

**CLUB CARIBE CONDOMINIUM ASSOCIATION, INC.**

5500 NW 61<sup>st</sup> Street

Coconut Creek, FL 33073

Telephone: (954) 725-1103 Fax: (954) 725-8693

Office Hours: Monday – Friday 8:00 a.m. – 4:00 p.m.

Date: \_\_\_\_\_

Unit #: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

1. I was given a copy of the Rules and Regulations of this Association. I understand them and I agree to comply with these rules. If I am in violation of these rules at any given time, I agree to comply immediately upon notification. If I refuse to comply, I agree to pay the fine for each violation.
2. I understand that each condo has a fire sprinkler system as a fire safety. I understand if I tamper with or accidentally break the fire sprinkler system in any way I will be charged for all repairs and costs related. I understand that if the fire alarm horn is sounded out loud in the building I must call 911 and report it immediately.
3. I understand if my guests, family, friends or I cause any damage to the Common Areas of this property I am responsible for the costs related to these damages.
4. I understand I am responsible to pick up after my dog/pet if they make a mess anywhere on this property and I am responsible for the fines related.
5. I understand I must register my vehicle with a valid vehicle registration and driver's license. I understand commercial vehicles are not permitted on this property.
6. I understand I can only install a satellite dish on my patio/balcony, otherwise the dish will be removed by the Association with a fine.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Witnessed By

\_\_\_\_\_  
Date

**RULES AND REGULATIONS  
FOR  
CLUB CARIBE CONDOMINIUM ASSOCIATION, INC.**

**GENERAL**

1. Unit may be used only for single family residential purposes. No Unit may be partitioned or subdivided except in accordance with the provisions of the Declaration of Condominium.
2. The number of people occupying a condominium Unit shall not exceed two occupants per bedroom.
3. Children of a Unit Owner and/or children of a guest under the age of 16 years shall at all times be supervised by their parents or the Unit Owner they are visiting. All children under the age of 16 years shall not be permitted to loiter in stairways, sidewalks and all common areas.
4. Employees of the Association may not be sent by Unit Owners for personal errands. The Board shall be solely responsible for supervising Association employees.
5. No commercial or business purpose shall be conducted or solicited in any Unit. The Association may want to make an exception for use as a home office as long as the use does not create any nuisances, increase any insurance rates, cause any increased traffic or otherwise interfere with the rights, comforts or conveniences of other residents.

**MOVING, CONSTRUCTION, VENDORS**

6. No Unit Owner may schedule the moving of furniture into or out of the Condominium unless the move has been scheduled with the Association, as the case may be, in order to assure availability of parking and access.
7. Any and all alterations, remodeling or modifications to the interior of the Units must have prior written approval from the Board and, if required, proper permits must be obtained and a copy must be provided to the Association along with the vendors License and Certificate of Insurance.
8. Any and all such work performed by a vendor and/or a contractor, including the moving of furniture or furnishing into or out of the Condominium, must be done solely between the hours of 9:00 a.m. to 6:00 p.m. Monday through Friday and Saturday between the hours of 9:00 a.m. to 4:00 p.m.
9. All Unit Owners shall be liable for any and all damages resulting to the Condominium Property caused by receiving deliveries, moving or removing furniture or other articles to and from their individual Units, and any damage caused to the Condominium Property by any vendor and/or contractor that was hired by the Unit Owner.

**BUILDING, PATIOS, COMMON AREAS**

10. The exterior of the building and all areas appurtenant to the Condominium shall not be painted, decorated or modified by any Unit Owner in any manner without the prior consent of the Association which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
11. The sidewalks, catwalks, entrances, passages, fire exits, patios, stairways and like portions of the Common Elements or Limited Common Elements shall not be obstructed and shall not be used for any purpose other than ingress and egress; nor shall carts, carriages, bicycles, chairs, tables, floor mats or any other similar objects be stored therein. Patios shall only contain patio furniture.
12. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the building except as shall have been approved by the Association which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. Notwithstanding the forgoing, the Association shall not refuse the installation of hurricane shutters conforming to the specifications adopted by the Association.
13. No sign, advertisement, notice or other lettering, except signs used by developer, shall be exhibited, displayed, inscribed, printed or affixed in, on or upon any part of a Unit which may be seen from the Common Elements.
14. Patios shall only contain patio furniture, plants and bicycles. The personal property of Unit Owners must be stored in their respective Units. No trash, rubbish, garbage or debris shall be kept or placed in any patio or deck area.

15. Cooking shall be allowed only in the kitchen of each Unit and within those Common Elements of the Condominium Property which are designated by the Board for such use. No cooking shall be permitted on any Unit terrace, balcony or walkway or on any portion of the Condominium Property provided, however, that BBQ grills may be allowed in such areas and in such designated times as designated by the Board.
16. BBQ grills may be allowed only in designated picnic area between 11:00 a.m. to 9:00 p.m. Monday through Sunday.
17. All patios and balconies shall be kept in an orderly, clean and sanitary fashion at all times. Consistent with the foregoing, the placement of any chairs, benches and tables on same shall be of such a number, nature and type as are customarily used for leisure purposes and in all cases subject to the Boards prior written approval. No other goods, materials, awnings, fixtures, paraphernalia or the like are to be affixed, placed or stored on said decks or balconies except with the Boards prior approval provided, however, nothing herein shall prevent any Unit Owner from displaying one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day may display in a respectful way portable, removable official flags not larger than 4 1/2 feet by 6 feet that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard regardless of any declaration rules or requirements dealing with flags or decorations.
18. No signs, pictures, banners, posters or other objects of any nature shall be displayed from, affixed to or painted upon a Unit or the Common Elements provided, however, nothing herein shall prevent any Unit Owner from displaying one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day may display in a respectful way portable, removable official flags not larger than 4 1/2 feet by 6 feet that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard regardless of any declaration rules or requirements dealing with flags or decorations.
19. A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the roofs exterior walls, patios, patio walls and fences or fence gates, doors, balconies or windows of the buildings, nor shall any Unit Owner screen or otherwise enclose his balcony or patio provided, however, nothing herein shall prevent a Unit Owner from displaying one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day may display in a respectful way portable, removable official flags not larger than 4 1/2 feet by 6 feet that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations.
20. No antenna or aerial maybe erected or installed by a Unit Owner on the roof or exterior walls of the buildings. If same is erected or installed it may be removed without notice by the Board at the cost of the Unit Owner installing same. Citizens band and ham radio installations shall be prohibited.
21. No garbage cans, supplies or other articles shall be placed in or on the patios, balconies, walkways or stairwell landings nor shall any linens, blankets, clothing, curtains, rugs, mops or laundry of any kind or other articles be shaken or hung from any of the windows, doors, patios or balconies. No visible clothes lines or other outside facility for drying or airing clothes shall be erected.
22. No cloth, clothing, rugs or mops shall be hung open or shaken from windows or doors. No Unit Owner shall permit anything to fall from a window or balcony of a Unit or sweep or throw from the Unit any dirt or other substance into any of the sidewalks, patios or Common Elements.
23. Unit Owners shall not throw cigars, cigarettes or any other objects from windows or doors. Unit Owners shall not allow anything to be thrown or to fall from windows or doors. No sweepings or other substances shall be permitted to escape to the exterior of the building from the windows or doors.
24. Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of windows. No objects shall be hung from window sills.
25. No drilling of floors, patios, exterior walls or ceilings is allowed for attachment or hanging of any material, including without limitation planters and hammocks without the Board's prior written approval.
26. No Unit Owner may install or permit to be installed any window air conditioning Unit in their Unit or in the Common Elements without the Board's prior written consent.
27. No Unit Owner shall attach any film or sun reflective device or matter to the glass windows and glass doors of a Unit except with the Boards prior written consent.

## **GARBAGE**

28. All garbage must be deposited in bags with all other refuse in areas designated for such purpose. Do not place items outside the dumpster cans.
29. All construction materials and bulk items shall not be deposited in the Condominium dumpsters and shall be removed from the Condominium Property at the Unit Owner's expense.

## **MOTOR VEHICLES, MOTORCYCLES, BICYCLES, SKATEBOARDS**

30. No motor vehicle which cannot operate on its own power shall remain on the Condominium Property for more than forty-eight (48) hours.
31. No vehicle(s) shall be repaired on the Condominium Property.
32. No commercial trucks, trailers, mobile homes, vans, campers, buses, motorcycles or boats or similar vehicles shall enter the Condominium Property and/or be parked on the Condominium Property except vendors on service call.
33. A Unit Owner must remove all advertisement banners and all equipment located on his vehicle before entering the Condominium Property.
34. No boats, rafts, canoes or other similar craft shall be allowed on the Condominium Property.
35. Bicycle riding and skateboarding shall be permitted only on the Condominium roadways.
36. All motorcycles must park in a designated parking space and must be equipped with functioning mufflers.
37. No vehicle(s) shall be covered unless the plate number and parking sticker are visible.
38. All vehicles must park "head in."
39. No car washing shall be allowed on the Condominium Property using community water.

## **NOISE**

40. No Unit Owner shall make or permit any disruptive noises or noxious fumes in the buildings or permit any conduct of any persons that will interfere with the rights, comforts or conveniences of other residents.
41. No Unit Owner shall play or permit to be played any musical instrument or operate or permit to be operated a phonograph, television, radio or sound amplifier in their Unit, porch, balcony or patio in such a manner as to disturb or annoy other residents.
42. Radios, televisions and other instruments which may create noise should be turned down to a minimum volume between the hours of 9:00 p.m. and 9:00 a.m. Monday through Sunday. All other unnecessary noises such as moving furniture, slamming doors between these hours should be avoided.

## **OTHER**

43. No Unit Owner shall permit any condition to exist which shall induce, breed or harbor plant diseases or noxious insects.
44. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit, balcony or patio except as maybe required for normal household or permitted business use.
45. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
46. Hurricane Shutter Procedure: Each building is equipped with hurricane shutters to cover all glass openings. They are located on the second floor of each hallway in the locked closet. When we receive a hurricane watch the closets will be unlocked. Each Owner/Resident is responsible for installing shutters on their Unit. There are screws for the shutters in the required areas. If additional screws are needed they will be available at the office.

The Unit Owner shall commence installation of the shutters upon issuance of a hurricane watch and shall have completed installation upon issuance of a hurricane warning. Hurricane shutters may not be installed prior to the issuance of a hurricane watch. Hurricane shutters shall be removed within three (3) days of the lifting of the hurricane watch, warning or the passing of the storm. The hurricane shutters shall be stored in the appropriate closet.

Each occupant that plans to be absent from their Unit during the hurricane season must prepare their Unit prior to departure by:

1. Removing all furniture, plants and other objects from their patio(s) and balcony
2. Designating a responsible firm or individual to install, remove and store the hurricane shutters and to care for their Unit during their absence in the event the Unit is damaged
3. Furnish the Secretary of the Association with the name and contact information of such firm or individual

### **PETS**

47. No pet or animal shall be maintained or harbored within a Condominium Unit that would create a nuisance to any other Unit Owner. No animal or bird shall be allowed to make an unreasonable amount of noise that would constitute a nuisance. A determination by the Board of Directors that a pet or animal maintained or harbored within a Condominiums Unit is creating a nuisance shall be conclusive and binding upon all parties.
48. No pet or animal shall be left unattended on balconies or in lanai areas.
49. A pit bull or other breed considered to be dangerous by the Board of Directors shall not be allowed to be kept in any Unit, without the Board of Directors prior written approval.
50. Pets shall not be permitted outside of their owner's Unit unless attended by an adult and on a leash not more than six (6) feet long.
51. Pets shall only be walked or taken upon those portions of the Condominium Property designated by the applicable Association or entity governing same from time to time for such purposes.
52. Unit Owners shall pick up all solid wastes from their pets and dispose of same appropriately.
53. Each Owner shall be responsible for all damage caused by his/her pet to the Condominium Property and shall be solely for any personal injury, death or property damage resulting from a violation of the foregoing and shall fully indemnify and hold harmless the developer and the Association in such regard.
54. A violation of the provisions of this section ("Pets") shall entitle the Association to all of its rights and remedies including but not limited to the right to fine any Owners (as provided in the By-Laws and any applicable Rules & Regulations) and/or to require any pet to be permanently removed from the Condominium Property.

### **FEES, CHARGES, COSTS AND ATTORNEYS FEES**

55. Those Unit Owners who violate these rules shall be responsible for all costs incurred by the Association, including court costs and a reasonable attorney's fee, in the process of rectifying the non-compliance. These costs shall also include the removal of all articles, vehicles and substances from the Condominium Property which were placed thereon in violation of these rules. No fine, cost, charge or attorney's fee shall be incurred by any Unit Owner without the accused Unit Owner having been afforded the rights and benefits hereinafter set forth.
56. The Association shall provide reasonable notice and an opportunity for a hearing before levying a fine against the Owner of the Unit or its occupant, licensee or invitee for failure to abide by any provision of the Declaration, the Association By-Laws or Rules of the Association. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The party against whom a fine is sought to be levied shall be afforded an opportunity for hearing 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 provisions of the Declaration, Association By-Laws and/or Association Rules which have allegedly been violated
  - c) A short and plain statement of the matters asserted by the Association

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written and oral testimony on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

The Association may levy reasonable fines against a Unit for the failure of the Owner of the Unit or its occupant, licensee or invitee to comply with any provision of the Declaration, the Association By-Laws or reasonable Rules of the Association. No fine will become a lien against a Unit. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing provided that no such fine shall in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied Units.

ADOPTED AND APPROVED on the \_\_\_\_\_ day of \_\_\_\_\_, 2017

CLUB CARIBE CONDOMINIUM ASSOCIATION, INC.  
Florida Not-for-Profit Corporation

By: \_\_\_\_\_

\_\_\_\_\_, Secretary