

IMPERIAL POINT COLONNADES CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

INTRODUCTION

The Board of Directors has compiled these “Rules and Regulations” as a supplement to, but not a substitute for, the Declaration of Condominium, By-Laws, and the Articles of Incorporation for Imperial Point Colonnades Condominium Association, Inc.

These Rules and Regulations are designed to help make living together a pleasant and comfortable experience for all residents. ***These Rules and Regulations apply not only to Unit Owners, but to Resident-Lessees, guests, family members, and invitees.***

Unit Owners are responsible for the actions of their guests, Resident-Lessees and invitees. Any unit owner found in violation of any of the Rules and Regulations contained herein, or contained in the Declaration of Condominium may be subject to a fine, and/or other legal action, as may be deemed necessary by the Board of Directors.

This edition of the Rules and Regulations shall supersede all previously distributed editions. These Rules and Regulations may be amended at any time at the discretion of the Board of Directors.

NOTE: For the purpose of these Rules & Regulations an ADULT is defined as 21 years or older.

NOTE TO GUESTS:

**If you are the guest of an owner, then you are the guest
of every owner in this complex.**

**All of the facilities available for your enjoyment are made possible,
financially and otherwise, by all owners.**

**To protect our investment, we have established these Rules & Regulations
which all of us must follow.**

So, we ask you to abide by them.

**This will ensure that the privileges of our facility
will not be denied to you.**

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A. GENERAL CONDITIONS:

1. **USE OF RESIDENCE:** No Unit shall be used for any purpose other than as a private residence. Commercial uses are strictly prohibited. No Unit Owner, or any agent of a Unit Owner, may display any sign in any unit windows, on vehicles - or in its windows, or on the common elements or limited common elements.
2. **RESIDENCY RESTRICTIONS:**
 - a. Units / apartments are for **personal family use only**.
 - b. Owners **shall not rent their unit for a period of two (2) years** from the date of purchase.
 - c. No arrangements may be made for guests or visitors **unless the apartment owner is in residence**, during the first 2 years of ownership.
 - d. For the first 2 years of ownership, the only person or persons permitted to live in the unit are those **listed on the original deed**.
 - e. For Lessees, the only person or persons permitted to live in the unit are those **listed on the original lease**.
3. **OCCUPANCY LIMITS:** 1 bedroom units = maximum occupancy 2 persons; 2 bedroom units = maximum occupancy 4 persons.
4. **APPLICATION APPROVAL:** The Board of Directors has the right to accept or decline any application for ownership or lease. **ALL lease renewals MUST be submitted no less than 60 days prior to expiration of the existing lease. Failure to comply may result in denial of the renewal.**
5. **SCREENING:** All prospective Unit Owners and Resident-Lessees are subject to a screening process by the Board of Directors to obtain residency approval. The cost for the screening process is currently \$100, and is subject to change at any time. This fee **MUST** be paid at the time the initial Application is submitted.
 - (a) Screenings are held on the 1st Tuesday and the 3rd Thursday of each month.
 - (b) Existing Owners that wish to purchase another unit **ARE** subject to re-screening, and the \$100 fee will be assessed.
6. **“LOCK OUTS”:** In the event that a Unit Owner or Resident-Lessee is locked out of the unit, the use of the “Association key” is available **ONLY** during regular office hours. **NO EXCEPTIONS.**
7. **AFTER HOURS ASSISTANCE:** Should any Unit Owner or Resident Lessee require after-hours assistance by Association Maintenance Personnel, such assistance will be charged to the Unit Owner or Resident Lessee based on 1.5 times the employee’s rate of pay.

8. **GENERAL ACCESS KEY:** Each Unit has been provided keys for access to the Pool Deck, and other recreational buildings (1 BR units = 2 keys / 2 BR units = 3 keys). Additional keys may be purchased at the Association Office for a fee of \$100.
9. **GUESTS:** For the safety and security of all Residents, Owners **MUST** advise the Association Office in writing (prior to Guest arrival) when guests are occupying their unit. No Parking Permit will be issued to any Guest not properly "Pre-Registered" by the Unit Owner.
10. **GUESTS:** Any Guest residing for a total of 30 days within any 90-day period will be considered a "Resident" and will therefore be subject to screening.
11. **CHILDREN** (defined as 16 years or younger): All children **MUST** be supervised and accompanied by an adult (21 years or older) at all times while on the Condominium Property. Parents are responsible for ensuring that their children comply with the Rules and Regulations.
12. **SOLICITATION:** Solicitation of any kind is strictly prohibited at anytime, anywhere on property.
13. **PETS:** No animals, including (but not limited to) dogs, cats, birds, reptiles, etc. may be harbored within units or brought onto common elements.
14. **NOISE LIMITATIONS:** All Unit Owners, Resident-Lessees and Guests shall exercise extreme care so as not to disturb the peaceable enjoyment of other residents. Such disturbances may include, but are not limited to, loud noises or voices, slamming doors, unreasonable use of radios, televisions, musical instruments, telephones, amplifiers - or other similar devices, dragging or riding of toys, sliding chairs or hard soled shoes across tile flooring or, any repetitive noise(s).
15. **KEYLESS ENTRY:** For vehicles with "keyless entry" systems (a.k.a., "clickers"), it is requested that the audible notice (beeping horn) be silenced. Please refer to your vehicle owner's manual for instructions. **NOTE:** This DOES NOT mean that the security system is to be disabled, ONLY the audible notice of activation / de-activation.
16. **WORK HOURS FOR REPAIRS & INSTALLATIONS:** Any and all repairs, maintenance and/or installations within the unit (including the patio areas) shall take place ONLY between 8:00am - 6:00pm Monday through Saturday. **Any and all work on Sundays and holidays is expressly prohibited.** Holidays include Christmas Day, New Year's Day, Memorial Day, Labor Day, and Thanksgiving Day. (For clarification, please contact the Association Office prior to engaging in such work.)
17. **CONTRACTORS:** Anyone that performs work within a unit **MUST** be licensed by the State of Florida and insured. In addition, **all contractors must submit a copy of said license and a copy of a current insurance certificate to the Association prior to the commencement of any work** on the premises. ***Roof access is permitted during regular Association business hours only, with the prior consent of the Board. NO roof access will be granted to any Unit Owner - ONLY licensed and insured contractors. NOTE: All roof / AC work must be completed by 4pm.***

18. **REPAIRS & INSTALLATIONS:** All repairs and installations **must be conducted *entirely within the unit***. “Prep” work, such as, but not limited to, sanding, sawing, drilling, and tile cutting may NOT be conducted in the hallways, on/in parking areas, or other common areas. In addition, patio areas MAY NOT be utilized as a “work area” to avoid disturbing other residents. The Unit Owner is responsible to ensure that no construction or demolition debris be placed in the hallways, driveways, parking areas or other common areas (including in or outside of the Trash Rooms) at any time. The Unit Owner is responsible for debris to be removed from the property ***ENTIRELY and IMMEDIATELY***. Debris may NOT be disposed of in the building trash room.
19. **POSTING OF NOTICES:** No flyers and/or advertisements may be left on unit doors, except for Association communications and legal notices. Any and all notices posted on the lobby bulletin boards must be approved by the Board of Directors prior to posting of such notice.
**** No Realtor or homemade “Open House” signs may be placed anywhere on property.**
20. **“GARAGE SALE”** signs and/or activities are not permitted on Association property unless expressly sanctioned by the Board of Directors.
21. **EMERGENCY ACCESS TO UNITS:** Each Unit Owner and Resident-Lessee must provide the Association a key to access their unit. The keys will be maintained in the custody of Management, will be coded to prevent identification by unauthorized persons and secured by the Association and Management in a locked box.
- a. The Association (and its Board, Agents, or Management), shall have the right to enter any unit as deemed necessary by the Board of Directors for the maintenance and repair of the common elements and in the event of an emergency, with or without notice to the Resident.
 - b. Should any Unit Owner fail to supply a key and access to a unit is warranted, the Association (and its Board, Agents, or Management) shall have the right to remove and/or destroy the unit door and/or unit door lock(s), by any means necessary to gain access to the unit.
 - c. The Unit Owner shall be solely responsible for the repair or replacement of the door and/or lock(s) and all associated costs.
22. **PROPER ATTIRE:** Shirts and shoes must be worn at all times on the Condominium property, except while **ON** the pool deck.
23. **SUN BATHING** is only permitted in the Pool / Cabana area.
24. **RECREATIONAL ACTIVITIES:** Recreational activities such as, but not limited to, ball playing, bicycling, skateboarding, roller-blading, etc. are not permitted on or in hallways, garden areas, parking lot areas, or other common areas at any time.
25. **MOTORIZED RECREATIONAL VEHICLES** (including, but not limited to motorcycles, scooters, motor-bikes, dune-buggies, etc.): Such vehicles are NOT permitted on Condominium property at any time.

26. **LEASES:** Only one (1) lease contract is permitted per 12 month period. A unit cannot be leased for less than three (3) months or more than twelve (12) months per lease agreement.
27. **MOVE-IN AND MOVE-OUT POLICIES:** The Association office shall be provided a minimum of 72 hours written notice of any move-in or move-out. Move-ins or move-outs are only permitted between the hours of **8:00 A.M. and 6:00 P.M.** Monday through Saturday. **Sundays and holidays are excluded (please check with the Association Office for details).**
- a. Movers must register at the office in advance of moving day, and provide proof of insurance.
 - b. **NO ONE** is permitted to move in prior to the completion of the screening process and signed approval by the Board of Directors.
 - c. A **“Moving Security Deposit”** of \$250 will be charged for each move. Upon completion of the move in or out, the Association Office will make an inspection of the Common Area elements for any damages to carpeting, walls, doors, etc. Should no damages be found, full refund will be made. Any damages will be charged against the security deposit, and any remaining funds will be returned.

B. APARTMENT / UNIT:

1. **DOORS** to the units ***MUST*** be **kept closed** at all times.
2. **VACANCY:** Unit Owners or Resident-Lesseees planning to leave the unit “unattended” for any extended period are reminded of the following:
 - a. Unit owners must notify the Association Office and are to provide emergency contact information.
 - b. Sink stoppers should be placed in the “closed” position.
 - c. Toilet lids should be left “down”.
 - d. Air conditioning controls should be left **ON** to prevent mold and mildew, and set between 83 - 86°.
 - e. Water should be turned **OFF**.
 - f. Be sure to have someone inspect the unit no less than once per month. During these visits, water should be turned on (temporarily) to flush water through all pipes, i.e., sinks and toilets.
3. **WINDOWS / WINDOW TREATMENTS:** No aluminum foil or reflective tint is to be used on windows or patio doors, unless specifically approved by the Board of Directors. Curtains / drapes (or linings thereof) are subject to Board approval. Failure to maintain such items may result in demand for removal. NO signs, banners, etc. may be placed in the windows at any time.
4. **PATIO AREAS:**
 - a. Small lawn or patio furniture, in good condition and of reasonable size, and well-tended plants may be placed on the patio/balcony.
 - b. All patios must be painted to the approved shade of White. For details on the required color, please contact the Association Office.
 - c. Patios may NOT be used as a storage area.
 - d. Patios may NOT be used to hang laundry items.
 - e. Barbeques and open flames are strictly prohibited. Candles must be in tempered glass containers for safety purposes.
 - f. It is prohibited to cause or permit any water or liquid to drip from or run off of any patio (for example, hosing off the patio or over-watering of plants that may result in excess water spilling over the balcony, etc.)
 - g. Repairs to patios (i.e., screens and panels) may be ordered by the Association, if the patios are found to be in disrepair and/or clearly unsightly. Any costs for these repairs are the sole expense of the unit owner.
 - h. **ALTERATIONS:** Any alterations to the patio ***MUST*** be approved by the Association, and will require a permit issued by the City of Fort Lauderdale.

C. COMMON AREA ELEMENTS:

1. **OBSTRUCTIONS:** (a) Sidewalks, entrance lobbies, hallways, under stairways, and other such Common Areas, must remain unobstructed at all times. This includes, but is not limited to placement of carts, bicycles, carriages/strollers, rugs, doormats, plants or planters, baskets, wreaths, shoes, etc. in and around common areas. (b) No obstructions are to be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the exterior of any building (except those approved / authorized by the Board of Directors). Such obstructions are defined as, but not limited to, satellite dishes, flags, banners, signs, advertisements or notices. Any such items found obstructing these areas, will be removed and disposed of at the discretion of the Association. The Association shall be held harmless for any damages and/or losses incurred as a result of disposal of these items.
2. **ATTACHMENTS:** No Unit Owner or Resident-Lessee shall cause anything to be affixed, attached to, hung, displayed or placed on walls, unit doors, balconies / patios or windows of any building, except those expressly approved by the Board of Directors. Certain holiday decorations may be displayed, but may not extend outside of the doorframe.
3. **RESPONSIBILITY FOR DAMAGES:** Unit Owners will be solely responsible for any damage caused to hallway carpeting or walls or caused by visitors, delivery people, movers, contractors, etc.
4. **MAILBOXES:** Alteration or defacement of the nameplates in the mailboxes is strictly prohibited. If a name change is required, the unit owner must notify the Association Office in writing.
5. **DIRT & DEBRIS:** No Unit Owner or Resident-Lessee shall permit anything to fall or be thrown from a window, patio or building balcony. No Unit Owner or Resident-Lessee shall sweep any dirt or debris into hallways. All Unit Owners and Resident-Lessees are responsible for any dirt / debris or damages to Common Area elements caused by contractors working within their unit.
6. **SMOKING** is *prohibited* in the hallways, building entrances, building balconies, Auditorium, Empire Room, Game Room or other Common Areas. All cigarettes and cigars must be extinguished and placed in proper trash receptacles. **Also, parking lots, driveways / roadways, or garden areas are NOT to be used as an ashtray.**
7. **FOOD and BEVERAGES are NOT permitted in the hallways at any time.**
8. **PLANTS / PLANTING:** No Unit Owner, Resident-Lessee or Guest shall plant or place any flowers or bushes on the Condominium Property. Such items will be removed and disposed of at the discretion of the Board of Directors. The Association shall be held harmless for any damages and/or losses incurred as a result of disposal of these items.
9. **BALCONIES:** No person may access the balconies at the end of the hallways on the second floor at any time. These balconies are for aesthetic purposes only, and are **NOT** to be utilized for **ANY** reason. The balcony doors must remain closed at all times.

D. STORAGE:

1. **ENTRY DOOR:** Access door to the Storage Area **MUST** be kept closed at all times.
2. **STORAGE LOCKER:** Each Unit Owner is assigned a storage locker located on the second floor of each building. Any property located in the storage room, but not secured in a locker, will be removed and disposed of at the discretion of the Association. Unit Owners are responsible for all personal property placed in storage lockers.
3. **HAZARDOUS MATERIALS:** No articles shall be stored, whether in individual units or in storage lockers, that may be toxic, create a fire hazard, be in violation of the public laws and regulations, or increase insurance rates of the building.
4. **BICYCLES:** Bicycles may not be kept, stored or temporarily left unattended on, in or about the common areas of the property. Further, bicycles may not be stored in patio areas. The Association provides limited storage in an enclosed area. This is a “space available / first come, first served” basis. Please contact the Association Office for more details. **NOTE:** any bicycle left unattended will be removed and disposed of at the discretion of the Association.
5. The Association shall not be held responsible for the loss, destruction, theft, or damage to any property stored in the lockers.

E. FIRE ALARM SYSTEM: FIRE DOORS & SMOKE DETECTORS

1. **IN THE EVENT OF AN ALARM: CALL 911, immediately and exit the building.**
2. **FIRE DOORS:** These doors are electro-magnetic and will close automatically should the alarm system be activated. These doors are to remain closed until the Fire Department has reset the alarm system and issued an “All Clear”.
3. **Each Unit is equipped with:**
 - a. Standard residential smoke detectors (see examples shown) and are connected to 110 vac power inside each apartment. They are **NOT** connected to the building fire alarm system.

Your unit is equipped with one of the following models.



- b. This “in-unit” smoke detector also has a standard 9v battery inside the detector to provide back-up power should the building power go out. This battery should be replaced by the unit owner once a year. Should the battery need replacing, the smoke detector will “chirp”. This indicates that the battery is low and needs immediate replacement.
- c. This “in-unit” smoke detector is also equipped with a “sounder” (horn). Should smoke be detected in the unit, **the horn will sound ONLY IN THE UNIT**. It will NOT activate the building fire alarm. It will NOT notify the fire department.
- d. This “in-unit” smoke detector will automatically silence once it no longer senses smoke. **DO NOT** remove the smoke detector from its location or alter it in any way.
- e. **ALL** units have **hard-wired** sirens. These sirens will sound if the building sensors are activated by sensing smoke in the hallways, lobby, laundry room, storage room or trash room.



There are no batteries in this unit.

Please do not remove or tamper with this device. If you do, the Fire Alarm Company will trace the problem to your unit and you will be billed for the repair.

4. **Each building is equipped with:**

- a. A fire alarm control panel located in the lobby. The panel will display the location of the trouble.
- b. Smoke detectors in the hallways, lobby, laundry room, storage room and trash room. These smoke detectors are connected to the fire alarm system. Should one of these detectors sense smoke, it will activate the **ENTIRE** building fire alarm system.
- c. Emergency “pull stations” located on each floor at each of the exits. Pull stations are manually activated devices. Should you notice smoke or a fire, pulling down the handle will activate the entire building alarm system.
- d. Horns and strobes (flashing lights) in the hallways.

NOTE: Excessive use of deodorizers, perfume, hairspray, pesticides, bathroom steam, other intense odors, paint fumes, dust or debris may cause the detectors to activate.

5. **FALSE ALARMS:** All alarms, whether by accident or design, will result in a charge to the Unit Owner for (1) assessment charged by the City of a minimum of \$100 per occurrence; (2) applicable administrative costs of a minimum of \$25; and, (3) late penalties and interest as may be required.

REMEMBER: Don't assume, call 911 and immediately exit the building.

**TAMPERING WITH ANY PORTION OF THE FIRE ALARM SYSTEM
(IN UNIT OR OUT) IS A CRIMINAL OFFENSE.**

See Florida Statute: **806.10 Preventing or obstructing extinguishment of fire**

1. Any person who willfully and maliciously injures, destroys, removes or in any manner interferes with the uses of, any vehicles, tools, equipment, water supplies, hydrants, towers, buildings, communication facilities, or other instruments or facilities used in the detection, reporting, suppression, or extinguishment of fire shall be guilty of a felony of the third degree, punishable as provided in s775.082, s.775083 or s775.084.

2. Any person, who willfully or unreasonably interferes with, hinders or assaults or attempts to interfere with or hinder, any firefighter in the performance of his or her duty shall be guilty of a felony of the third degree, punishable as provided in s775.082, s.775083, or s.775.084. (chgd., by L.1197 ch, 102(1229), eff, 7/19/97).

F. VEHICLE ACCEPTANCE:

1. **ONE CAR:** This *IS*, and has always been, a one (1) car community. Each unit shall be assigned one (1) parking space. Any Unit Owner with more than one (1) vehicle must make permanent, alternate parking arrangements. Leasing or “borrowing” of parking spaces from other unit owners must be approved by the Association, and the vehicle will be issued a “Parking with Permission” permit to be clearly displayed in the rear window.
2. **VEHICLE SPECIFICATIONS:** No vehicle exceeding 73” in height; 80” in width (w/mirrors extended); and 220” in length (including trailer hitch, if applicable) in overall dimensions may be parked in unit owner’s spaces, or guest parking spaces and no parking decal will be issued for such vehicles. ***NO dune buggies or other off-road vehicle types.***
3. **TRUCK BEDS** must remain empty, or must have a hard or soft “fitted” cover - camper tops; canvas or tarpaulin covers are not permitted. In addition, trucks may not have visible toolboxes / tool chests, affixed or otherwise. Vehicles without side **AND** rear windows are unacceptable.

NOTE: *certain provisions have been made for vehicles properly registered with the Association Office PRIOR to the issuance of the October, 2007 edition of the Rules & Regulations. A new purchase shall nullify said provision.*

4. **LIMOUSINES** may not be parked on Association property at any time. Such vehicles are permitted to pick up or drop off passengers only, via the main roadways only, and are NOT permitted in the parking lot areas.
5. **SIGNAGE / ARTWORK:** No signs (including “For Sale”), printing, artwork or graphic “vehicle wraps” of any kind are permitted.
6. **NOISE LEVELS:** Vehicles with damaged, defective or ENHANCED muffler systems are strictly prohibited.
7. **COMMERCIAL VEHICLES:** Any vehicle bearing or displaying any sign or markings, which advertise or identify any business or commercial entity are strictly prohibited. Vehicles belonging to workers or vendors doing work for or business with the Condominium Association or any Unit Owner or Resident-Lessee are excluded. However, such vehicles must follow guest parking rules and may only be on property between 8:00 a.m. and 6:00 p.m.
8. **TWO WHEELED VEHICLES:** i.e., motorcycles, mopeds or scooters, etc., are **NOT** permitted on Condominium Property **at any time.** ***This includes guests and visitors.***
9. **VEHICLE CONDITION:** No inoperable vehicle may be parked on the Condominium property. Any vehicle deemed “inoperable” will be towed without warning and at the sole expense of the vehicle owner.

G. SPEED LIMIT:

For the safety of all residents and guests, the community speed limit is **10 miles per hour**, and will be **strictly enforced**.

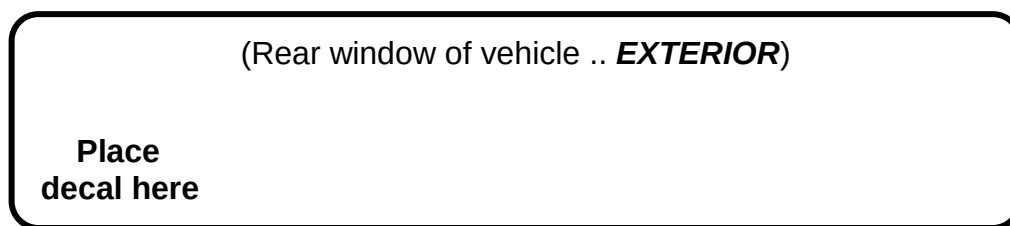
H. PARKING - Unit Owners in Residence:

1. **PARKING DECALS:** All Unit Owners and Resident Lessees will be issued a decal numbered by parking stop number. **DECAL MUST BE PERMANENTLY AFFIXED TO THE VEHICLE**. The parking decal must be placed on the lower left corner of the rear window (exterior). Failure to properly display the parking decal may result in the vehicle being towed without warning and at the sole expense of the vehicle owner. Lessees will be issued a “dated” parking decal coinciding with the dates of their lease. (Alteration of any parking permit or decal will be considered grounds for immediate towing without warning.)

NOTE: The Board of Directors reserves the right to recall any parking decal, if it is determined that the vehicle **DOES NOT** comply with the Vehicle Specifications listed above.

Parking decals will be issued **ANNUALLY** (expiration varies by stop number), upon presentation of a completed “Contact Information Sheet” and a current copy of the vehicle registration to be maintained on file at the Association Office. Decals are **NOT** transferable to any other vehicle. “Switching” and/or tampering with decals subjects the Unit Owner to possible revocation of the decal and fines.

Proper location to affix parking decals.



NOTE: Placing the decal on the bumper or any other painted surface of the vehicle may cause permanent damage. **THE ASSOCIATION SHALL BE HELD HARMLESS FOR ANY SUCH DAMAGES.**

2. Unit Owners and Resident-Lessees may only park in their assigned parking space.
3. Any Unit Owner or Resident-Lessee vehicle found utilizing a “Guest Space” for overnight parking will be towed **WITHOUT WARNING**.
4. **HEAD IN** parking only. *(Please remember, that you may be pumping exhaust fumes into someone’s home.)* Unit Owners & Resident-Lessees are responsible to convey this information to their guests and/or vendors.

I. PARKING - Other:

1. **GUEST PARKING:** Guest parking is permitted only in spaces specifically labeled for such use. Guest vehicles **MUST** adhere to the Vehicle Acceptance limitations and description listed above.

NOTE: Certain spaces accommodate “compact cars only” - **vehicles may NOT extend into or impede the roadway in any way.**
2. **GUEST PARKING:** Vehicles must prominently display an official “Guest Parking Permit” for overnight parking in the rear window. Said permits may be obtained at the Association Office during regular office hours. **“Modifying or changing”** an officially issued permit will result in towing the vehicle without warning, and the immediate revocation of the permit.
3. **NOTE:** Should an Owner have guests during their absence, please contact the Association Office **IN ADVANCE**. No parking permit will be issued without prior notice.
4. **GUEST PARKING** is for Guests only.
5. **DOUBLE PARKING** is not permitted at any time.
6. **No Guest Parking permit will be issued for the same vehicle for a total of more than 29 days in any 90 day period.** Guests residing more than a total of 30 days shall be considered a “Resident” and therefore will be subject to screening.
7. **UNAUTHORIZED OVERNIGHT PARKING:** Vehicles parked at Imperial Point Colonnades Condominium between the hours of 1:00 a.m. and 8:00 a.m. that do not display the proper parking permit will be towed without warning, at the expense of the vehicle’s owner.
8. **PARKING IN THE CIRCLE AREAS** in front of the buildings is limited to 15 minutes. No overnight parking is permitted in the circle area in front of any building. No vehicle may block or obstruct the circle areas in front of the building(s) at any time. **NO PARKING AT ANY TIME DIRECTLY IN FRONT OF THE MAIN DOORS.**
9. **VENDOR PARKING:** Vendors / Contractors may only park in Guest Parking spaces.
10. **REPAIRS:** A vehicle may not be repaired or serviced anywhere on the Condominium property at any time.
11. **CAR WASH / DETAILING:** Vehicles may be washed in the designated area only. Car washing is limited to Unit Owners & Resident-Lessee only. A “low flow” water control nozzle **MUST** be used on hoses. Parking for this use is strictly temporary. Car washing is **NOT** permitted in regular parking areas. **NOTE:** Car Wash facilities will be locked off based on water restrictions imposed by South Florida Water Management.
12. **TOWING EXPENSES:** Any vehicle towed resulting from a violation of the above will be at the owner’s expense. The Association shall be held harmless for any damages.

13. **VEHICLE COVERS:** Any vehicle that is covered must be parked in its assigned space only. Vehicle covers **MUST** be contoured / tailored so as to reasonably fit the vehicle and **MUST** be maintained in good condition. Any cover that is determined to be unsightly will be removed at the discretion of the Association.
14. **DAMAGES TO PARKING AREAS:** Unit Owners will be responsible for all damage incurred due to oil spills, hitting guard rails / parking lot retaining walls, buildings, fences or light posts, etc.

J. LAUNDRY FACILITIES:

1. **HOURS OF USE:** Facility hours are: 8:30am to 9:00pm Monday through Saturday; and, 12noon - 6:00pm Sundays. **EXCEPTION:** Christmas Day, New Year's Day, Easter Sunday, Memorial Day, 4TH of July, Labor Day, and Thanksgiving the facilities are **CLOSED**.

**NOTE: USE OF ALL MACHINES MUST CEASE ON OR BEFORE
THE POSTED CLOSING TIMES.
THE LAUNDRY ROOM DOOR IS TO REMAIN CLOSED AT ALL TIMES.**

**No one under the age of 18 is permitted to operate
the laundry equipment.**

2. **SMART CARD:** Laundry machines require "Smart Cards". Each Unit Owner has been issued one (1) card. A "Value Adder" machine is located inside the pool area. The machine accepts \$5, \$10 or \$20's. The laundry machines will deduct the applicable costs for the washer and dryer. Additional cards / replacement cards are also available for purchase from the "Value Adder" machine.
3. **COURTESIES:**
 - a. Laundry facilities are available for use on a "**first come, first served**" basis.
 - b. **NO TINTS OR DYES** are to be used in the machines. **No foam pillows!!!**
 - c. Front load washers use significantly less detergent than standard top loaders. Be sure to read the instructions. A low suds detergent is highly recommended.
 - d. **UTILITY SINKS:** Are **NOT** to be used for hand-washing personal laundry; and, are **NOT** to be used for cleaning of tools, paint brushes, rollers, cans, trays, etc.; or any other work/construction materials.
 - e. All laundry must be removed promptly.
 - f. Machines are to be kept clean at all times; users are responsible to **clean dryer lint traps after each use.**
 - g. Empty laundry detergent containers and dryer sheet boxes are **NOT** to be disposed of in the laundry rooms.
4. **RUN TIME:** Washers—approximately 25 minutes; Dryers—approximately 60 minutes.
5. **REPAIRS:** Please report defective equipment to the Service Company as soon as possible by calling ... **1-866-789-1010.**

K. TRASH ROOMS:

1. **PROPER DISPOSAL:** (a) All trash and garbage ***MUST*** be placed in securely tied plastic bags and placed in the **containers provided**; and, (b) lids are to be replaced on the containers and secured tightly. ***DO NOT*** leave any trash bags on the floor of the trash room, check all containers for available space.
2. **NEWSPAPERS** are to be neatly stacked in the basket provided.
3. **SMALL CARDBOARD BOXES** are to be broken down, tied securely and placed on the floor **BETWEEN** trashcans. ***Bundle dimension shall NOT exceed 2.5' x 2.5' (30' x 30")***.
4. **EXTERIOR OF TRASH ROOM** is to remain free of debris or obstructions of any kind.
5. **UNACCEPTABLE ITEMS:** No disposal of hazardous waste (paint cans, batteries or items that do not fit in a standard size trash bin).
6. **OVERSIZED ITEMS, APPLIANCES, ETC.** are expressly restricted. The Unit Owner is responsible for the removal of such items from the premises.
7. **OTHER:** No trash or debris is to obstruct access to the containers provided. For health and safety purposes, no trash is to be left on the floor of the trash room or in the area just outside the Trash Room.
8. **NOTE:** Please **empty ALL liquids** from containers ***BEFORE*** placing in the trash.
9. **RECYCLE:** The Association has provided separate trash bins for the purpose of recycling glass, plastic and aluminum. Please place **CLEAN / EMPTY** containers in the bins provided - remove all caps.

L. RECREATIONAL ACTIVITIES / BUILDINGS:

1. POOL USE

NO LIFEGUARD

ALL PERSONS USING THE POOL AREA DO SO AT THEIR OWN RISK.

HOURS: 8:00am – 11:00pm

- a. **SHOWER BEFORE ENTERING THE POOL.** This is required, not an option. This greatly reduces oils and lotions that may cause damage to the pool pumps.
- b. **APPROPRIATE SWIM ATTIRE** is required when using the pool - no jeans, cut-offs, etc. (Street clothes and undergarments are *not* considered appropriate swim attire.)
- c. **CHILDREN, NOT YET “POTTIE” TRAINED, ARE REQUIRED TO WEAR “SWIM” DIAPERS** in order to guarantee the hygiene of the water. **NOTE:** In the case of feces found in the water, pool sanitation professionals will treat such situations and the persons responsible will be held liable for all costs incurred.
- d. **CHILDREN** (under the age of 16) **MUST** be accompanied by an adult while **AT** the pool and cabana area.
- e. **CHILDREN** (under the age of 12) **MUST** be accompanied by an adult while **IN** the pool.
- f. **LAP SWIMMERS and OTHER USERS** are to “make way” for each other. The pool is for the enjoyment of ALL residents.
- g. **SAFETY DON'TS:** **NO** diving; **NO** jumping into the pool; **NO** running, pushing, or other aggressive behavior on the pool deck; **NO** yelling; **NO** consumption of food or beverages **IN** the pool.
- h. **NO TOYS**, swim fins, balls, floats, noodles, etc. are permitted in the pool.
- i. **BICYCLES, SKATEBOARDS, ROLLERBLADES, etc.** are **NOT PERMITTED** within the pool area at any time.
- j. **STORMS:** The pool / cabana area is to be vacated in the event of a storm. Remember to close all umbrellas to prevent damage.
- k. **VISITORS and/or PERSONS NOT IN RESIDENCE** are not permitted access to the recreational facilities (pool and/or activity rooms) unless the Owner or Resident-Lessee is present.

2. POOL DECK & FURNITURE USE

- a. **FOOD AND BEVERAGES** are only permitted on the upper deck area surrounding the cabanas.
- b. **NO GLASS** containers or glassware is permitted at any time.
- c. **SUN BATHERS**, using oils or creams, **MUST** cover chairs or lounges before use; and, wipe chairs clean after use.
- d. **TABLES & UMBRELLAS** are for the use of ALL residents, and are NOT to be “reserved”. Please lower umbrellas when not in use.
- e. **LOUNGES** are available for the use of ALL residents, and are NOT to be “reserved”. Lounges are NOT to be moved from the lower deck areas (or, vice versa); and, are NOT to be removed from the pool area under any circumstances.
- f. **RADIOS** are to be played with the volume adjusted so as not to disturb others.

3. CABANAS

- a. **CABANA RENTAL** is on an annual basis. For availability please contact the Association Office.
- b. **STORAGE:** Cabanas are NOT to be used as storage facilities of any kind. ***The Association reserves the right to periodically inspect the cabana units.***
- c. **COOKING** of any kind is prohibited in cabanas.

4. SAUNA AREA / EXERCISE ROOM ♦ Hours: 8:00 am - 11:00 pm daily

- a. **USE:** Adult supervision is required. ***** 21 years or older *****
- b. Any person(s) using the sauna do so **AT THEIR OWN RISK.**
- c. **PROPER ATTIRE** must be worn at all times.
- d. Towels are to be used to **WIPE EXCESS MOISTURE** from equipment after use.
- e. **CHILDREN** under the age of 16 are prohibited from using the sauna.

5. AUDITORIUM & KITCHEN ♦ Hours: based on function use.

- a. **USE:** Adult supervision is required. ***** 21 years or older *****
- b. **PROPER ATTIRE** is required.
- c. **PRIVATE FUNCTIONS** may be arranged by Unit Owners only. For specific details, please contact the Association Office. **COMMUNITY ACTIVITIES** take priority over any private function.

6. EMPIRE ROOM ♦ Hours: 9:00 am - 11:00 pm daily

- a. **USE:** Adult supervision is required. ***** 21 years or older *****
- b. **PROPER ATTIRE** is required.
- c. **FOOD AND BEVERAGES** are not permitted.
- d. **PRIVATE FUNCTIONS** may be arranged by Unit Owners only. For specific details, please contact the Association Office. **COMMUNITY ACTIVITIES** take priority over any private function.

A SECURITY DEPOSIT OF \$100 IS REQUIRED FOR ALL PRIVATE FUNCTIONS.

All rooms must be left clean and undamaged. Security deposit will be returned upon inspection of the facility by Association Staff.

7. INFORMAL ACTIVITIES ROOM ♦ Hours: 9:00 am - 11:00 pm daily.

- a. **USE:** Adult supervision is required. ***** 21 years or older *****
- b. **PROPER ATTIRE** is required. Shoes must be worn at all times.
- c. **DAMAGES** to gaming tables are the responsibility of the user. **NOTE:** This room is monitored by security cameras.
- d. **FOOD AND BEVERAGES** are not permitted.
- e. **PRIVATE FUNCTIONS:** This room cannot be reserved for organized social activities.

8. SHUFFLEBOARD ♦ Hours: 8:30 am - 10:00 pm daily

- a. **USE:** Adult supervision is required. ***** 21 years or older *****
- b. **EQUIPMENT** is stored in adjacent locker.
- c. **PLEASE**, do not use or walk on the courts with “hard soled” shoes.

**PLEASE REPORT ANY DEFECTIVE OR BROKEN EQUIPMENT
TO THE OFFICE IMMEDIATELY!**

9. BARBEQUE ♦ Hours: 8:30 am - 10:00 pm daily

- a. **USE:** Adult supervision is required. ***** 21 years or older *****
- b. **EQUIPMENT** must be left clean and in good order.
- c. **PLEASE READ INSTRUCTIONS POSTED CAREFULLY.**
- d. Standard safety protocols should be followed.

NOTE: The barbeques are a luxury provided by the Association. While every effort will be made to maintain the fuel tanks, it is **NOT** the responsibility of the Association to “guarantee” this amenity.

M. ARCHITECTURAL CONTROL:

1. DECORATIVE CHANGES:

- a. Any changes to the interior structure of a unit (i.e., changes to doorways, walls, plumbing - washer/dryer units) may require permits and inspections by the City of Fort Lauderdale.
- b. Changes to the exterior of a unit (i.e., entry doors, patio screens & frames, etc.) are not permitted at any time.

NOTE: *Certain provisions have been made for changes made PRIOR to the issuance of this edition of the Rules & Regulations.*

2. **FLOOR TILE & WOOD or LAMINATE FLOORING** must be installed with approved "sound control" underlay. First floor installations **MUST** utilize a minimum of 1/4" underlay, and second floor installations **MUST** utilize a minimum of 1/2" underlay. **Unit owners must submit a sample of the underlay and obtain the Association's approval prior to purchase. Prior to installation, Owners must provide "proof of purchase" of said approved underlay material to be maintained in the Unit file. FAILURE TO COMPLY MAY REQUIRE THE FLOOR BEING REMOVED AND REPLACED PROPERLY AT THE OWNERS EXPENSE.**

3. **WINDOW AIR-CONDITIONING UNITS** are NOT permitted in the units, including patio areas.

4. **HARDWARE:** Unit owners must install and maintain only approved styles of hardware on front and kitchen doors.

5. **HURRICANE SHUTTERS:** Any installation of hurricane shutters must be in accordance with the specifications adopted by the Board of Directors. **BUILDING PERMITS FROM THE CITY OF FT. LAUDERDALE MUST BE OBTAINED AND SUBMITTED TO THE ASSOCIATION *** P R I O R *** TO THE COMMENCEMENT OF INSTALLATION. FAILURE TO COMPLY MAY RESULT IN THE REMOVAL OF THE SHUTTERS AT THE OWNER'S EXPENSE.**

**NOTE: Shutters should only be closed
in the event of an imminent "Hurricane Warning".**

6. **RESPONSIBILITY:** Unit Owners are responsible for all damages to other units and the common areas resulting from the lack of proper maintenance, repairs to their respective units and other accident or incident from within their units.
7. **REPAIRS:** Each Unit Owner or Resident-Lessee shall promptly report to the Association Office any defects that may potentially damage other units and/or common areas.
8. **HALLWAYS** - NO work material or equipment is to be left in the hallways at any time.

9. **CLEAN UP:** Unit Owners & Resident-Lessees are responsible to see that repairmen remove (from the property) all debris resulting from repairs to their apartment units. In addition, Unit Owners & Resident-Lessees are responsible to protect hallway carpeting from dust, debris, dirt, grease, etc. Costs incurred by the Association to clean hallway carpeting will be passed on to the Unit Owner.
10. **DEBRIS REMOVAL:** It is the responsibility of the Unit Owner and/or Resident-Lessee to ensure that all debris (large or small) resulting from work within the unit be removed from the premises ... **NOT PLACED IN THE TRASH ROOM.**

N. MISCELLANEOUS:

1. **METER ROOMS** - Doors to these rooms shall remain locked at all times. Access to these rooms is restricted to Association personnel, FPL, and/or other authorized persons.
2. **SERVICE REQUESTS, SUGGESTIONS AND COMPLAINTS** - All service requests should be communicated to the Association Office by phone, as soon as possible. Any suggestions or complaints should be communicated to the Association Office in writing.
3. **DELIVERIES** - The Manager (or any other staff member) IS NOT permitted to accept any deliveries for a resident.
4. **DISTURBANCES** - After hours, call the Police **non-emergency** phone number.
5. **AFTER HOURS EMERGENCIES** -
 - a. **FIRE** - Call 911
 - b. **GUSHING WATER** - Call 954 491-2400 - Explain the nature of the emergency to the "After Hours" operator. They will immediately contact the Association Employee "On Call".

**NOTE - BEING LOCKED OUT OF YOUR UNIT, DOES NOT
CONSTITUTE AN EMERGENCY.**

**COSTS FOR AFTER HOURS, NON-EMERGENCY SERVICES
WILL BE AT THE EXPENSE OF THE UNIT OWNER.**

6. **EMPLOYEES / VENDORS** -
 - a. Residents are not to give instructions to, or make requests of, Colonnade employees.
 - b. Residents are not to contact or communicate directly with vendors.
 - c. No resident shall direct or reprimand any employee or vendor.
 - d. Employees are not permitted to perform work for residents during regular working hours.
 - e. The Association accepts no responsibility for personal work performed by an employee or vendor.
7. **DON'T FEED THE ANIMALS!!** The placement of foods of any kind on Association premises for the purpose of feeding wild animals is strictly prohibited. **NOTE: SQUIRRELS ARE RODENTS!!!**

❖ FINING RULES & REMEDIES ❖

Failure to comply with these Rules and Regulations, and the provisions of the Declaration of Condominium, shall be grounds for legal action, which may include, without limitation, an action for damages, injunctive relief, declaratory relief, or any combination thereof. Every Unit Owner and Resident-Lessee is responsible for the adherence to these Rules and Regulations by their guests and family members. A Unit Owner may be joined in any legal action, along with his/her guest, instituted by the Association for his/her guest's failure to comply with these Rules and Regulations. In addition to all other remedies, a fine or fines may be imposed upon a Unit Owner for failure of the Unit Owner, his family, guests, invitees, lessees, employees, or contractors to comply with any covenant, restriction, rule or regulation contained herein and will be subject to the following procedures:

- I. **Notice:** The party against whom the fine is sought to be levied shall be afforded an opportunity for a hearing before a committee of their peers (non-Board Members) after reasonable notice of not less than fourteen (14) days and said notice shall include: (a) a statement of the date, time and place of the hearing; (b) a statement of the alleged violation; and, (c) the potential fine to be imposed.
- II. **Hearing:** The party or parties, against whom the fine may be levied, shall have an opportunity to respond, present evidence, and to provide written or oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Committee. A written decision of the Committee shall be submitted to the Unit Owner not more than twenty-one (21) days after the hearing.
- III. **Fines:** The Committee may impose fines against the applicable Unit of \$100 per violation, per day up to a maximum of \$1,000 until said violation has been remedied. All fining recommendations made by the Committee must be approved and confirmed at a duly posted meeting of the Board of Directors, and the party or parties are to be notified of the decision by mail or hand-delivered immediately after said meeting.
- IV. **Payment of Fines:** Fines shall be paid no later than fifteen (15) days following the date of the notice of said imposition. Failure to comply will result in the assessment of late fees of \$25 and interest at a rate of 1.5% per month (or any portion thereof).
- V. **Allocation:** All monies received from fines shall be allocated as determined by the Board of Directors.
- VII. **Non-exclusive Remedy:** These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the Unit Owner shall be in addition to any actual costs incurred for repairs or damages resulting from any such violation.