

BELLA MAR RULES AND REGULATIONS
Bella Mar Condominiums – An Adult Community

MARCH 2020

A. INTRODUCTION

1. Bella Mar Condominium Association ("Association"), by way of recommendations from the Rules and Regulations Committee ("R&R Committee"), and acting through its Board of Directors ("Board"), has adopted the following Rules and Regulations ("Rules").
2. These Rules, together with the provisions of the By-Laws and Declaration of Condominium of Bella Mar, shall govern both the use of the condominiums and conduct of all residents and visitors therein, as well as protect the architectural integrity and harmony of the community and promote the safety, welfare, and quality of life of the residents.
3. These Rules do not replace the Declaration and By-laws, which are the primary governing documents of the Association. Both documents remain in force, and in the event of a conflict between the wordings of the documents, the Declaration and/or the By-laws will always prevail over the Rules & Regulations
4. From time to time, these Rules may be modified or amended upon recommendation of the R&R Committee, made up of a majority of non-Board member residents, and by resolution of the Board, in accordance with Florida Condominium Law.
5. The Board shall make every effort to ensure that these Rules do not affect unit owners' or tenants' rights to the enjoyment of reasonable and unrestricted use of their property or privileges of ownership.
6. Any damage to buildings, grounds, other common areas, or to equipment by any unit owner, tenant, guest, family member or pet shall be repaired at the expense of the unit owner. This charge may be assessed in addition to a fine. Unit owners are fully responsible for the actions of their tenants, family members, guests and pets, and shall be held accountable for any damage done to the property.

B. DEFINITIONS

The following are definitions for terms when used in these Rules:

"Assessment" "Maintenance Assessment" refers to a share of the funds required for the payment of common expenses, which can be assessed against unit owners.

"Association" refers to the Bella Mar Condominium Association, which is responsible for the operation and maintenance of the community. Reference in these documents shall include the Association and the Managing Agent, when the Managing Agent is acting on behalf of the Association.

"Board" refers to the five (5) board members/owners who are responsible for administration of the Association.

"By-Laws" refers to the bylaws of the Association which govern and guide the community.

"Committees" refers to a group of board members and/or unit owners appointed by the Board to make recommendations to, to review, or take action on behalf of, the Board.

"Common Elements" refers to the portions of the condominium property not included in the units.

"Florida Statutes" are a collection of state laws organized by subject area into a code made up of titles, chapters, parts and sections. Chapter 718 is the section of the Florida Statutes which regulates condominiums and are amended from time to time.

"Lanai" refers to the part of the limited common elements which are outside the enclosed living quarters, and is interchangeable with balcony and porch.

"Special Assessment" refers to any assessment levied against a unit owner other than the assessment required by an annually adopted budget.

"Unit" refers to the part of the condominium property which is subject to exclusive ownership.

"Unit owner" refers to a recorded owner of legal title to a condominium unit. Such term shall apply to the owner of any unit, to his or her family, tenants whether or not in residence, employees, agents, visitors and to any guests, invitees or licensees of such unit owner, his or her family or tenant of such unit owners.

"Walkways" are the sidewalk/catwalks attached to the buildings which lead to the stairways and elevators, as well as all walkways leading to all buildings.

C. GENERAL

1. Unit owners shall not use or permit the use of their unit for any purpose other than as a single family residence for themselves, the members of their immediate family, social guests or tenants. Units may not be used for business or commercial use, e.g., such as an Airbnb, a timeshare, or VRBO, or other. An exception would be unit owners who are employed and work "online" from home.
2. Immediate family members, including parents, siblings, children, and grandchildren may be permitted to visit and/or reside for periods not to exceed 30 consecutive days, or 60 cumulative days in a year.
3. The Board must be notified in writing when children under age 18 are visiting for more than 30 days including dates of arrival and departure.
4. No noxious or offensive trade or activity shall be carried on within any unit nor shall anything be done therein or thereon which may be or become an annoyance to the community or other unit owners.

D. ADVERTISING

1. No unit owner, renter or guest shall post any advertisement or posters of any kind, including political advertising and for sale or rent signs, in or on the condominium unit or condominium property, EXCEPT on a bulletin board designated for such use.
2. Bulletin boards are located in each first floor elevator lobby area and on the terrace outside the Clubhouse.
3. The enclosed bulletin boards in each elevator lobby are for posting official business of the Association and Board only.
4. Only magnetic advertising is allowed on vehicles and should be removed when said vehicle is parked at Bella Mar overnight.
5. Specifically excluded from this regulation are seasonal decorations.

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E. ANIMALS AND PETS

1. Unit owners are permitted to keep domestic household pets as follows: one small dog with a maximum adult weight of 25 lbs., two cats, birds, or fish. No exotic pets or reptiles are permitted. A Letter of Application for approval to maintain a pet must be submitted to and approved by the Board prior to bringing the pet onto Bella Mar property. Documentation of the pet's current vaccination record must be provided to the Board.
2. Pets shall not be kept, bred, or used for commercial purposes.
3. No vicious breeds as described by the AKC will be permitted.
4. No renters or visitors are permitted to have pets on the property.
5. All pets must be kept leashed and under the control of their unit owner when outside owner's unit; and cannot be left unattended at any time. Pets are not permitted to run free at any time.

Pet Nuisance

1. All pet owners must ensure that their pet is not a nuisance and does not unreasonably disturb or inconvenience other residents. Nuisance includes, but is not limited, to:
 - a) unreasonable crying, barking, scratching, making or causing other loud noises that disturbs other residents, except in cases in which pet may be temporarily provoked by external causes, such as fire alarm systems, fireworks, etc.; and
 - b) pets whose unruly behavior causes personal injury or property damages, or situations where a pet owner is no longer able to control their pet such as, loose off leash, chasing other animals or people, etc.

Owner Responsibility

1. Liability/Indemnity - All unit owners are strictly liable for any damage or injury to persons or property caused by their pets. Further, each unit owner shall indemnify, defend and hold harmless the Association and its officers, directors, employees, committee members, manager, and agents from all claims, obligations, liabilities, damages, expenses, judgments, attorneys' fees and costs arising from or related to any pets maintained in the unit or brought upon condominium property by unit owner, his tenants, occupants, guests or invitees.
2. Pet owners, including unit owners and guests of unit owners, are responsible for immediately cleaning up after their animals by securely bagging and disposing of pet droppings in the dumpsters.

Restrictions

1. Pets are not permitted (either on a leash or carried) in the Clubhouse or pool areas at any time.
2. No pet shall be left unattended upon common areas or leashed to any stationary object.
3. Feeding stray animals on the grounds creates a nuisance, and can attract unwanted animals and rodents. For these reasons, feeding or leaving food out for stray animals is not permitted.

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Violations/Enforcement

4. Violations of these pet rules should be reported in writing to any member of the Board. All complaints must be signed, and a person's identity will be kept confidential. When a complaint is filed, the board will issue a verbal warning to the pet owner and discuss the complaint.
5. Fines will be levied on any owner who is found to be in continued violation of these pet rules. Please see Appendix A for specific information on Bella Mar fining policies.
6. When a pet owner continues to violate pet rules or is unable to prevent a pet from causing a nuisance or unreasonable disturbance or noise, the pet owner may be directed to permanently remove the pet from the property upon written notice from the Board.

F. ARCHITECTURAL CHANGES OR ALTERATION

1. No structural alteration (construction, addition or removal) of any condominium unit inside or outside is allowed without the written approval of the Board. All changes proposed by the unit owner must include a written description and a diagram of the proposed changes, and must be signed by the unit owner, or their representative.
2. After receiving Board approval, proper building permits must be obtained from the City of Deerfield Beach before work commences. All work must be done by licensed vendors.

Exterior Trim Painting

The exterior doors, window trim and window hurricane shutters must all be the same color for the entire complex. Please contact a Board Member to obtain written confirmation of the paint color.

Balcony/Walkways/Lanai

1. No unit owner shall alter the exterior appearance of the balcony or lanai or enclose same without prior written consent of the Board.
2. Hanging of personal items such as towels, rugs, and apparel over the walkway or pool railings is not permitted. Please do not throw trash items over the walkway railings to the area below.
3. No cooking is permitted on the balcony, the walkways or any other exterior portion of the condominium building. An outdoor gas grill is located in the Garden Area for residents' use.
4. Discretion and consideration should be used when on your lanai or balcony. Talking, listening to music, etc. must be at a reasonable level so as not to disturb other residents.

G. BY-LAWS AND RULES & REGULATIONS

1. Unit owners shall conform to and abide by the By-Laws and Rules in regard to the use of their units and the common elements. Unit owners will ensure that all persons using owner's property do likewise.
2. The cost to replace Association Documents will be \$25.00. Documents are available on-line at Broward County website www.broward.org under the public records tab.

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H. COMPLAINTS & REQUESTS

Complaints and approval requests shall be made in writing to a member of the Board. If complainant or requestor fails to sign the document, no action on the complaint or request will be taken by the Board.

I. UNIT ACCESS

1. Every unit owner **MUST** designate a responsible person or company to care for their unit when they are absent and furnish a key to that person or company. The unit owner must also provide the Board with the name and contact information for that person/persons.
2. Any time the Board must enter a condo for maintenance or repair, every effort will be made by the Board by phone, messaging, and/or email to contact the unit owner to explain the situation, and to be present to open the unit. If we are unable to reach the unit owner or contact person, two (2) board members or one (1) board member and one (1) building captain, or a building captain and another resident will be present and remain in the unit until the repairs are completed and the repair person has left the residence.
3. Should there be a need to enter the unit in an emergency and the unit owner or designated person/company cannot be reached, the Association will have the right to have a locksmith come to open the unit, and all access costs will be charged to the unit owner.

J. FLAMMABLES AND FIRE PREVENTION

1. No flammable, combustible, or explosive fluids, chemical, or any other dangerous material or substance shall be kept in any unit or storage unit. All flammable materials must be kept in the outdoor shed. Please see the Bella Mar custodian for access to the shed.
2. Fire horns have been installed in every unit. These horns will sound throughout the entire building should a fire be detected. The fire system is directly connected to the Elevator which will lower to the first floor and the doors will open and the elevator will shut down, with doors remaining locked in the open position.
3. Unit owners are responsible for ensuring that working smoke detectors are installed in or near each bedroom. Please check the batteries every 6 months as batteries tend to corrode more quickly in humid conditions.

K. FEES AND ASSESSMENTS

1. **Monthly Maintenance Assessment:** Payments shall be made payable to Bella Mar Condominium Association, in the form of a check, money order, or e-payment, cash (if paying with cash, please ask for a receipt) and are due by the tenth (10th) day of each month. Any payment received after the tenth (10th) will be deemed late and will be subject to late fees and interest, as provided in the Declaration of Condominium. Payments should be mailed directly to the Management Company.
2. **Special Assessments:** A special assessment is a charge that falls outside of expected maintenance fees and is levied by the Association to all members of the community in response to an unforeseen and unbudgeted need for funds. A special assessment may be deemed necessary to pay for periodic updates or repairs to condominium property.

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L. FLOOR COVERINGS

With the exception of first floor units and second floor units over the tunnels, all unit owners must submit an application to the Board to ensure that proper floor insulation with sound deadening material is being installed prior to all new flooring installations. This will ensure that new floors are properly soundproofed. Proof of sound proofing material must be provided to a Board Member prior to installation.

M. HURRICANE PREPAREDNESS (Hurricane season is June through November)

1. Unit owners who plan to be absent from Bella Mar during hurricane season must prepare their unit prior to their departure. Please remove all furniture, plants, objects, etc., from the lanai/balcony.
2. Close and secure your hurricane shutters on all the windows and the lanai/balcony. If a hurricane is imminent, and your shutters have been left open, please call your designated person or company to secure your unit. Please provide the Board with the name and phone number for that person/company.
3. Should there be a need to enter the unit in an emergency, and the owner or your designated person/company cannot be reached, the Association will have the right to have a locksmith open your unit, and all access costs will be charged to the unit owner. The Association will enter and secure your condo, and a fee of \$100 will be charged to the unit owner.
4. Unit owners who have hurricane/impact windows are not required to close their shutters. These unit owners must notify the Board that they have impact windows. If the Board is not informed, when a hurricane threatens, the Board will be authorized to enter and properly secure the unit in the same manner as all other units. A fee of \$100 will be charged to the unit owner's account for this service.
5. When a unit owner plans to be away for more than a week, the main water line into the unit MUST be shut off.

N. INSURANCE

1. Residents should refrain from engaging in any activity on, or maintaining any substances or items within, any Common Elements that will increase the rate of building or contents insurance thereof without the prior written consent of the Board.
2. Residents must refrain from engaging in any activity or maintaining any substances within their units that could result in the cancellation of insurance on the building or contents thereof or that would be in violation of any public law, ordinance or regulation. No waste shall be deposited on the Common Elements.

Flammables. No gasoline or other explosive or flammable material may be kept in any unit or storage area.

3. **Homeowner Insurance.** Every unit owner should have an individual homeowner's policy to obtain the necessary protection for personal property that is not covered by the Association's master insurance policy. Consider the value of your electronics, jewelry, furniture, clothing, appliances, and other personal belongings in determining the amount of condo insurance you need.

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4. **Flood Insurance.** Bella Mar maintains flood insurance on Buildings A, B, and C. If an owner needs confirmation of such insurance, please contact our insurance agent, whose name and phone number can be found on the bulletin boards located in 1st floor elevator lobbies of each building. Our flood insurance policy is consistent with flood insurance carried by other condominium complexes. The outside of buildings A, B, and C are insured as well as the common areas, including elevators, catwalks, pavement, common plumbing pipes, etc.
5. The Association's flood insurance coverage **does not** cover or offer any benefit to individual units, and most individual condominium homeowner policies do not cover flood or hurricane damage. In particular, first floor residents are encouraged to consider purchasing a personal flood policy for their units. The inside of a unit is the unit owner's responsibility.

O. LANDSCAPING

1. **No landscaping of any kind should be done on any common grounds by any unit owner, renter, or guest without prior written approval of the Board.** This includes planting, removing, pruning, or transplanting, etc. Potted plants may not be placed on any outside grounds or walkways.
2. **Sprinkler System.** No unit owner, renter, or guest is permitted to tamper with, change direction, impede, shut off, etc., any sprinkler control box, sprinkler head, or irrigation pipe. Anyone caught interfering with the sprinklers in any way will be subjected to fines and reported to the police.

P. LAUNDRY

1. **Laundry Rooms are only to be used between the hours of 8:00 am and 8:00 pm.** Access to the roof is also located in the laundry rooms. Laundry rooms must be locked when not in use.
2. The laundry rooms are located on the 2nd, 3rd, and 4th floors. Laundry machines are coin operated, and the monies are collected on a regular schedule. **ONLY U.S. COINS** are to be used in the machines as foreign coins will jam the mechanism, requiring a service call. Machines must be used according to directions on the machines. Overloaded machines will not wash properly and will cause damage to the machines. Service calls and repair work is expensive and will result in an increase in your cost to do laundry.
3. **DO NOT** leave clothes sitting in the washers and dryers. Please keep the laundry room doors closed while your laundry is washing/drying. Please be considerate of your fellow residents.
4. Neither the Association, nor the Board is liable for any damage to garments resulting from or alleged to result from the use of the equipment in the laundry room.
5. Please notify your Building Captain with any laundry issues or concerns.

Q. LEASING OF UNITS

1. No unit owner may lease/rent their unit during the first two (2) years from date of purchase.
2. Thereafter, a condominium may be leased/rented **once each calendar year, for no less than 3 consecutive months.** A unit owner **MUST NOTIFY THE ASSOCIATION IN WRITING** OF THEIR INTENT TO LEASE, together with the name and address of the intended lessee. An application to lease can be obtained from the Management Company for submission with the required fees of a \$100 check payable to the Management Company to cover a back-ground check investigation and processing the

application. The application will be reviewed by the Board, and an interview and orientation with potential lessees will then be scheduled, after which the Board will render a decision on the application.

3. A unit owner MUST provide their renter with a copy of the By-laws and the Rules and Regulations of the Bella Mar Association. Renters are required to abide by all terms and conditions of their lease and Bella Mar documents. The unit owner is responsible at all times for the enforcement of the established guidelines.
4. No fees will be required for renewing repeating lessees, but **each renewal/repeat must be approved** by the Board annually. No subletting is permitted. A unit owner is permitted to have a caretaker move into the second bedroom for the temporary care of a unit owner. This arrangement is exempt from leasing fees only if the caretaker is licensed and certified or is an immediate family member.
5. Any non-compliance of the above stipulations, Bylaws, and Rules by a renter or unit owner will result in a \$100 per day, up to a maximum of \$1,000 by law, levied on the owner of the unit. Such action may also result in the unit owner losing the right to lease/rent the unit for a specified amount of time.
6. A unit owner who leases their unit without going through the proper leasing process and Board approval, will be fined \$100 per day up to a maximum of \$1,000. In addition, the owner will lose their right to lease until the fine is paid.

R. SALE OF UNIT

1. Unit owners are required to notify the Association of his/her intent to sell or otherwise transfer ownership.
2. The sale of a unit can be made to a family in which the buyer or one of the occupants is at least 55 years of age. The unit owner must request an application to sell once a potential buyer is found. The completed application must be sent/mailed to the Management Company, along with a \$100 check payable to the Management Company, for all costs incurred in determining approval of the sale. The fee MUST be submitted along with the application.
3. One of the potential occupants MUST be 55 years of age or older, and that person must be in residence as required by Florida Statutes, our Declaration of Condominium, our By-Laws, and these Rules.
4. The application will be reviewed by the Board, who will give the final approval for the sale. An interview and orientation will be scheduled with the potential buyer/buyers. If approved, the Board will direct the Management Company that the sale can proceed.
5. *No unit owner may own more than one (1) unit within Bella Mar.*

S. NOISE

1. No unit owner shall make or permit any unreasonable noise that will disturb or annoy other residents, or permit anything to be done which will interfere with the rights, comfort and convenience of other residents.
2. Owners, renters and guests shall minimize noise of any kind, including musical instruments, radios, TV's, stereos, amplifiers, singing, or any other loud noises so as not to disturb residents in other units. Balcony noise, including all the above mentioned and talking on phones must be kept low as to not disturb others. Outside parties must conclude by 11:00 p.m. or move indoors with sliding glass doors closed.

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T. PEST CONTROL POLICIES

1. The Association pays for a professional pest control company to spray the common area grounds on an as needed basis and also attend to monitoring the baited rodent traps. Bait is replaced every 3 months whether needed or not.
2. The pest control company also provides monthly unit spraying and ant baiting at no additional cost to unit owners.
3. Monthly service sign-up sheets are located on the bulletin board in each first floor elevator lobby.

U. PLUMBING AND ELECTRICAL

1. No unit owner or occupant shall install wiring for electrical or telephone or erect any type of television antenna, CB antennas and aerials, except as authorized in writing by the Board.
2. Plumbing and electrical repairs within a unit shall be the financial obligation of the unit owner whereas the Association shall be responsible for plumbing and electrical repairs within the "common elements". All plumbing and electrical wiring must be performed by a licensed plumber or electrician.
3. In the event it is necessary for a plumbing contractor to turn off the main water valve to a building to make repairs to a unit, the unit owner must post a 24-hour advance notice in the first floor elevator lobby of the affected building, stating the approximate times the water will be off.

V. PREVENT WATER DAMAGE

1. Unit A/C drain lines connecting to the main A/C drain lines should be cleaned at least twice a year in order to remove algae buildup within the unit lines. Vinegar, bleach, or approved tablets can and should be used to clean your unit air-conditioner condensate line.
2. The Association will have the main air-conditioner drain lines professionally cleaned twice each year.
3. When a unit owner plans to be away for more than a week, the main water line into the unit MUST be shut off to prevent any major disastrous water incident.
4. Unit owners should place a water tray under hot water tanks and check their tanks annually for leaks. The average age for hot water heaters is 10 years; please check your water heater for aging.
5. If roof access is needed to service A/C units, contact your Building Captain for the access to the roof. Only licensed HVAC vendors can be used for A/C repairs or replacement work.
6. The Association encourages all unit owners to have shut-off valves installed on hot water tanks by a licensed plumber.

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W. RECREATION AREAS

1. Recreational facilities are intended for the exclusive use of Bella Mar residents and their authorized guests.
2. Persons using any of the recreational facilities do so at their own risk.
3. Parents and guardians of minors must accompany minors under the ages listed in these rules for safety reasons and exercise appropriate care and supervision of minors using recreational facilities.

Clubhouse Rules

1. The clubhouse will be kept locked at all times when not in use. All unit owners are provided a key to the clubhouse. The clubhouse is for the exclusive use of Bella Mar residents and their guests.
2. The clubhouse is available for use according to the following priorities:
 - a) Regularly scheduled meetings of the Association, the Board, and Association Committees.
 - b) Regularly scheduled recreational activities and club meetings.
 - c) Private parties.
3. The clubhouse includes the following amenities: sofa and chairs, large screen cable TV, DVD player, Xbox, tables and chairs, small kitchenette, and bathrooms.
4. **No wet bathing suits or bare feet are permitted in the clubhouse; please dry off before entering.**

Private Use of Clubhouse

1. All parties must be pre-approved by the Board. Residents wishing to use the clubhouse for a private party should contact the Board President at least two (2) weeks in advance to request authorization.
2. A \$50.00 deposit is required, which will be returned provided there are no damages and the clubhouse is cleaned within 24 hours after closing. If there are damages of \$50.00 or more, or the clubhouse is not sufficiently cleaned, the unit owner will be responsible for the total cost to clean the clubhouse, and will be billed accordingly.
3. Clubhouse parties should conclude by 11:00 pm unless permission to remain longer is given by a Board Member. Clubhouse furniture must remain inside the clubhouse. **When leaving, all doors, including sliding glass doors, must be closed and locked, and the air conditioning MUST ALWAYS be reset to 80 degrees and ceiling fans turned off.**
4. These rules relate to the "private use" of the Clubhouse by residents of the Condominium and do not apply to use by the Association, or its Board, Clubs, Committees, or Management.

Garden Area Rules

1. The Garden Area is located at the west end of the property near the bocce court.
2. A gas barbecue grill is provided for residents' use in the Garden Area. Both grill gas valves must be turned to the on position to light the electronic ignition. Do not leave the grill unattended at any time when lit.

3. When finished, be sure to turn both gas valves to the off position, clean the grill and any used utensils, and return tables and chairs to the area before leaving.

Swimming Pool Rules

SWIM AT YOUR OWN RISK – No Lifeguard is on duty. Pool Rules are posted at the entrances into the pool area. Non-Compliance with pool rules will result in your loss of pool area access.

1. Pool hours are from dawn to dusk.
2. Children under 12 must be attended by an adult (over 18) while in the pool area.
3. Anyone not toilet trained, regardless of age, must wear appropriate tight-fitting swimwear specifically designed for swimming pool use.
4. Drinks must be in unbreakable containers. No glass is allowed in pool area.
5. No diving or running in or around the pool is allowed. No jumping into pool is allowed while others are near-by in the pool.
6. A shower is provided for your convenience on the north side of the clubhouse.
7. Please use towels to cover chairs and lounges, to keep them free of oils, lotions and sweat.
8. The pool temperature is controlled by the Pool Maintenance Company at the direction of the Board, and is set to 86 degrees to control bacterial growth and achieve cost efficiency. DO NOT tamper with the controls, change or adjust the temperature, or ask the pool maintenance person to change the temperature.
9. Umbrellas must be lowered before leaving the pool deck.
10. NO SMOKING is permitted inside the pool deck. Please go to the Garden Area or the Clubhouse Deck Area. DO NOT throw your cigarette butts in the grass or bushes.
11. NO PETS are permitted in the pool area.
12. **DO NOT hang wet towels over the pool fences or leave them there to dry overnight. Please take all personal items with you when leaving the pool area.**
13. **PLEASE RETURN AND STRAIGHTEN ALL POOL FURNITURE BEFORE YOU LEAVE THE POOL AREA. WE DO NOT HAVE A POOL PERSON TO CLEAN UP AFTER YOU.**

Bocce and Cornhole Rules

1. The bocce court is available for everyone to use. The balls are located in the box at the court. The bocce court broom should be used to level the sandy top. Please return bocce balls to the storage box and leave the bocce court in good order when finished.
2. An adult must accompany any children under age 12 wishing to play bocce or cornhole. Please return the cornhole bags/game back to the location where you found them.

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X. STORAGE LOCKERS

1. Storage lockers are assigned to all units in each building, and are located in the tunnel area of the first floor. Each unit owner will be issued a key to the assigned storage room.
2. Unit owners must secure their own lock and key for their individual lockers.
3. All items must be placed inside the locker, and the aisles must remain clear. Items left outside the bins will be discarded.
4. No flammable or combustible items are permitted in the storage rooms.

Y. TRASH AND RECYCLING

1. **All trash dropped down garbage chutes must be bagged and tied tightly shut.** ALL Pizza and cardboard boxes must be placed directly into the dumpsters on the first floor and should not be put down the chutes. **ALL CARDBOARD BOXES MUST** be flattened prior to placing in the **dumpsters**. Trash pick-up is every Tuesday and Friday. Bella Mar no longer participates in the Deerfield Beach recycle program.
2. **Bulk Trash Pick-up:** Large furniture pieces, mattresses, appliances, cabinets, etc., should be placed outside the dumpster doors (close to the wall and away from the doors) on Monday evening. Deerfield Beach bulk pick-up takes place on Tuesday mornings; however, **YOU MUST CALL** Deerfield Beach Bulk Trash Pick-Up at (954) 480-4391 either on Friday between 9 am and 3 pm OR Monday between 9 am and 12 pm to schedule your pickup. There is no charge for this service. The phone number is also posted on the bulletin board in each elevator lobby on the 1st floor.
3. **Remodeling materials and trash:** If you are remodeling your unit and have building materials such as wood, flooring, drywall, tile, vinyl, etc., you must call the City of Deerfield Beach to arrange pick-up. **DO NOT** place "remodeling" trash in the regular garbage dumpsters. The City will charge you a fee for remodeling pick-ups, therefore, you are encouraged to negotiate with your contractor to take away your debris at the time of service.

Z. VEHICLE POLICIES

1. Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles, SUV's, and motorcycles.
2. **Speed Limit.** The speed limit within Bella Mar complex is 10 mph. Unit owners should advise visitors of this rule for the safety of all.
3. **Parking.** Individuals parking cars on Bella Mar property do so at their own risk, and must follow all applicable rules, including but not limited to the following:
 - a) Vehicles must be parked front end in and not backed into parking spaces. Do not park in any designated "no parking" areas.
 - b) Residents are to park in the parking space assigned to their condo. If two unit owners mutually agree to "temporarily" exchange parking spaces, the Board should immediately be informed of this arrangement.

c) Disabled, inoperable, or unsightly vehicles may be towed at the discretion of the Board and upon 30-day advance notice to the unit owner. In such cases, all related charges will be the sole responsibility of the vehicle owner. At its discretion, the Board may allow unsightly and otherwise problematic vehicles to remain on condominium property, for a temporary period of time, provided said vehicle is properly covered per the Board's instructions.

4. **Guest Parking.** Guest spots are to be used for visitor and guest parking, as well as for a unit owner's second car, if needed. Please do not misuse such spaces. No guest spaces shall be reserved or marked off in any way. The Board will address any guest space misuse with a warning, a fine, or both.
5. **Parking Decals.** All residents are required to register their vehicles with the Association. The Association will issue a numbered parking permit to be placed on all resident vehicles that will be parked on Bella Mar property to assist in identifying the owners of parked vehicles. Unit owners will be issued a BLUE decal and renters will be issued a RED decal.
6. **Restricted vehicles.** The following vehicles are not be permitted to be kept on Bella Mar property without the consent of the Board: recreational vehicles, boats, large trucks, campers, motor homes, trailers, and commercial vehicles.
7. **Motorized bikes.** Motorcycles, motorbikes, and mopeds must be parked in an assigned or guest parking spot. Bicycles must be kept inside condo units.
8. **Vehicle maintenance.** Except for minor adjustments or in emergency situations, repairs to vehicles, as well as painting of vehicles, is not be permitted on Bella Mar property. Drainage of any automotive fluids is prohibited.
9. **Vehicle/Car washing.** A designated vehicle washing area is located along the front wall behind the Tire Store in front of Building B. When you are finished washing your vehicle, please move it to another location to dry so other residents may use the area.
10. **Towing policy.** No junk or abandoned vehicle, or vehicles without properly displayed license plates or registration stickers and/or current state inspection stickers shall be kept upon any Bella Mar common elements (please note, some states do not require registration stickers). All vehicles must be kept in proper operating condition so as to not create a hazard or nuisance due to noise, exhaust, emission or appearance. Please notify the Board if a vehicle appears to be abandoned. The Board will make every effort to identify the vehicle's owner, and will make arrangements for towing, if necessary. The Board will handle each towing issue individually.

APPENDIX "A"

ENFORCEMENT and PENALTIES

A system of enforcement has been established to ensure compliance with the Rules and Regulations of the Association. Enforcement procedures will result in greater community awareness of reasonable conduct that all unit owners have the right to expect from each other. If the violator is not a unit owner, the owner will be provided with copies of all correspondence pertaining to the violation and any ensuing penalties and hearings. The unit owner is ultimately responsible for all fines and the removal of all violations.

Penalties and fines may be imposed for violation of any of the above rules and regulations, according to the following schedule:

- First violation - Verbal warning, remedied in 2 or 3 days
- Written warning - Written warning, remediation within 10 days
- Non-Compliance - Any further violation or non-compliance can result in a \$100 per day fine, up to a maximum of \$1,000 by law.

Imposing a Fine

The Board of Directors may not impose any fine or infringe upon any rights of a unit owner for violations of the rules until the following procedures have been complied with.

1. If a violation of the rules is alleged to the Board, the Board will give the violator a **"Verbal Warning"** to cease and desist the action, and 2 to 3 days to comply.
2. A **"Written Warning"** will be issued when the violator does not remedy the violation. This notification will include: (a) the nature of the alleged violation; (b) the action required to resolve the violation, and (c) notification of a grace period of ten (10) calendar days, within which the violation may be resolved/removed without penalty. Should the violation continue beyond the grace period, a fine will be imposed.
3. **Non-Compliance** - A fine of \$100 per day, up to a maximum of \$1,000 will be imposed. The violator may request a hearing before the Grievance Committee, within ten (10) days after imposition of the fine. The request must be made in writing and be addressed to the Board. A hearing before the Grievance Committee shall be held in open session, and will afford the violator a reasonable opportunity to be heard. The violator may present his/her case to the Committee, and the committee members will decide, based on the available information regarding the alleged violation, whether or not any fines and/or penalties should be imposed.
4. If the violation is repeated within twelve (12) months, a repeat offense requires a new notice and hearing. A fine will be imposed without a grace period, and the process will be repeated.
5. The final decision in any such matter can be appealed to the Courts of the state. The unit owner may be sued by the association to repair any damages, fines, as well as attorney's fees. The prevailing party in any such proceeding shall be entitled to an award for legal fees, as determined by the court.

A fine can will be applied to the unit owner regardless of whether the offender is the unit owner, a tenant, a guest or a household member. The payment of a fine does not relieve the offender of the obligation of

correcting the violation. If the Association incurs expenses to correct the violation, this expense will be applied to the unit owner. If the bill is not paid by the unit owner, a higher fine may be imposed. If the fine remains unpaid, the unit cannot be sold unless the fine and all associated expenses are paid.