

**ENVIRON TOWERS I
CONDOMINIUM ASSOCIATION INC.**

RULES & REGULATIONS

MARCH 2014



There are no formal office hours. Messages may be left at:

Tel. 954-640-8754 – Fax: 954-640-8757

**Other useful telephone numbers: Pool: 954-484-4119
Card Rooms (7100): 954-318-1200 – (7200): 954-739-8792
Guard House: 954-484-0593 – ECC: 954-731-4022**

RULES AND REGULATIONS

1. Environ Towers I is a community of older persons. Buyer(s) must be 55 years old or older. No children under the age of 18 may reside in the community or visit longer than 30 days in any given year.

The facilities of Environ Towers I Condominium Association, Inc. are for the exclusive use of association members, their immediate families, and guests.

Accordingly, the Board of Directors have promulgated these rules and regulations effective October 23, 2003, as amended on November 9, 2010 (Article 34) and supplemented on December 22, 2011 (Articles 45-47) and March 19, 2014 (Articles 48), to aid in achieving the aforesaid goals superseding all prior rules and regulations.

GENERAL RULES

2. ANTENNAE

No outdoor television or radio antennae are permitted, except that receiving dishes, which are no more than three feet (3 ft.) by three feet (3 ft.) in circumference, and are properly camouflaged will be allowed. This is in order to receive French Canadian television channels. The dishes are to be installed on the terraces, and must be completely screened, so as to be obscured from view when looking at the terraces from the outside. The method for screening the dishes must be presented to the Board of Directors and have their written approval. The Board of Directors shall control the method, type, and color of all screening.

3. ATTIRE

Unit owners, their families, guests and invitees shall not appear in or use, the lobby, lounge or other common facilities except in appropriate attire.

4. BALCONIES AND TERRACES

Except for screening of balconies and terraces by the developer, enclosures by screening or otherwise of balconies, terraces or outdoor terraces are prohibited. In the event that it becomes necessary to replace damaged or worn screening any such replacement screening shall be the same style, color, quality and type as that which was originally provided. No objects shall be hung from window sills. No cloth, clothing, rugs or mops, shall be hung upon, or shaken from, windows or doors.

5. CHILDREN

Children shall play in designated areas only and not in public halls, stairways, or lobbies and children shall not interfere with the operation of the elevators.

6. CLEANLINESS

Members shall not allow anything to be thrown, or to fall, from windows, doors, balconies or terraces. No sweepings, or other substances, shall be permitted to escape to the exterior of the building from the windows, doors, balconies or terraces or to the interior of the building from hall doors. Carpet cleaning from ground level is prohibited.

7. COOKING AND BARBECUING

No fires, cooking devices or other devices which emit smoke or dust shall be allowed on any balcony or terrace. No barbecuing on condominium property.

8. DESTRUCTION OF PROPERTY

Neither members, their dependents, nor guests or invitees, shall mark, mar, damage, destroy, deface or engrave any part of the buildings. Members shall be financially responsible for any such damage.

9. DOOR LOCKS

Members must abide by right of entry into units in emergencies. In case of an emergency originating in, or threatening, any unit, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the association or any other person authorized by it, or the building captain shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of such emergency, the owner of each unit, shall deposit all keys to such unit, including the air-conditioning room, under the control of the association.

10. EXTERIOR APPEARANCE

To maintain a uniform and pleasing appearance to the exterior of the building, no awnings, glass enclosures, projections or other enclosures shall be attached to the outside walls, balconies or terraces. This includes any type of screen or other enclosures other than as provided by the developer. Standard exterior colors of the building shall not be altered.

11. FIRE DOORS

Unit owners and occupants shall not use fire doors for normal ingress and egress.

12. FLOOR COVERING

Installation of floor covering, other than padded carpeting or vinyl tile, is prohibited without prior written permission of the Board of Directors so as to assure the placement of sufficient sound-deadening materials.

13. FOOD AND BEVERAGES

Food and beverages may not be consumed in common areas or in the recreational facilities unless specifically authorized by the Board of Directors.

14. HALLWAYS

Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the halls or on staircase landings. No carpets, mats, or any objects of any kind shall be placed in the halls. No carpeting shall be measured and cut in halls and lobbies at any time.

15. HURRICANE PREPARATIONS

Each member who plans to be absent from his unit during the hurricane season must prepare his unit prior to departure by:

- A. Removing all furniture, plants and other personal items from their balcony, terrace or patio.
- B. Designating a responsible firm or individual to care for their unit during their absence in the event that the unit should suffer hurricane damage. Each member shall furnish the Board of Directors with the name of such firm or individual.

16. NOISE

- A. In order to insure the comfort of all residents, radio, hi-fi television sets, etc. must be turned down to a minimum volume between the hours of 10:30 P.M. and 8:00 A.M. The use of washers, dryers and vacuum cleaners, between these hours are prohibited.

B. Carpentry, carpet-laying, picture hanging, or any trade involving hammer work, etc., must be done between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday only.

17. OBSTRUCTIONS

Sidewalks, entrances, driveways, corridors, halls, passageways, patios and courts must be kept open and shall not be obstructed in any manner.

18. ODORS

No noxious or unusual odors shall be generated in such quantities that they permeate to other units and become annoyances or become obnoxious to another unit owner. Normal cooking odors, normally and reasonably generated from kitchens, shall not be deemed violations of this regulation.

19. OPEN DOORS

No member shall allow the front entrance door to their apartment to remain open for any purpose other than for immediate ingress and egress. Outside stairway and exit doors MUST be kept closed at all times.

20. PETS

No animals or birds of any kind shall be kept in any unit. No guest or invitees of the unit owner shall be permitted to bring animals of any kind into the condominium, with the exception of Seeing Eye dogs. No animals shall be allowed to commit a nuisance in any public portion of the condominium building or grounds. If committed, it is to be cleaned up immediately.

21. PLUMBING

Water closets and other plumbing shall not be used for any purpose other than those for which they are constructed. No sweeping rubbish, rags or other foreign substances shall be thrown in them. The cost of the damage resulting from misuse shall be borne by the member causing the damage.

22. PUBLIC RESTROOMS

Changing attire in the restrooms is prohibited. All facilities shall be kept and left in a clean and sanitary condition. Lights must be turned off after use.

23. ROOF

Members or guests are not permitted on roof for any purpose.

24. SIGNS

No signs or notices of any kind shall be installed on the premises, or bulletin boards without permission of the Board of Directors. No signs or notices shall be removed from bulletin boards except by Secretary of the Board.

25. SOLICITATION

There shall be no oral or written solicitation by any person anywhere in the building for any cause, charity, or any purpose whatever, unless specifically authorized by the Board of Directors.

26. STAFF PERSONNEL

No unit owner or resident shall direct, supervise or in any manner exert or attempt to exert control over any employee of the association on private errands, or to perform private service during the hours of employment of such employee.

27. STORAGE AREA

Articles left on floor of storage area will be disposed of as trash. Only one storage locker per unit is permitted. Items must be stored in assigned areas only. Rubbish, rags, paper, and flammable materials are not to be stored in storage areas. On leaving, doors must be closed and lights must be turned off.

28. STORM SHUTTERS

Any unit owner desirous of installing storm shutters must have the same approval by the Board of Directors prior to installation thereof with respect to type, style, size, material and color of said storm shutters. They must be approved by the code of the City of Lauderhill.

29. TRADE OR BUSINESS

No unit owner or lessee may conduct any trade or business from his unit, the conduct of which would require the license or certification from any municipality, county, state or federal agency or licensing authority without prior approval of the Board of Directors.

30. TRASH CHUTES

All refuse or garbage shall be securely contained in plastic bags and sent down the chute. No container exceeding the width of the chute shall be placed in the chute. All newspapers and cans, bottles, and plastic shall be placed in the appropriate receptacles located in the trash rooms on each floor.

31. WATERBEDS AND HOT TUBS

No waterbeds or hot tubs are to be brought into or onto the condominium parcels for any reason whatsoever.

32. CARD ROOMS.

- A. No gambling is permitted and no moneys are to be used or displayed at the tables.
- B. No one under the age of 18 is permitted in the card room unless accompanied by a unit owner.
- C. Kitchens in card rooms are for the exclusive use of unit owners and guests and invitees and used only for the serving of light refreshments.
- D. Card rooms cannot be used for any private party without prior consent of the Board of Directors. A private party is a gathering of one or more unit owners, their relatives and friends for the purpose of social activity, which may include the serving of food and drink. The card room must be left in clean condition or the host will be charged for any necessary cleaning.
- E. The use of the card rooms for the benefit of any organization, whether charitable or other, is not permitted.

33. COMMON ELEMENTS

- A. Common elements comprise all of the condominium property with the exception of individually owned apartment units.
- B. No one shall make any use of the common elements which may tend to increase the rate of insurance upon any part of the condominium property.
- C. The association's property shall not be borrowed, taken or used for private use without prior approval of the Board of Directors.
- D. The grass areas surrounding the buildings are common areas which may not be used at any time for any purpose. Use of chairs, games, or any temporary or permanent fixtures is not permitted in these areas. Bicycles may not be stored other than in designated areas or inside individual units. Ball playing is not permitted on condominium property.
- E. Valet carts are to be used only by owners or guests and must be returned to lobby after use.

34. GUESTS AND VISITORS

- A.1** A guest is one who stays overnight for one or more nights. An invitee is someone who arrives and leaves the same day. Unit owners shall use their best efforts to ensure that guests and invitees obey these rules and regulations.
- A.2** Unit owners are responsible for the conduct of their guests and invitees, including their compliance with these rules and regulations. In addition, unit owners shall be financially responsible for any and all damages to the common areas caused by their guests and invitees.
- B.** Unit owners must be present with all their guests and invitees; except, however, that members of the owner's immediate family shall be permitted to stay in the owner's apartment in the absence of the owner and to use the condominium's facilities provided there is strict compliance with the following conditions:

 - B.1** The "immediate family" shall extend only to the spouse, children, grandchildren, brothers, sisters, father and mother of the unit owner, and at least one of whom should be 21 years of age or older. At no time, will the number of immediate family exceed six people during the temporary occupancy. Furthermore, these members of the immediate family are not be permitted to have guests during the temporary occupancy.
 - B.2** Any unit owner desiring to exercise this option shall provide to the Association a written list of immediate family members who will be eligible to occupy the apartment in the owner's absence. This list shall specify the family members' names and their relationship to the unit owner.
 - B.3** Unit owner must notify the Association in writing no less than seven (7) days in advance before any eligible family member begins occupying the unit in the owner's absence, and must complete and sign the document provided by the Association that will affirm that the guests have been informed of the Rules and Regulations prior to arrival. In addition, the unit owner must furnish to the Association at the time of this notification a refundable deposit in the amount of \$250.00 to cover any damages to common areas caused by the family member(s).

- B.4** After a unit owner has complied with subparagraph B.3 above, the Association will issue an “immediate family member pass” and furnish it to the guardhouse. Upon arrival at Environ Towers I, the family member shall show the security guard his or her photo identification (such as a driver’s license) bearing the family member's name and address, and, in return, the security guard will give him or her the corresponding “immediate family member pass”.
- B.5** Each family member's occupancy of a unit owner's apartment shall not exceed thirty (30) days in any calendar year.
- B.6** Under no circumstance will owners be allowed to give permission for their family members to use their electronic guard gate opener or magnetic gate card for entry. Therefore all family members, during their temporary stay on the premises, must obtain a parking pass from the guard on duty and display such pass on the dashboard of their vehicles.
- B.7** In the event of damage to any portion of the common area, the cost of repairing such damage will be deducted from the deposit, and the balance returned to the unit owner. However, if the amount of damages exceeds the deposit amount, the Association will invoice the unit owner for the balance of the damages due. The full deposit will be returned if there is no such damage.
- B.8** Any unit owner who the Board determines is in violation of any provision of the condominium documents shall no longer be entitled to have his or her immediate family members occupy the unit in the unit owner’s absence.

35. MOVING AND DELIVERIES

- A. Unit owners are responsible for any and all damages to the common areas that might occur during the vacating, or moving in a residence. The condominium office or maintenance supervisor must be notified at least forty-eight (48) hours in advance. A refundable deposit against damage in the amount of \$250.00 must be made at time of notification by an owner. The amount is returnable only after premises inspection has been made. In the event of damage to common area, the cost of repairing such damage will be deducted from the deposit, and the balance returned.
- B. Furniture may be moved only during the hours of 8:30 A.M. to 4:00 P.M. weekdays only. Moving vans or trucks must be off of condominium property by 5:00 P.M. Monday through Friday. Members shall be liable for all damages to the building caused by receiving deliveries, or moving or removing furniture or other articles to or

from the building. All truck deliveries shall be through the entrances designated by the maintenance supervisor of the condominium.

36. PARKING

- A. Parking is allowed in assigned parking spaces only or guest area. A resident, guest or visitor may use a unit owner's parking space with a signed owner's authorization form, which must be on file at the guard house. Forms are available at the guard house. A daily guest or a visitor may use an owner's parking space under the condition that the owner notifies the guard house.

- B. All vehicles that do not fit within the parking spaces as designated are not permitted to park in the spaces. No Boats, Trailers, Campers, Recreation vans, Motorcycles, Motor bikes, Scooters, Extra wide vehicles, Vans with 4 windows or less (SUVs must have windows all around to be permitted), Pick-up trucks, Trucks of any description, including all and any commercial vehicles. None of the before mentioned vehicles are permitted to park overnight in any parking areas or on the condominiums premises. No trucks will be allowed on the premises from 5:00 P.M. Friday until 8:30A.M. Monday.

B-1 All residents' bicycles must be parked and secured by lock, chain, key and placed in a space in a bicycle rack provided by Environ Towers I Condominium Association. This rack will be located under the lanai on the side of the tennis courts. In the event a resident wants to store the bicycle in his unit, when they are no longer in residence, they shall contact the maintenance manager to do the storing for them. Riding bicycles is only allowed beyond the Guard House not on condo property.

- C. Handicapped parking areas are designated and are for the use of vehicles holding a current special permit. No such space shall be utilized for overnight parking nor for more than three (3) consecutive hours of parking. A handicapped parking form must be picked up at the guard house prior to parking in the handicapped space and be placed on your dash board in side of your windshield. Upon exiting, you must return the form to the guard at the guard house to be checked out.

- D. No unit owner is permitted to park in any assigned space other than the space assigned to his or her unit. A unit owner of an assigned space may permit his or her space to be used by another unit owner by written authorization to be filed with the office in advance of the intended date of such use and indicating the expiration date.

- E. Guest parking area spaces are authorized for invitees or guests, or the second car owned by a unit owner. These spaces may not be used for pick up points by a bus or any other commercial vehicle, unless as part of a recognized and approved recreational or social function sanctioned by the Board of Directors.
- F. Any vehicle that is illegally parked will be subject to being towed away at the owner's expense.

37. PENALTIES (SEE ALSO VIOLATIONS)

- A. Upon violations of any rule or regulation by a unit owner or by any of his family, employees, guests or invitees, charges will be referred to the Board of Directors, which is empowered to determine proper action.
- B. Maintenance payments are due on the first of each month, and a late charge of twenty-five dollars (\$25.00) will be assessed if a payment is received after the 15th of the month. If late, you must include the twenty-five dollar late fee along with your late payment.
- C. **THE BOARD, IN ADDITION TO OTHER PENALTIES SET FORTH IN THESE RULES, MAY LEVY A FINE OF ONE HUNDRED DOLLARS (\$100.00) PER VIOLATION, EACH DAY THE VIOLATIONS CONTINUE, IS A SEPARATE OFFENSE, THE MAXIMUM FINE SHALL BE ONE THOUSAND DOLLARS (\$1000.00) PER VIOLATION.**
- D. No fines against unit owners for violations of rules shall be imposed unless a unit owner against whom a fine is sought to be levied shall be afforded an opportunity for a hearing, after notice of not less than fourteen (14) days which notice shall include:
(a) Statement of date, time and place of hearing – (b) Statement of rule and by-law allegedly violated – (c) Short or plain statement of matters asserted by the association. Unit owner shall have an opportunity to respond, present evidence and provide written and oral arguments at the hearing either in person or by an attorney.

38. POOL

- A. Pool hours are posted at entrance. Pool and other recreations areas are for use of unit owners, their guests and invitees. Invitees may not use the facility unless accompanied by host.
- B. Ball playing in the pool or pool deck, skating, toys and diving are prohibited.

- C. Children under 12 years of age are not permitted in the pool or pool areas unless accompanied and supervised by an adult.
- D. No loud radio, televisions, musical instruments, etc. allowed.
- E. No food or beverages allowed in the pool area without approval from the Board.
- F. All bathers must shower before entering the pool. People with long hair must wear bathing caps.
- G. No reservation of lounges or chairs is permitted at any time. Posted pool signs must be obeyed.
- H. No babies under three (3) years of age or wearing diapers or pampers are permitted in the pool.

39. NO RENTALS OR LEASING PERMITTED.

40. TENNIS RULES AND REGULATIONS

- A. Tennis courts may not be used for any purpose other than the game of tennis. They are for exclusive use of residents and their guests. The word “resident” means a unit owner who at the time of playing shall be residing in a unit of the condominium. Unit owners are limited to three guests only. Invitees may only play while playing with resident or guests.
- B. Bathing attire is not permitted on the courts. Proper tennis shoes must be worn. Men must wear shirts. Food and beverages are not allowed on the court area.
- C. Tennis lessons by paid instructors are not permitted at any time. Players under the age of 12, unless in the company of a player over the age of 18, can only play if no adults are waiting.
- D. Courtesy and consideration for other players must be maintained at all times.
- E. Court time may be reserved by applying to the guardhouse where time sheets will be kept. A reservation will be for one hour only commencing on an hour (and not a half hour) prior to the day in which the reserved hour falls. The time sheets will contain the name of the resident holding the reservation, the date and time of the reservation and the court reserved.

- F. The resident or guest holding the reservation must check in with the guard before entering the court. The resident or guest must check in with the guard upon leaving the court. An owner resident will identify himself or herself to the guard. If there is any doubt by the guard as to identification, the office or a board member will verify. Players must leave the court promptly upon the expiration of the reserved hour, unless the court has not been subsequently reserved.
- G. Notwithstanding the above, any resident or guest who does not check in with the guard within 15 minutes after the commencement of the hour reserved will forfeit his reservation. Any resident or guest may commence to play more than 15 minutes prior to his reserved hour if no other resident is playing on the court reserved, and such resident may continue to play until the expiration of the reserved hour.

41. VIOLATIONS OR RULES (SEE ALSO PENALTIES)

Failure to comply with the rules constitutes a violation which is punishable by a fine or other action, legal or equitable. An owner shall be responsible for all costs and attorney's fees involved.

42. COMPLIANCE BY UNIT OWNERS

Unit owners and occupants shall comply with the foregoing rules and regulations, and any and all rules and regulations which may, from time to time, be adopted by the Board of Directors. Failure of a unit owner or occupant to comply with the foregoing shall subject same to legal remedies including, but not limited to, suits for money damages, injunctive relief, or any combination thereof.

43. SMOKING

Smoking is PROHIBITED in any part of the buildings of the condominium except in private apartments.

44. TOWING AND TRESPASSING RULES

As per The Declaration of Condominium and its Bylaws and lawful rules, no one (guests or family members who have not been approved by the Board of Directors) are allowed to take up residence in any Environ Towers I condominium unit without the benefit of the legal owners simultaneously being in residence.

Any person or persons who fall under the preceding definition, who are illegally residing in an Environ Towers I residential unit are hereby declared trespassers and will be regarded as such.

Any vehicle belonging to a trespasser will be towed as per the 2008 Florida Statutes 715.07 vehicles or vessels parked on private property: (towing).

45. NO FEEDING OF WILD ANIMALS

In accordance with Section 4-2 of the City of Lauderhill Code of Ordinances, no person shall feed or leave foodstuffs for consumption by ducks, pigeons, rodents (including squirrels), or any other wild animal anywhere on the condominium property. A unit owner who violates this rule shall be fined in accordance with Section 37 of these Rules and Regulations.

46. OUTDOOR TERRACES

Pursuant to Article 10 of the Declaration of Condominium, outdoor terraces that are adjacent to ground floor apartments are designated as limited common elements useable only by appurtenant unit owners. A unit owner shall be responsible for the maintenance, care and preservation of the outdoor terrace. A unit owner may not install fencing, screening or other enclosure or barrier about such outdoor terrace areas.

To maintain a pleasing appearance to the exterior of the buildings, and to protect the property of the unit owners and the Association from damage, the following rules apply to such outdoor terraces:

Each outdoor terrace shall be permitted to contain no more than three (3) potted plants, each of which shall be limited to three (3) feet in height.

Each outdoor terrace may be furnished with weatherproof outdoor patio furniture, so long as such furniture does not clutter or obstruct the premises in any manner. Outdoor terraces shall not be used for storage purposes.

All potted plants and patio furniture kept on an outdoor terrace must be brought into the adjacent ground floor unit's screened patio during inclement weather.

Any unit owner who keeps potted plants or patio furniture on an outdoor terrace shall be financially responsible for any and all damage to the property of other unit owners or the Association resulting from failure to comply with subparagraph C above.

A unit owner who violates this rule shall be fined in accordance with Section 37 of these Rules and Regulation. In addition, the Association shall be entitled to physically remove and dispose of any potted plants kept on an outdoor terrace in violation of this rule.

47. PARTICIPATION AT BOARD MEETINGS

Meeting of the Board of Directors may be attended only by unit owners, approved permanent residents, and third parties (such as vendors and contractors) who have been invited by the board to attend the meeting. Unless otherwise provided in these rules, no other person(s) shall be permitted to attend meetings of the Board of Directors. Unit owners shall have the right to speak at board meetings with respect to all agenda items under old business, new business as well as during good & welfare.

Each unit owner shall be permitted to speak in reference to each agenda items for a reasonable period of time that does not unduly prolong the meeting. Each unit owner desiring to speak shall be permitted to do so subsequent to the calling of the agenda item and discussion thereof by board members, but prior to the board's voting upon that agenda item.

Any unit owner shall be permitted to record board meetings by audiotape or videotape, subject to the following restrictions:

- Advance written notice of not less than 24 hours prior to the time of the meeting shall be given to the Association by any unit owner who intends to audiotape or videotape a specific Board meeting.
- No tape recording or videotaping of any meeting shall interfere with or obstruct the meeting, and none of the equipment used for recording shall interfere or obstruct any unit owner's or director's view of the meeting or ability to hear the meeting, or block access to or from the meeting. Extra lighting for videotaping shall not be permitted.
- Anyone recording or videotaping a meeting shall not be permitted to move around the meeting room in order to facilitate the recording or videotaping.
- Any person not authorized to attend a meeting shall be prohibited from attending the meeting or ejected from the meeting. Notwithstanding the foregoing, disabled or handicapped unit owners shall be permitted to be accompanied at any meeting of the Board by one personal aide who provides assistance to the unit owner on a regular basis, on the condition that such aide shall not be permitted to participate at the meeting.
- Any unit owners who fail to comply with these Rules shall be subject to ejection from the meeting. The chairman of the meeting may, in the chairman's sole discretion, give the non-complying person a warning regarding ejection or, depending upon the nature of the non-compliance, call for immediate ejection.

48. INDEMNIFICATION

- A. Every director, officer, employee, and committee member shall be indemnified by the Association against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him or her, in connection with any legal proceeding thereof in which he or she may become involved, by reason of his or her having been an director, officer, employee, or committee member performing services for or on behalf of the Association. So long as the legal proceeding arose out of actions or omissions that took place while such person was acting as a director, officer, employee, or committee member, this indemnification shall apply whether or not that person is still acting in that capacity at the time such legal proceeding is instituted and such liabilities or expenses are incurred. Moreover, this indemnification shall apply in all circumstances unless such person is shown to have acted in bad faith and in a manner that was not reasonably believed to be in the best interests of the Association.
- B. The Association has the power to purchase and maintain insurance on behalf of each and every person who is a director, officer, employee, or committee member (collectively, "covered persons") who performs services for or on behalf of the Association against any liability asserted against such person and incurred by him or her in any such capacity, or arising out of his or her status as such. In the event the Association's insurance carrier(s) declines to defend and indemnify any covered person for any reason whatsoever, the Association will provide legal representation for that person in the legal proceeding instituted against him or her, and will be responsible for paying all legal fees reasonably incurred by that person in defending against the legal proceeding, so long as the covered person cooperates in good faith with the defense of the claims being asserted against him or her.