

# ***OPAL TOWERS***

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## ***CONDOMINIUM ASSOCIATION RULES***

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# OPAL TOWERS CONDOMINIUM ASSOCIATION RULES

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Board Approved 3-10-2010 & Amendments to 3-1-2011

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# RULES AND REGULATIONS

## OPAL TOWERS EAST CONDOMINIUM ASSOCIATION, INC.

Board Approved 6-26-2008

Plus Board Approved Amendments to 3-1-2011

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### I. INTRODUCTION

#### A Objectives

- 1 These Rules and Regulations are designed to make living at Opal Towers safe, pleasant, comfortable, and to insure harmonious relations and promote an enjoyable and civilized living environment.
- 2 This document has been prepared to assist unit owners to familiarize themselves (and their relatives, guests, lessees, visitors, employees and contractors) with the rules, and to assist the Board of Directors, the Manager, security personnel and Association employees in enforcing these rules. Owners are responsible to ensure that their visitors, relatives, guests, lessees, agents and employees comply with these rules.

#### B Background

- 1 The rules presented in this Rule Book are based on the rules that have been in effect in various forms during past years.
- 2 The rules presented herein have been established and duly voted upon by the Board of Directors of Opal Towers, under the authority granted in the **By-Laws of the Association** under **Florida State Statute 718.112**, including but not limited to the following paragraphs:
  - ***IV.5 To make and amend regulations regarding the use of the property in the condominium***
  - ***IV.6 To approve or disapprove proposed occupants, purchasers, lessees and mortgagees of apartments in the manner provided in the Condominium Documents.***
  - ***IV.7 To enforce by legal means the provisions of the Condominium Documents, the Articles of Incorporation, the By-Laws of the Association, and The Rules and Regulations for the use of the property in the condominium.***

## C Enforcement

1. An offender, who repeatedly does not comply with the Rules and Regulations, is subject to action by the Board of Directors per Florida State statutes. (Behavior that interferes with the rights and/or safety of others is not acceptable even if it is not specifically in the rules.)
2. There is a three-step enforcement procedure in effect, that includes verbal notification, written warning, and fines, unless the violation is such that immediate action is required. Fines will be levied per Section 718.303 (3) of the Florida Statute (i.e., max \$100 per day of violation up to a total of \$1,000 in aggregate).
3. Violations should be reported [in writing to Security or the Manager by any member or employee of the Association](#). Violations may be reported directly to the President of the Association if Security or the Manager is unavailable (staff members have been directed to keep the name of the complaining party confidential). Reporting violations, like any other communication to the Board, must be in writing, unless due to a time factor, must be done immediately.
4. [The Board of Directors has the authority to stop unit owners who owe maintenance or special assessment payments from using the common elements of the Association, except for passing through purposes. This rule will apply to owners and all occupants who are over 90 days late in payments.](#)

## II. OCCUPANCY AND REGISTRATION

### A. Use Restriction

1. Section 12, Paragraph 1 of the By-Laws of the Association states: "The apartment shall be used for single family residence only".
2. Single family is hereby defined as follows: "Family" shall mean 1 person or a group of 2 or more persons living together and interrelated by bonds of consanguinity, marriage or legal adoption, or a group of persons not more than 3 in number who are not so interrelated, occupying the whole or part of a dwelling as a separate housekeeping unit with a single set of culinary facilities. The persons thus constituting a family may also include gratuitous guests and domestic servants. Any person under the age of 18 years whose legal custody has been awarded to the state department of health and rehabilitative services or to a child-placing agency licensed by the department, or who is otherwise considered to be a foster child under the laws of the state, and who is placed in foster care with a family, shall be deemed to be related to and a member of the family for the purposes of this chapter. Nothing herein shall be construed to include any roomer or boarder as a member of a family.

### B. Owners and Lessees

Owners and lessees shall notify Security or the Office when they leave for overnight or longer, and should notify security upon their return. Owners and lessees

shall also notify the Office of their return to update their information. Residents are requested to turn off the main water valve in their unit and leave the A/C on, when they plan to be away overnight or longer. Owners with water leaks will be held responsible for damage to the building.

### **SAFETY !**

#### **C. Visitors**

- 1 No one except for permanent residents (unit owners or lessees) may enter the premises without registering with Security.
- 2 All visitors (personal friends, relatives, personal employees, etc.) must register upon arrival at the security desk. Not following this rule is considered a violation.
- 3 No visitor is to be allowed into the building without prior written approval of the unit owner or lessee to be visited. If Security cannot reach the unit by phone, entry will be refused. Unit owners, who refuse to provide their telephone number to Security, must make arrangements in advance with the business office or Security for the entry of the visitor.
- 4 Rules and regulations related to day visitors and overnight guests are presented in Section III: Guest Privileges.

#### **D. Contractors**

- 1 Contractors working for the association must register at Security and must fill out the required form. (All contractors will be requested to leave their driver's license with security when working in the building.)
- 2 Contractors working for individual unit owners, and moving and delivery companies making deliveries to unit owners or lessees must sign in at Security and must sign out every day. The responsible individual must sign in, and must state the number of people who enter the building with them to complete the job. Deliveries can be made and work can be performed only during authorized hours: Monday thru Friday, 8:30 am thru 4:30 pm. It is the unit owner's responsibility that contractors finish the job every day before the time limit imposed by the association. A deposit is required before a move in, move out, construction work begins or a delivery can be made. This deposit must be made in advance with the business office. **Cleaning crews and window cleaners are the only exception for contractor work in units on Saturday.**
- 3 Helpers, nurses or companions, etc. who visit a unit on a regular basis, must sign in with Security, and must state the normal hours of their visits. These forms must be signed by the unit owners, and will be kept on file until cancelled. These people will not have to sign in every day.

## **E. Occupancy**

Total overnight occupancy is limited to the following, and anyone in excess will be recognized as a nuisance:

1 – Bedroom Apartment	4 persons
2 – Bedroom Apartment	6 persons

## **III. GUEST PRIVILEGES**

### **A General**

- 1 Each unit owner is responsible for the actions of his/her guests and Temporary Residents whether or not the unit owner is in residence during the guests' stay. Guests are required to observe and follow all rules and regulations related to the use of common areas as well as individual units (not only those specifically stated for guests in this section).
- 2 An owner may have guests while he/she is in residence as desired (but see Section II.E.1. Occupancy), as long as they are registered and observe the rules and regulations of the Association.
- 3 No guest privileges exceed two weeks. Guests (over the age of 16) staying for a longer period are considered temporary residents and the rules presented in III.C.2 Temporary Residents, apply.

### **B Day Guests**

- 1 All guests must register with Security upon arrival, detailing the unit to be visited and total number of guests.
- 2 If a unit owner or lessee is having a party, i.e., invites a number of guests, whether that party is held inside the unit or in a common area (e. g., in the Social Activity Room or on the Beach), all guests must sign in at Security. It is helpful if the unit owner provides in advance a guest list, in which case Security can just check off the name of the arriving guest.
- 3 No unit owner or lessee can have a Beach Party with more than four day guests (not registered as overnight guests) more often than once a month, and the total number of guests, including registered overnight guests, may not exceed ten, without specific permission by the Board of Directors. Capacity limitations may result in additional limitations on your guests.
- 4 There are certain restrictions regarding the use of the common areas by day guests. See also Sections IV.D.5 Social Room; IV.G.3 & 4 Recreation Rooms; V.B.16 Pool; V.D.10 Beach; and V.E.4 Car Wash.

### **C Overnight Guests and Temporary Residents**

- 1 Overnight visitors (personal friends, relatives, etc.) must register with Security.
- 2 Personal friends, relatives, etc. who move in for a period exceeding two weeks (permanently or semi permanently) are considered temporary residents and must also register at the office. They will be interviewed by two members of the Board, and a criminal background check will be done for which a fee must be paid. No guest parking privileges exceed two weeks. Guests who plan to stay more than two weeks must find parking space elsewhere. [Temporary Resident's approval of tenancy can be terminated immediately without cause with written notice to the unit owner.](#)
- 3 No guest under 18 years of age is permitted to occupy a condo unit, unless an owner, lessee or an adult relative is in residence.

### **D Owner Not in Residence**

- 1 With the written permission of the owner, guests and non immediate family members are permitted use of an owner's condo 4 times a year. (This provision will be strictly enforced!)
- 2 There is no restriction on the length of stay of immediate family members, i. e., mother, father, brother, sister, children and their spouses, (however, Section III.C.2 Overnight Guests and Temporary Residents, [and Section XX.A.8. No Overnight Guests Unless Owner is in Residence](#), applies!). Children of immediate family members under 18 years of age shall be accompanied by a parent.
- 3 No one under the age of 18 is permitted to occupy a condo unit overnight without a parent or responsible adult.
- 4 Guests and non-immediate family members are not permitted to invite others for overnight stays.
- 5 No overnight guests are allowed in a leased unit if the lessee is not in residence.

### **E Arrival of Guests When Owner is Not in Residence**

- 1 Owners shall provide the Board of Directors and Security with notice in writing prior to the arrival of guests or relatives, containing the following information:
  - Names of all guests and relatives and the names and ages of guests and relatives under 18 years of age.
  - Family relationship, if any, of visitors.
  - Statement by owner that guests or relatives have been fully informed that they shall comply with Association Rules and Regulations.

- 2 For security reasons, if the foregoing Rules and Regulations are not complied with, guests or relatives will be refused access to the Condominium, even if a key to the apartment has been provided by the unit owner to/for the guest.

## **IV. COMMON AREAS - INDOORS**

### **A General Rules**

- 1 The following areas are considered indoor common areas: Lobby, Library, Corridors and Elevators, Social Activity Room, (AKA Recreation Room), Card rooms, Exercise Room, Saunas, Billiard Room, Game Room and the Garage (which is handled in a separate section).
- 2 Any owner or lessee who, through misuse of common areas, deprives others from use of any common area shall be subject to grievance procedures. Owners and lessees are responsible for their use and their guests' use of common areas; this responsibility also includes any financial responsibility for misuse.
- 3 No food shall be consumed in the Common Areas with the exception of the Card Rooms and the Social Activities Room (North Building), unless explicitly authorized by the Board of Directors.
- 4 To protect the marble flooring, wheeled luggage must not be pulled or pushed through the North and South hallways or through the lobby area. Wheeled luggage must be wheeled through the side entry doors next to the elevators.
- 5 If a unit owner or lessee (but not a guest without being accompanied by a unit owner or lessee) arrives by taxi after 10:00 pm, when the side doors are not allowed to be opened, the security guard, at his discretion may open the side door to the unit owner to bring in the luggage that way. The guard, however, must know the owner, or must obtain proper identification before doing so.
- 6 Smoking in indoor common areas of Opal Tower buildings is prohibited by law. Smoking is also prohibited in the east and west landings on each floor.
- 7 Children under the age of 16 years of age shall be under adult supervision at all times when in the common areas.

### **SAFETY !**

- 8 Appropriate attire cover-ups and footwear are required at all times.

### **B Lobby, Corridors, Elevators**

- 1 The Lobby may be used for private conversations, and quiet individual activities (reading, etc.). No one is permitted to play games in the lobby, and the use of portable music equipment (radio, CD player, tape player, DVD, etc.) is forbidden. Only the Board of Directors can authorize any group activity to be held in the lobby.

- 2 Neither the corridors nor the elevators are to be used for any purposes other than for transit (people and goods) from the garage and/or the lobby to the individual units. No children under 16 years of age are allowed alone in the elevators.

**SAFETY !**

### **C Library**

The library is for the enjoyment of all residents and their guests. Individuals or groups using the library must not generate noise that would disturb others. It is expected that material removed (borrowed!) from the library is returned within a 10-14 day period.

### **D Social Activity Room**

- 1 The Social Activities Room is used for [Association approved functions](#) and owners' private parties [until 10 PM](#).
- 2 The use of the pool area is not included in the rental of the Social Activity Room.
- 3 On major holidays and during the boat parade, the Social Activities Room will not be available for private parties, though persons may congregate informally unless Association parties are scheduled.
- 4 Outside guests cannot be accommodated at Association sponsored functions unless the allowable limits have not been reached by the closing date for reservations.
- 5 An application form for private use of the Social Activities Room details further conditions concerning the use of this room and the fees associated therewith and is available in the office.
- 6 Applications to use the Social Activities Room for private functions shall be submitted to the Association office with the appropriate fee, at least **two** weeks in advance, and shall be approved (or disapproved) by two Board members.

### **E Card Rooms**

- 1 The card rooms may be used by unit owners, lessees and their guests, and light refreshments may be served. It is expected that people using these rooms clean up afterwards.
- 2 Organized groups (e.g., Tuesday night bridge group, Monday and Tuesday night poker group, etc.) have priority regarding the use of the facility. In case of conflict, the Property Manager will arbitrate.

### **F Exercise Room**

- 1 The Exercise Room is used at one's own risk. No martial arts or similar sports may be practiced at any time in the Exercise Room.

- 2 No one under the age of 18 may be in the Exercise Room without a supervising adult, and no one under the age of 16 may use any of the facilities there

**SAFETY!**

- 3 People are expected to clean up the area they use and return equipment to its original place if they removed it for use. (A spray water bottle is supplied with paper towel for the purpose of cleaning up).
- 4 The exercise room is available for quiet use 24/7, all day, and every day.

## **G Saunas, Residents Billiard Room and Guests Game Room**

1. The use of these facilities is limited to the hours from 8:00 a.m. to 9.00 p.m.
2. Equipment for these activities is available at the Security Desk and shall be returned after use. The cost of equipment not returned and any damage to the facility will be charged to the unit owner (or lessee) involved.
3. The Resident Billiard Room is for the exclusive use of owners and their guests, when accompanied by owners. The sign out sheet and key are kept at the security desk.
4. The Guest Recreation Room (with ping-pong and billiard facilities) is available for unit owners and their unaccompanied overnight guests, including minors; however, children under 16 years of age using this room must be supervised by an adult.
5. No one with any health risk, or guests without the presence of unit owners or lessees may use the Sauna, and no one under age of 18 may use it at any time **SAFETY!** Use at your own risk.

## **V. COMMON AREAS - OUTDOORS**

### **A General Rules**

- 1 The following areas are considered outdoor common areas: all landscaped areas, the Pool, the Beach, Car-wash facilities and the ground-level parking area (which is handled separately).
- 2 The use of the landscaped areas for recreational purposes or the placement of furniture or equipment thereon is prohibited, except specifically authorized by the Board of Directors in an emergency.
- 3 The use of all outside common areas is restricted to unit owners, lessees and their registered guests. Unit owners are free to invite guests; however, in order not to overburden the facility, the number of guests invited by a unit owner (or lessee) to the pool/beach area is limited. The total number of people including the residents can not exceed 10 at any given time unless specifically authorized by the Board of Directors in advance. No guests may use the facilities without registering at Security. During peak seasons, the Board of Directors may impose additional limitations as to the total number of persons allowed in the pool/beach area.

- 4 Privately owned equipment (beach chairs, sand chairs, floating devices, etc.) may not be stored in common areas, and must not be left in common areas overnight.

## **B The Pool and Pool Area**

- 1 The pool is officially open between 8:00 a.m. and 9:00 p.m. The Pool also may be used between 7:00 a.m. - 8:00 a.m. and 9:00 p.m. – 10:00 p.m. for quiet use by individuals, not groups.
- 2 There is no lifeguard at the pool. Everyone uses the pool at his/her own risk.
- 3 A shower, at the pool area shower, is required before entering the pool. The use of soap in the pool shower is prohibited. **SAFETY !**
- 4 No jumping or diving into the pool is permitted. **SAFETY !**
- 5 Persons under 16 visiting the pool deck must be accompanied by a supervising adult.
- 6 Small children under the age of 4 must be accompanied by an adult into the pool. **SAFETY !**
- 7 Exercise class has the shallow end of the pool reserved from 10 am to 11:30 am on Monday, Wednesday, and Friday.
- 8 Persons of all ages who wear diapers on a regular basis are not permitted in the pool, except those wearing swimming diapers. A child pool is available upon request from Security.
- 9 Balls, floats, and kicking boards, are not permitted in the pool. Arm and vest type flotation aids and children's float items are permissible for those who may need them (but only at the shallow end). Adults using pool exercise equipment may use the entire pool. **SAFETY !**
- 10 Ball playing, throwing objects, games involving running or shouting and monopolizing the pool are prohibited. **SAFETY !**
- 11 Only non-breakable beverage containers may be used in the pool area. Glass bottles, drinking glasses, etc. are not allowed anywhere on the pool deck and adjacent areas except for the beach. **SAFETY !**
- 12 When using the pool lounges and chairs while in swimming attire, a towel shall be spread on this furniture to protect the furniture and subsequent users. Pool furniture shall not be removed from the pool deck. Under no condition may chairs or tables be moved from the pool deck to the beach!
- 13 Food is not permitted on the pool deck.

- 14 The use of radios and similar devices without ear phones in the pool area is prohibited in consideration of others as well as those who live around the pool area.
- 15 Pool furniture shall not be reserved in advance or retained indiscriminately by placing personal belongings thereon while being away from the area for an extensive amount of time.
- 16 It is prohibited to place any encumbrance (chairs, chaise lounges, etc.) less than three feet from the coping around the swimming pool.
- 17 Registered day guests are permitted to use the pool or pool area but only when the host owner or lessee is present. Overnight guests, registered with Security or the Office, are allowed to use the pool area as long as they observe the rules presented herein. (Please also see Paragraph V.A.3 Limits on Guests in Common Areas, and Section III. Guest Privileges).
- 18 Persons entering building from the pool or beach area must dry off before entering the building.

### **C. Use of Poolside Grills**

1. Grills may be used between the hours 8:00 a.m. and 9:00 p.m.
2. Users failing to turn off the gas or failing to clean the grill after use will receive a warning, and subsequently will be subject to a fine.

### **D. The Beach**

- 1 There is no lifeguard at the Beach. Everyone uses the beach at his/her own risk.
- 2 Beach chairs are available for unit owners and their guests on a first come first served basis. They should not be "reserved" while away from the beach for an extended time period.
- 3 Beach chairs must be covered by towels when used!
- 4 Beach chairs must be returned after use to the dune face or above the high tide line as defined by Opal Towers. They must not be moved to the pool deck.
- 5 Please keep the beach clean! Don't litter (throw away cigarettes, bottles, etc.) and clean up before you leave.
- 6 Tar and sand shall be removed from the body and clothing before returning to the condominium areas from the beach.
- 7 Use beach overhead and foot showers before re-entering pool area. Check for tar and remove it if necessary. Cleaning agents, mineral spirits and paper towels are provided in the shed (by the south picnic table) for the removal of tar.

- 8 Those requiring shoes to walk the beach shall wear another pair of clean shoes to return to the condominiums areas (or must wash their shoes at the foot shower before leaving the beach).
- 9 Two picnic tables are available outside the gate. After use, the tables and the area around the tables must be left in clean conditions. Due to increased demand for these tables, it is recommended that they should be reserved in the Office or Security for week ends and holidays. At any rate, those with reservations will have priority, and if there are others waiting, the tables must be vacated after 2 hours of use. Reservations may be made at Office or Security for 2 hour time periods.

#### **E Car Wash**

- 1 Use is limited from 9:00 a.m. to 7:00 p.m.
- 2 Car engines must be shut off and no radio or other “noise making” device shall be “on” while using the facility.
- 3 After completion of the car wash, hose faucet shall be shut off, hose coiled on the rack provided, and debris and trash deposited in the container provided.
- 4 The car wash facilities are available only for unit owners and lessees. No guests or employees may use these facilities.
- 5 Outside contractors, i.e., automobile detailers may not use the car-wash facility.

### **VI. ATTIRE**

1. Cover-ups and footwear are required in all inside common areas.
2. Persons entering building from the pool or beach area must dry off before entering the building.
3. Swimming attire is restricted to the beach and pool areas. Persons in swim attire shall wear a robe or upper body garment and footwear at all times when entering the building from the outside common areas.

### **VII. GARAGE, PARKING, AND TRAFFIC SIGNS**

#### **A Classification of Parking Spaces**

- 1 Underground garage spaces, one belonging to each unit.
- 2 Ground-level [and overnight](#) parking spaces rented out by the Association on a quarterly basis (only to unit owners – [lessees restricted to overnight parking spaces](#)).

- 3 Underground parking spaces rented directly from unit owners under private arrangements.
- 4 Guest parking
- 5 Parking spaces reserved for employees and the office staff.
- 6 Parking spaces reserved for contractors and outside service personnel
- 7 Parking spaces owned by Opal Towers West residents.

## **B General Rules**

- 1 There shall be only one car to enter the garage at a time. Second car must wait until garage door closes. This rule is to prevent unauthorized persons from sneaking into the building. This rule will be strictly enforced.
- 2 Operators of vehicles shall observe posted speed limits (5 miles per hour) and other traffic signs when driving in Association areas.
- 3 Unit owners who want to leave their car at a guest spot may do so, but the maximum time a unit owner can leave a car in a guest spot is 30 minutes. Owners may not park in the guest handicap parking spots. Violator's shall be subject to booting and/or towing at owner's expense.
- 4 Commercial vehicles, trucks, trailers, recreational vehicles, boats, jet skis, etc. shall not be parked overnight on Association premises
- 5 No commercial vehicles or trucks are permitted to park in the North or South parking lots.
- 6 Owners and lessees shall not drive or park pick-up trucks, **scooters** or motorcycles on Association premises.
- 7 A warning will be issued after the first reported violation of traffic rules (including parking violations, speed limit violations, or tailgating through entrance gate), followed by fines for each subsequent violation.
- 8 The use of trickle chargers for car batteries, for more than 7 days is prohibited.

## **C Underground Garage**

- 1 Underground garage spaces are numbered from 1 through 250 and 300 through 350. Not all numbers are assigned, and the numbers are not in any logical order. Each unit has one space.
- 2 There are numbered blue (or red) parking stickers issued to the legitimate owner of each space. These stickers will have to be affixed inside the vehicle on the driver side of the rear window of cars that will park at these spaces. Cars that will park in any garage space without the corresponding sticker or temporary pass will be booted at the owner's expense.

#### **D Ground Level Parking**

- 1 Ground level rental spaces are numbered from 400 through 475. Not all numbers are assigned, and the numbers are not necessarily in any logical order. There are numbered green parking stickers issued to the renter of each rented parking space. These stickers will have to be affixed inside the vehicle on the driver side of the rear window of cars that will park at these spaces. Cars that will park in any ground-level rented space without the corresponding sticker will be towed away at the owner's expense. A limited number of the rental spots can accommodate two cars. These have been identified by the association and will incur an additional charge if used for two cars after two weeks.
- 2 These spaces can be rented at the office as available. Renters must register with the office. Renters who do not pay the rental fees when due will lose their space. The waiting list is maintained on a first come, first serve basis in the office.
- 3 Owners that rent out their unit for more than 6 months must return their rental spot to the association.

#### **E Underground Spaces Rented**

- 1 Unit owners who do not use their space may rent their space out to any other unit owner or lessee, or may just allow another unit owner to use the space without any rental fee. In either case this arrangement has to be registered at the office. Copies of the document signed by both parties will be kept in the files of the unit owners involved. There are numbered red parking stickers issued to the legitimate user of each space which is rented out.
- 2 These stickers will have to be affixed inside the vehicle on the left side of the rear window of cars that will park at these spaces. Cars that will park in any garage space without the appropriate sticker or temporary parking pass, will be booted at the owner's expense.

#### **F Guest Parking**

- 1 Guests may park at ground level guest spaces. Guests have to register with the security guard. Those with a car will be issued a parking pass showing that the car is parked legally. Cars that park in guest spaces overnight without such a tag will be booted or towed at the owner's expense.
- 2 Guests who visit while the unit owner is not here and wish to use the parking space belonging to the unit also must register, and request a temporary parking pass to avoid the car being booted or towed. Cars of guests parking in the underground garage without a sticker or pass will be booted. No guest can park in guest spaces beyond two week period (see Section III. Guest privileges)

### **G Specially Assigned Parking Spaces**

- 1 Neither owners nor their guests are permitted to park at spaces reserved for employees, office staff, contractors, service personnel or residents of Opal Tower West. This rule applies to overnight parking as well.
- 2 No parking in car wash spots.

## **VIII. WINDOWS, WALLS, BALCONIES, TERRACES, HALLWAYS & FLOORS**

### **A Walls and Hallways**

- 1 Nothing shall be attached to the common area interior or exterior walls of the building.
- 2 Hallways shall not be obstructed or used for any purpose other than entrance and exit from the premises.

### **B Balconies and Terraces**

- 1 The balconies, terraces, stairways and windows shall be used only for the purposes intended, and shall not be used for hanging garments or other objects, or for cleaning household items. Waterproof electrical outlets, phone jacks and cables hookups, if installed according to building code, are permitted.
- 2 Cooking, by any means, is strictly prohibited on any balcony or terrace.
- 3 All furniture and movable objects shall be removed from balconies when the owner is not in residence. Damage resulting from wind blown furniture or other objects from balconies shall be the responsibility of the owner.
- 4 Objects such as cigarette stubs, cigar stubs, pipe ashes, paper or other objects shall not be thrown or swept off the balconies.
- 5 Carpeting on terraces is not permitted in order to maintain waterproofing integrity.
- 6 Water damage to balconies from plants or planters shall be the financial responsibility of the owner or lessee. Water must not be allowed to flow down from your balcony.

### **C Shutters, Tiles, or Wood Type Flooring**

- 1 No shutters may be installed or relocated without the prior permission of the Board of Directors. Before starting any work, a building permit also must be obtained.
- 2 All new shutters must be installed inside the balcony railing and must be of fawn or beige in color. Any design of shutters meeting current building codes will be allowed.

- 3 Unit owners who install tile or wood type flooring anywhere within their unit must install approved sound insulation below the flooring.

## **IX. SIGNS**

### **A General**

- 1 No sign of any type shall be displayed by an owner on any part of the outside or inside of the buildings or grounds.
- 2 No advertisement, non-Association related announcements, or solicitation of any kind shall be distributed except on approved community boards (see below).

### **B Announcement Boards**

- 1 The Board of Director Announcement Boards. These are located outside the two Mail Rooms and in the garage at the left side of the elevators in both the North and South buildings. Only Board announcements can be placed on these boards.
- 2 The Social and Community Boards. These are located in the Mail Rooms, outside of the Manager's Office and in the garage at the right side of the elevators in both the North and South buildings. All announcements on these boards must be approved by the Office.
- 3 Any advertisement or announcement by an owner or lessee shall be written or typed on a 3"x 5" or 4" x 6" card. Such cards may be obtained from the Association office.
- 4 Forms shall be signed and dated by owner or lessee.
- 5 No form shall be posted for longer than two consecutive weeks from the date of posting.
- 6 The office staff shall monitor and remove the signed and dated cards. No outside vendors or service providers can place an advertisement on the Announcement Boards, except on the one next to the Manager's Office. A prior approval of the Office is required.

## **X. STORAGE**

- 1 Every owner is assigned one storage locker. The Association office will provide information on the availability of additional lockers for rental. A quarterly fee is charged for storage rentals. Requests for additional lockers shall be made to the Office.
- 2 The placement or storage of personal property in any common area of the Association without prior approval of the Board of Directors is prohibited.
- 3 The storage of flammable material in storage lockers is strictly prohibited.

- 4 No items may be stored in and around a parking spot, e.g. car covers, golf clubs, grocery carts, etc.

## XI. NUISANCES

- 1 No owner, lessee, or visitor shall do anything or cause a disturbance within a condo unit or in the common areas that would adversely affect the rights, comforts, convenience or well-being of others, or the common elements or any portion of the Association property or condominium property that is maintained by the Association.
- 2 Disturbances within the Condominium should be reported to Security. Security should try to resolve the issues; however, if the situation warrants it, Security shall call the Hillsboro Beach Police Department for assistance.
- 3 **Unit owners may smoke inside their unit: however, no tobacco smoke or odor shall be allowed to drift into any adjacent unit(s) or common element property. Unit owners are requested to take appropriate action (including creating barriers if necessary) to prevent such occurrence. It will be considered a violation if the smoke drifts into the common elements or adjacent units more than once in each of two or more consecutive seven-day periods; and creates any of the conditions listed above in paragraph XI.1.**
- 4 It is prohibited to play a musical instrument, household appliance, electronic sound emitting device, operate a television set, a CD, tape or record player, radio, etc., between the hours of 11:00 p.m. and 8:00 a.m., at such a level that it can be heard inside another unit or in common areas.
- 5 No one shall conduct vocal or instrumental practice nor give vocal or instrumental instruction at any time so that it shall disturb or annoy other occupants of the building.
- 6 No one shall permit either front or kitchen door to remain open except for the purpose of entrance or exit. The keeping of doors open into the common areas is strictly prohibited.
- 7 Every kitchen is provided with a range hood exhaust fan. This fan shall be turned on when the range is in use in order to prevent the spread of cooking odors into the common areas.
- 8 Feeding of birds or any other animals is not permitted on Opal Towers property.
- 9 **Hours of work in condos are 8:30 a.m. – 4:30 p.m. weekdays only.** No work by outside contractors outside of these time periods is permitted including the major holidays of Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's Day.
- 10 **Contractors must be off of the property by 4:30 pm Monday through Friday.**

- 11 Elevators are padded on weekdays from 8:30 am to 4:30 pm. Padding on Saturday must be arranged and paid for, in advance to the manager, and will only be done from 9:00 am to 3:00 pm. No furniture, building supplies, or materials may be brought in the building outside the hours of work. Owner is responsible to notify contractors of our access rules.
- 12 Work done by the condo owners themselves (if any noise is generated) is limited to the hours between 8:30 a.m. and 9:00 pm. No work that generates noise is allowed on Sundays and the major holidays of Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's Day.

## **XII. PETS**

- 1 No pets are permitted in the buildings, on the grounds or on the beach at any time by owners, lessees, or their guests.

## **XIII. DELIVERIES AND REMOVALS**

- 1 The use of elevators for the shipment and receipt of items or materials that require padding of the elevators and protection of the elevator floors shall be permitted only between the hours of 8:30 a.m. and 4:30 p.m. – Monday through Friday, and, in case of emergency, with prior approval (see next paragraph!), between 9:00 a.m. and 3:00 p.m. on Saturday.
- 2 Prior consent of the Property Manager shall be necessary at other times, will be granted only in emergencies with 24 hour notification, and only if the elevators can be properly protected. A fee for this service is applicable.
- 3 The unit owner or lessee shall be responsible for any damage to elevators, floors, walls or furniture of the Condominium Association.
- 4 There are deposits required for deliveries, construction work, move-ins and move-outs. The deposit must be received by the office before the delivery or work can begin. This security deposit is refunded after the completion of the work or delivery provided no damage to common elements or limited common elements occurred.

## **XIV. LUGGAGE RACKS AND SHOPPING CARTS.**

- 1 Luggage racks and shopping carts are provided for the use of owners, lessees and guests. They shall not be used by delivery personnel, trades or any other outside agent.
- 2 Racks and carts shall be returned to their basement location without undue delay (**in less than 20 minutes**). Leaving racks or carts in elevators or corridors is prohibited.
- 3 No one is permitted to load or unload these racks through the front entrance doors. Racks are not permitted in the lobby and must be loaded or unloaded through side entry doors located near the elevators in the North and South Towers.

- 4 Due to damage to the lobby floor caused by wheeled luggage, all wheeled luggage shall be brought in and out through the side entry doors next to the elevators.

## **XV. KEYS AND LOCKS**

- 1 Owners shall provide the Association with a key to each condo lock. In the absence of keys, forced entry may be required during an emergency at the owner's expense. Prior to gaining access to a condo in an emergency situation, even when keys are provided, the Association shall make a reasonable effort to contact the owner, the lessee, or the contact person; such attempts shall be documented by the Association. Only bonded personnel and/or members of the Board shall have access to condo units.
- 2 The Association shall have no authority to enter a condo in non-emergency situations without the permission of the owner, lessee, or contact person. In the case of maintenance, repair, replacement of common elements, or of any portion of a condo for which the Association is legally responsible, the Association shall make every effort to notify the owner, lessee, or contact person except in an emergency, before entry is made into a condo; notification attempts shall be documented by the Association (See also: Pest Control).
- 3 Any form of key used to gain access to a condo unit during emergency and non-emergency situations shall be documented by the Association Security, Association Staff, or individual using said key. The owner, lessee, or contact person shall be informed by the Association of any key use.
- 4 Any owner (or lessee) who wishes to provide outsiders' entrance to their unit must provide an extra key to Security. The coded emergency keys will not be given to anyone except for Board members and employees.

## **XVI. PEST CONTROL**

- 1 Every condo shall be sprayed by the pest control firm employed by the Association [per schedule as contracted](#). Any exception shall be by approval of the Board for medical reasons only.
- 2 The date of each visit by the pest control firm is posted in the Association office in advance. The pest control personnel are accompanied by an employee of the Association. Should no one be present inside the apartment at the time of such visit, an entry will be made without further notification.

## **XVII. CABLE AND ANTENNA SYSTEM**

- 1 Cable TV service is included in the maintenance fee; additional cable service may be purchased at the owner's expense.
- 2 Satellite dishes or any antenna devices should not be attached to the exterior of the building and should remain below the side wall plane of the balcony.

## **XVIII. REFUSE**

- 1 In order to prevent costly repairs and equipment break-downs, the following instructions must be followed when disposing of trash:
  - All material must be placed in plastic bags with a capacity no larger than 13 gallons (2'x2 ½'). Bags must be secured with wire, plastic, or string ties before they are placed in the refuse chutes.
  - All other disposable items such as packing cases, rugs, lumber and metal (other than food and beverage containers) must be placed in the dumpsters located near the entrance and exit gates in the underground garage, not into trash chutes.
  - No trash should be left in the trash chute room. If it won't fit in the trash chute, take it down to the dumpsters. All hazardous materials, i.e. paint cans, tube style light bulbs, etc. should be left next to the dumpsters, and not thrown down the trash chutes.
- 2 Contractors shall not use the refuse chutes or basement dumpsters; they must remove all refuse from the building.
- 3 Disposal of construction materials removed by owners, and items such as furniture, small appliances, lamps and rugs are the responsibility of the unit owners. The trash collectors do not routinely remove such items. Special arrangement may be made with maintenance for the removal of such items. Some fees may be involved. After such agreement with maintenance, these items must be placed near the dumpsters in the underground garage in an orderly manner.
- 4 Owners who fail to comply with the directions for use of the building disposal chutes will be liable for the cost of any repairs.

## **XIX. ASSOCIATION AND OWNERS' EMPLOYEES**

- 1 All instructions to the Maintenance Department staff are to be given by the Manager in charge, or in his/her absence, by the President, Vice President or a Director if designated by the President.

- 2 All instructions to the Security Department staff are to be given by the Manager in charge, or in his/her absence, by the President, Vice President or a Director designated by the President.
- 3 If an owner or lessee seeks to employ a member of the staff, such employment must be on the staff member's personal time and the staff member shall be considered a private contractor. No staff member may work for an owner or lessee during Association work hours. Owners or lessees may leave written requests in the Association office for a response after Association working hours. Employees working as independent contractors are not covered by any Association insurance policies.
- 4 Since all owners share the cost of staff salaries, employees performing personal services for individual owners during their normal work schedule are subject to termination.
- 5 The Association employees are compensated adequately, and no gratuities are required for Association work. This is not to preclude appropriate remembrances at holidays or other special occasions.
- 6 Employees of unit owners (or lessees) are the responsibility of the unit owners for whom they work. All such employees, including individual personal service providers (cleaning personnel, nurses, personal companions of elderly, etc.) or businesses, providing construction, repair, shipping or any other services must obey the rules of the Association. Individual unit owners are legally and financially responsible for all damages and violations caused by their employees or business contractors. All required deposits must be made prior to work commencing.
- 7 County and local regulations require the use of licensed contractors for certain types of work, and in many instances work permits have to be obtained prior to the start of such work. Although these are not within the responsibility of the Association for work to be done inside individual units, the Board of Directors recommend that unit owners check and follow the applicable regulations.
- 8 Association and owners' employees, agents, etc. are not allowed to use the recreational facilities of the Association. Care-givers may use the facility as needed to do their job.
- 9 When a unit owner replaces the air conditioning system, the total capacity of the system cannot be larger than the capacity of the air conditioner originally installed when the building was built. There is no requirement to remove larger air conditioners that were installed before this rule was posted: however, when these larger air conditioners will be replaced, the new units must confirm to the size limitation. Any AC replacement must be reported to the office at the time the deposit is made for deliveries or contractor work.

## XX. LEASE OR SALE OF CONDOMINIUM UNIT

### A General

- 1 The sale or transfer of ownership of a condo unit requires the prior consent of the Board of Directors. A processing fee is required.
- 2 All new leases require the prior consent of the Board of Directors. A processing fee is required.
- 3 Prospective lessees and purchasers must be interviewed by 2 members of the Board of Directors prior to leasing or purchasing.
- 4 Interviews for a sale or lease will be held by appointment.
- 5 Board decisions concerning sales and leases are made at the regularly scheduled Association Board meetings.
- 6 Occupying a condo unit prior to Board consent is prohibited.
- 7 New owners cannot lease their condos during the first year of ownership.
- 8 During the first year, no overnight guests are permitted unless the owner is in residence.
- 9 A condo unit may be leased for not less than three months, not more than twelve months, and have at least a six month dormancy period between leases. The only exception that a full 1 year lease can start anytime upon lessee's approval of the Board, without any dormancy period. If a 1 year lease is terminated early, the unit can not be rented again until the end of that approved lease period, with the above requirements met. If an owner has a rental parking spot, this spot must be returned to the Association, if a unit is rented out for more than 6 months.
- 10 When a unit is sold, the rented parking space will be returned to the Association.
- 11 If a lease is to be renewed, the Board of Directors must be provided with a copy of the new lease at least a month in advance. There will be no processing fee charged for the renewal, however a board review and approval is required.
- 12 When a unit is leased, the tenant receives all of the use rights in the association property and common elements otherwise available to unit owners (except as stated in paragraph XX.A.9) unless the rights of use are waived in writing by the tenant. The owner of the unit retains access rights to the unit as the landlord, but shall not have rights to use the common elements or association property except as a guest. Per Florida Statutes 718.106 (4).

### B Submission of Application for Sale or Lease

- 1 Requests for consent of lease or sale must be submitted on forms provided by the Association and must be delivered at least 30 days prior to date of interview.

- 2 The following shall be presented to the Association for sale or lease:
  - Application questionnaire.
  - Two letters of recommendation.
  - Copy of sale or lease agreement signed by owner and lessee or buyer.
  - The timely providing of the necessary documentation is the buyer's responsibility.
- 3 An investigation and administration fee shall be charged to an applicant upon submission of application for lease or sale. This fee is not refundable whether or not the transaction is consummated by the principals or denied by the Board of Directors.
- 4 An owner leasing a condo shall deposit \$2,000 with the Association. This deposit will be refunded to the owner at the termination of the lease, less any charges for damages to Association property by the lessee.
- 5 There will be no processing fee charged for a one year uninterrupted lease renewal, however a Board review and approval is required.

### **C Parking**

- 1 When a condo unit is sold, the parking space belonging to the unit will be the parking space of the new owner. If seller rented a parking space at the time of the sale, the rented parking space will return to the Association. If the rental fee was prepaid, the unused portion of the rental will be refunded on a pro-rata basis. The new owner may request the rented space; however, if there is a waiting list for rental places, the new owner will have to wait until a space becomes available. The same policy applies to rented lockers as well.
- 2 An owner leasing a condo shall make available to the lessee the parking space assigned to the owner.

### **D Real Estate Personnel**

- 1 Special rules are promulgated for Real Estate personnel and copies may be obtained from the office.
- 2 Showings are limited to a maximum of five persons present at a showing.
- 3 Showings will be conducted between the hours of 9:00 a.m. to 7:00 p.m.
- 4 "Open House" showing of condo units is prohibited.
- 5 Unit owners must provide a key to the apartment to the listing agent or to security, if an apartment is for sale or lease. The coded emergency keys will not be given to the realtors.

## **XXI. RULES AND PROCEDURES FOR DAMAGE CAUSING LEAKS**

1. When a leak is reported, one of the maintenance personnel will be sent to the unit that appears to be leaking into another unit.
2. They will immediately stop the leak by turning off the main water valve.
3. They will then go to the unit or units that have been leaked into, and with the help of the resident (if available) determine the extent of the damage to the drywall / wallboard / green board, etc.
4. The unit owner that is leaking into the other units will then be given 48 hours to arrange having the problem resolved.
5. If the problem is not resolved within 48 hours, the Opal Towers maintenance personnel may be sent to fix the problem and the unit owner will be billed back on a time and material basis.
6. In the units that were leaked into, Opal towers maintenance personnel may cut out and replace any damaged drywall / wallboard / green board etc. at the owner's request. They will NOT repaint or repaper etc. That will remain the responsibility of the unit owner.
7. The unit owner that caused the leak may be billed back for time and material, for damages done to the common area.

### **LEGAL NOTE ON CONDO UNIT INSURANCE**

Per Florida Statute 718.111 (11), effective 1-1-2009, the association shall require each unit owner provide evidence of a current effective hazard insurance policy. If the unit owner fails to comply, the Association may purchase a policy of insurance on behalf of the unit owner, and collect the cost thereof from the unit owner. The policy must include a \$2,000 loss assessment provision and a provision stating that the coverage does not provide a right of subrogation against the association.