must be furnished to Security not less than 24 hours prior to the private social function.
6. Extra parking valets **MUST** be booked at an additional fee for parties that will have more than ten (10) cars. If not, after valet parks the first ten (10) cars, guests will be required to coordinate with the hosts for off premises parking.
7. There is no rental fee if functions are open to all unit owners.

***A fine of \$100.00 per day, up to \$1,000.00 per incident will be levied by the Board of Directors.***

## **PETS AND SERVICE / ASSISTANCE ANIMALS**

1. Based on our Condominium Documents, this is a no-pet building.
  - a. Neither owners, renters, visitors or guests are permitted to have pets in the building or on the property.
2. Service / Assistance Animals:
  - a. Service Animals and Assistance Animals are permitted as required by Federal and Florida law.
  - b. All requests for reasonable accommodation for a Service Animal or an Assistance Animal should be submitted to the Management Office by the owner or renter and approved before the animal is on the premises. The forms with required information are available in the Management Office.
  - c. Information verifying that one meets the Fair Housing Act's definition of disability must be provided such as Supplemental Security Income or Social Security Disability Insurance Benefits or a statement from healthcare provider.
  - d. Documentation from a veterinarian must accompany the request certificate reflecting animals breed, age, sex, weight, and vaccinations.
  - e. In order to authenticate that the animal is properly registered with the Association, identification tags may be issued by the Management Office and should be attached to the animal's collar at all times.
3. Service Animals and Assistance Animals are permitted in the common areas but the following restrictions must be obeyed:
  - a. Animals must be under control at all times.
  - b. If any animal relieves itself in any common area, including hallways and/or stairwells, the owner will be fined. If the incident repeats, the owner may be required to remove the animal from the building permanently.
  - c. If any animal endangers the wellbeing of any of the residents, visitors or guests and/or damages any of the building's property, the owner may be required to remove the animal from the building permanently.
  - d. Permitted Animals may be subject to additional rules and regulations that the Board of Directors shall provide in the Management Office.

***A fine of \$100.00 per day, up to \$1,000.00 per incident will be levied by the Board of Directors.***



## **GRILLS**

1. If grills are provided by the Association, hours for use are 9 a.m. to dusk.
2. Reservation forms and disclosures are at the Security Desk.
3. Reservations are to be made at the Security Desk.
4. A \$25 check deposit is required upon reserving the grill.
5. A maximum of two hours of use may be reserved.
6. No flammable materials are permitted near the grill.
7. Proper cleaning of the grill is required. Failure to properly clean the grill will result in a charge.
8. Use is at your own risk.
9. All food carried through the lobby must be in a closed or covered container.
10. Security must be called to inspect the area at the end of the session and for the return of deposit.

***A fine of \$100.00 per day, up to \$1,000.00 per incident will be levied by the Board of Directors.***

## **AMENDMENTS**

None as of 8/17/2016.