

**INTRACOASTAL TOWER CONDOMINIUM ASSOCIATION, INC.**

● 1505 N. Riverside Drive Pompano Beach, FL 33062 ●

**RULES AND REGULATIONS**

## **SECTION A – GENERAL**

1. Condominium living requires that each owner regulate the occupancy and use of his apartment so as not to disturb unnecessarily any other owner or occupant.
2. All apartment owners and lessees shall be governed by and shall comply with the terms of the condominium laws of the State of Florida, the Declaration of Condominium, the Association Bylaws, and these Rules and Regulations. In case of conflict between the condominium laws of the State of Florida, the Declaration of Condominium, the Bylaws, and the Rules and Regulations, the Statutes of Florida shall govern first, then the Declaration of Condominium, and so forth.
3. Owners and lessees are to be responsible for guests being aware of and complying with the Rules and Regulations of Intracoastal Tower Condominium Association.
4. Infrequent short term use of an apartment by a guest or guests of an absentee owner is permissible. However, the owner must submit a letter to the Board in advance advising the names of the guests, together with arrival and departure dates, and the owner will be responsible for entrance keys. A form for the registration of guests is available at the condominium office.
5. It is expected that we shall be considerate of our neighbors, and refrain from creating noise or loud sounds, particularly between 11:00 PM and 9:00 AM.
6. FIRE: Fire alarm pull stations and fire extinguishers are located at either end of the hallways near the stairwells. The fire alarm system is connected to the Fire Department. Those occupants with mobility or other issues who may need assistance in the event of an emergency are urged to register with the Association's office, so that their names can be placed in the Knox Box to inform the Fire Department. Fire regulations dictate that the fire rated apartment doors to the hallways are not to be left open, and that nothing that might become a trip hazard or any other impediment to exit in the event of an emergency are left in the hallways. In the event of a fire, do not use the elevators.
7. All owners share in the cost of electricity and water usage throughout the common areas. We should practice economy in their usage.
8. Owners and their guests are urged to make sure when entering or leaving the building that the exterior doors are closed securely. They are not to open doors to persons

indiscriminately – proper credentials must be furnished, or the person or persons must be known as persons who are entitled to enter the building. Guests using the intercom system at the front door may be admitted by pressing 0 on your phone, and waiting to permit entry before hanging up.

9. No solicitation of any type will be permitted at Intracoastal Tower except by previous appointment with a resident.
10. The Association is responsible for the maintenance of the common areas of the property and the grounds. This includes but is not limited to the hallways, laundry rooms, the 3<sup>rd</sup> floor rec room, the 2<sup>nd</sup> floor gym and pool room, the lobby, the elevators and elevator landings, the docks and seawall, the garages, the pool, the pool deck, the driveway, the stairwells, the roof, the exterior of the building including the balconies, the grounds, and the common area elements within the walls of the individual units such as drywall, plumbing, ductwork, other mechanical and electrical. No improvements may be constructed on the interior or exterior of the building or the land upon which it is located without the prior consent of the Association. This shall include but is not limited to painting, puncturing, or hanging items in hallways or other common areas, drilling holes in balcony, pool deck, or garage floors, painting the hallway side of unit doors or exterior balcony walls, or constructing or attaching to the exterior of the building or in the garages items such as awnings, windows, doors, screens, jalousies, walls, or any other improvement.
11. Hurricane shutters may be installed if they comply with the specifications adopted by the Board of Directors. These specifications shall include color, style, and other factors deemed relevant by the Board. Approval by the Board of Directors is required prior to the installation of storm shutters. Sun shades are not hurricane shutters. In the event of a hurricane, sun shades must be raised to prevent damage to the subject unit and any surrounding units.
12. Carpeting on all balcony floors is prohibited after May 1, 1993. It has been determined that the carpeting eventually causes concrete deterioration and reinforcing rod corrosion. Tiling of balcony floors with ceramic tile by a licensed and approved contractor is permitted.
13. It is recommended that individual unit hot waters heaters be replaced every ten years. Due to the electrical requirements and City of Pompano Beach guidelines, tankless hot are not permitted in individual units. For similar reasons, individual unit owners

wanting a washer and dryer in their unit may only install a ventless, all in one washer and dryer unit. All water heaters and washer/dryers must be permitted and installed by a licensed and insured plumbing contractor.

14. Smoke detectors are installed in all units. Each unit is required to have one hardwired smoke detector, and one (for one bedroom units) or three (for two bedroom units) battery back-up smoke detectors. The smoke detectors are located on the inside and outside of each bedroom. The unit owner is responsible for maintaining the smoke detectors in good working order. The smoke detectors cannot be turned off.
15. Each unit is equipped with a fire sprinkler system. The unit owner is responsible for protecting the elements of the sprinkler system in their unit at all times especially during any construction or remodeling to prevent damage to or causing a leak in the system. The unit owner will be responsible for any damage caused by puncturing pipes with nails, rendering sprinkle heads ineffective with paint or drywall mud or debris, etc. The cost of the repairs, including any draining of the system to complete these repairs, will be the responsibility of the unit owner.
16. Each unit is equipped with a fire alarm system and speakers. The unit owner is responsible for protecting the elements of the fire alarm system in their unit at all times especially during any construction or remodeling to prevent damage to or setting off the system. The unit owner will be responsible for any damage caused to the system, and/or the cost to reset the system if it is set off accidentally.
17. Since it is required to maintain uniformity of the appearance of the outside of the building, the tinting of windows shall be restricted to those shades approved by the Board.
18. Since roof space is limited, any air conditioning unit replaced shall be limited to dimensions not exceeding 27" wide x 27" long x 28" high. Any deviation from this will require Board approval.
19. Maintenance fees are due and payable on the first day of each month. Payments not received within fifteen (15) days after the due date shall be subject to a late charge of five (5) percent plus eighteen (18) percent per annum until paid.
20. An extra key to your apartment must be on file in the condominium office. Also, car keys for vehicles left for an extended time during an absence must be on file in the

office. Keys will be kept in locked files in the office, and are to be available in the event of an emergency.

21. Owners who are absent from their apartments for two or more weeks must notify the office of their departure date and approximate period of absence. Owners departing for the hurricane season must secure their property, removing all furniture and other items from balconies, and closing windows and hurricane shutters. Residents departing for any prolonged period of time must shut off the main water valve for the unit. If the air conditioning is left on, please be sure that the drain overflow hose has been cleaned out to prevent overflow from a clogged line.
22. ENTRANCE KEYS: Medeco keys are available only to unit owners or residents with prior background checks. Any unit owner selling their apartment must agree to return all keys to the Board as a condition of sale. Keys will be issued to the new owner following the sale. The office may supply a temporary key to an owner in residence for use by a guest. To obtain this key, the owner must complete a form available in the office giving the name and address of the visitor, the date the key is required, and the date it is to be returned. There is a \$150 refundable deposit for this key. Owners will be responsible for the return of the key on the specified date. In the event the key is not returned, the deposit will be forfeited, and the owner may be subject to additional fines and penalties. Medeco keys cannot be given to any contractor or realtor.
23. SERVICE ELEVATOR: When a resident is moving in or out, or has deliveries or large items such as a refrigerator, etc., the office must be notified a minimum of 48 hours in advance so that the padding can be put up in the service elevator. The service elevator is the only elevator to be utilized for this type of activity. Moving requiring the use of the service el is permitted Monday through Saturday from 8:00AM to 5:00 PM. At no time should the lobby door be used for any moving.
24. All internal common areas are "NO SMOKING" areas.
25. The front entrance to the Lobby shall not be used when coming and going from the beach. Please use the south side entrance from the garage.
26. Walking barefoot in the common areas is prohibited with the exception of the pool deck, finger docks, and 2<sup>nd</sup> floor showers.

27. The hurricane shutters on the East fire tower are to REMAIN OPEN AT ALL TIMES except in the event of a hurricane.
28. There is a gas barbeque grill available for use on the pool deck. Gas and charcoal barbeque grills are prohibited from balconies, individual units, and all other common areas. Gas bottles and compressed air tanks are also prohibited in the individual units and common areas. There is an area for storage of compressed air tanks by the first floor bicycle room in the garage. This area is available on a first come first serve basis.
29. Each unit has a designated storage locker in their floor's laundry room for the storage of personal property other than those items identified in item 27 above. Additionally, there are storage lockers in the first floor workshop that are available on a first come, first serve basis. Unlike the laundry room lockers, these lockers are not transferrable with the unit in the event of a sale. Storage of personal items is not permitted in any other common area including the garages, laundry room closets, stairwells, hallways, etc. Items left in common areas will be removed by the Association.

### **SECTION B – LAUNDRY**

1. Rules and regulations pertaining to the operation of the washer and dryer are posted in the laundry rooms.
2. Washers and dryers are not to be operated before 8:00 AM after 10:00 PM except under unusual circumstances.
3. Owners and guests must leave the laundry room and equipment in clean condition. Please measure all detergents. Suds will back up in the drain in the garbage room.
4. Do not overload the machines by putting in heavy rugs, bedspreads, etc.

### **SECTION C – SANITATION**

1. All trash, garbage, or refuse shall be placed in closed plastic bags before being deposited in the garbage chute.
2. Newspapers and magazines must be placed on the floor next to the chute in the laundry room where they will be picked up. Boxes are to be cut down, flattened, and deposited in the dumpster in the ground floor trash room on the north side of the building. Residents are responsible for the disposal of appliances, furniture, carpeting, and other bulk items. These items cannot be dumped on the property. Residents doing so may be subject to removal costs and fines.

3. Bottles etc. should be deposited in containers located in the laundry room next to the trash chute.
4. Residents should refrain from depositing trash in the garbage chutes before 8:00 AM and after 10:00 PM so residents living near the chutes will not be disturbed.
5. Urns provided by the entrance doors and pool area are to be used to dispose of cigarettes and cigars. No smoking is permitted in the elevators.
6. No discharge of sewage, chemicals, paint, or other waste is permitted into waterways.
7. Laundry, rugs, or other articles shall be hung indoors. No articles are to be hung from railings, in the stairwells, or any outside area at any time.

#### **SECTION D – POOL AND DECK**

1. **ANYONE USING THE POOL DOES SO AT THEIR OWN RISK. DIVING IN TO THE POOL IS PROHIBITED.** The Association's Florida State permit has classified this pool as a "No Diving Pool."
2. Pool hours are 8:00 AM to 10:00 PM.
3. Owners are responsible for the actions of their guests, children, or tenants. All are required to keep noise at a minimum.
4. Guests of owners may not invite others to use the pool.
5. Children between the ages of four and twelve must be accompanied by an adult. Infants and children under the age of 4 if not toilet trained, must wear waterproof/pool diapers. No rafts, toys, scuba fins, or snorkels are permitted. Young children are permitted to wear life saving devices.
6. ALL PERSONS MUST SHOWER and remove suntan lotion before entering the pool. There is a shower located at pool side.
7. For insurance, sanitation, and personal safety reasons, there shall be no metal or glass containers used in the pool area at any time.
8. No food or drinks are permitted in the immediate pool area.
9. Any person with skin rashes, abrasions, open cuts, or communicable diseases is not permitted in the pool.
10. When entering or leaving the pool area, cover ups and foot covering must be worn.
11. Managers, Directors, or Owners are authorized to request residents and guests to observe these rules. Repeated infractions will be referred to the Board of Directors for action. Pool privileges may be withdrawn from persons who fail to abide by these regulations.
12. There is a gas barbeque at the west end of the pool deck. Turn off the gas after use, and clean the grids.

13. Shuffle board equipment is stored in the 3<sup>rd</sup> floor recreation room closet, and is to be returned there.

## **SECTION E – BOAT DOCKAGE**

1. Only residents at 1505 N Riverside Drive Pompano Beach, FL 33062 (Intracoastal Tower) shall be permitted to rent dock space for their boats. **This is NOT a public dock.** Nonresidents, including but not limited to family and friends of residents, cannot tie up to or dock in slips, and cannot drop off or pick up from slips.
2. In an owner's absence, someone in residence at Intracoastal Tower must take responsibility for his boat, as no outside person will be allowed on the docks.
3. In the event of the threat of an oncoming category 3 or greater hurricane, all boats must be removed from slips. Boats cannot be stored on trailers on Association property.
4. A part-time resident will remove his boat before leaving Intracoastal Tower.
5. Dock assignments shall be made by the Board of Directors on a first come first serve basis.
6. No boats in excess of 30 feet shall be permitted.
7. A boat owner who wishes to rent dock space must sign a "Release and Hold Harmless Agreement – Dock Space", and also submit a copy of the relevant title, registration, and insurance policy to the ITCA office.
8. Boat owners are responsible for keeping their slips, finger piers, and dock areas clean at all times.
9. No discharge of sewage or other waste shall be permitted into the waterways.
10. No one shall be permitted to live aboard any boat docked at the condominium docks.
11. There is no fishing permitted from the docks.
12. Appropriate charges will be made by the Board of Directors against boat owners to defray the expenses in the operation and maintenance of the docks.
13. Any resident not current with all Association fees, or in any other way not in good standing with the Association, or who is in violation of these or any other rules and regulations of the Association may lose their right to rent a boat slip.

## **SECTION F – PARKING**

1. Only passenger automobiles will be allowed in the garages except for service or delivery. Parking of personal trucks and motorcycles is allowed in designated areas on the North side parking area of the building. Parking of boat trailers, camping trailers, and commercial vans and trucks is prohibited on the grounds. Non-resident vehicles are not to be parked in the garages. No resident or guest vehicles are permitted to park in the



- two Special Delivery/Service spaces. These are reserved for service vehicles and residents moving in/out.
2. All residents have one assigned under cover space in the garage. Residents having more than one car have the option of renting a space under cover for the additional car. The number of rental spaces is limited. These spaces are allocated on a first come first serve basis.
  3. Residents electing not to rent a space or, if rental spaces are not available, will not be allowed to use a guest spot, even temporarily.
  4. In order to avoid embarrassment to guests, it is requested that each resident notify the office when they have guests for periods exceeding 3 days. Use of guest spaces by bona fide guests must of necessity be limited to one month.
  5. Spaces, when available, may be rented for periods of less than one year at a monthly rate. Normal rentals are on an annual basis.
  6. Your parking space was assigned at the time of purchase of your unit. No other person may use it without written authorization from you. Guests with the unit owner's written authorization to use their space must come to the Association's office to get a parking permit to put on their dash. If these rules are not followed, the guest vehicle may be towed.
  7. Assigned parking spaces must be kept in good repair and clean condition. The Association will inspect parking areas on a regular basis. Owners will be notified of spaces needing cleaning, and the Association has the right to have such spaces cleaned, and assess the owner a cleaning fee. Any owner guilty of repeat violations will be denied further parking privileges until the violation(s) have been corrected.
  8. The speed limit in the garage is five (5) miles per hour.

## **SECTION G – RECREATION**

1. The use of all of the recreation facilities shall be regulated from time to time by the Board of Directors.
2. Additional regulations shall include such regulations as are necessary to comply with the laws of the State of Florida. Such additional rules shall be mailed to the unit owners upon the adoption of same by the Board of Directors.
3. Use of the social lounge and kitchen (the 3<sup>rd</sup> floor "Rec Room") must be arranged through the Board of Directors. The user is responsible for any damage, and must return the room in clean order. There is a \$100 refundable cleaning fee. The rec room is available for use by all owners (i.e. not available for exclusive use) on weekends (Friday-Sunday) and holidays.
4. Chairs and lounges shall not be taken from recreational areas for personal use.

5. The 2<sup>nd</sup> floor pool room and gym may be used from 8:00 AM until 10:00 PM. Pool cues must be replaced in the rack, and the room is to be left in orderly condition. Children under the age of 12 must be accompanied by an adult in the pool room and gym.
6. The bicycle room on the ground floor of the garage and the gated rack area on the 2<sup>nd</sup> floor of the garage are available for bicycles on a first come, first serve basis.

## **SECTION H – INDIVIDUAL APARTMENTS**

1. No apartment owner may dispose of an apartment or interest therein, by sale or lease, without prior approval of the Association, except to another apartment owner within the building.
2. No realtor shall be given the Medeco key to the building.
3. Lock boxes are permitted on the unit door only. Lock boxes are not permitted in any other common area, or on the exterior grounds of the building.
4. Open houses are not permitted. The unit owner or agent may schedule a Broker's open house after coordinating with the Board of Directors regarding the date, time, and the names of Brokers/attendees who have confirmed via RSVP their attendance at the event.
5. An apartment owner intending to make a bona fide sale or a bona fide lease of his/her apartment shall give written notice to the Association of such intention, together with the name and address of the proposed purchaser or lessee, together with such information as the Association may require.
6. One week's notice shall be given by an owner or his/her agent to the Board of Directors of intent to submit application and request an interview meeting.
7. After the application is submitted, and a background check is successfully completed, a personal interview of the applicants will be conducted. At least 2 Board members will be present during this interview.
8. A Certificate of Approval for an apartment sale, signed by the President and the Secretary of the Association, shall be given to the owner or his agent.
9. The lease of less than an entire apartment is prohibited. No unit may be leased for less than 4 months, and not more than 12 months. Renewal leases are to be furnished to the Association on annual leases. Not more than 25% of the units in the building can be rented (including both annual and seasonal rentals) at any time. Once the 25% threshold has been reached, any owner wanting to rent their unit can make written application to the Association office, and will be placed on a waiting list where the ability to rent will be on a first come, first serve basis per the list. If a unit currently rented is sold, that unit is not grandfathered as a rental. The new owners must follow the rental rules as stated above.

10. The Board of Directors shall act upon all applications without delay, and render a decision no later than THIRTY DAYS after meeting with the prospective buyer or lessee. Any expenses incurred in connection with checking application shall be reimbursed to the Association by the owner.
11. A lessee shall abide by the Rules and Regulations just as though they were an owner. They shall advise their guests of the Rules and Regulations, and be responsible for their compliance. These factors shall have an influence in the Board's decision in the renewal of a lease.
12. A copy of the purchase or lease agreement shall be attached to the application, along with a check in the amount of \$100 per applicant, or \$100 for a married couple, to cover reasonable expenses incurred in processing the application. This will serve as notice to the Association of intent to sell/lease.
13. Owners are to be held responsible for the actions of their lessees and/or guests, and shall be liable for any damage in the common areas.
14. Owner(s) who knowingly, willfully, violate any aspect of Intracoastal Tower Condominium Association, Inc. rental policies will face potential fines from the Association, and will lose their right to rent their unit in the future.

## **SECTION I – INSURANCE**

1. It is required that each apartment owner shall carry adequate Fire and Extended Coverage insurance on their apartment. A certificate of insurance for an individual apartment will be given to the Association annually. This certificate must list Intracoastal Tower Condominium Association, Inc. as certificate holder.
2. The Association carries insurance to protect only the interests of the Association. Individual owners are to carry insurance on the furnishings and interior of apartments.
3. The liability insurance carried by the Association does not cover the individual for accidents which may occur in individual apartments, or damages resulting to adjoining apartments from such problems which originate within another apartment such as water seepage, defective air conditioner, etc.
4. Any construction work done in individual apartments will follow all permitting requirements, and will be done by licensed and insured contractors. A copy of the contractor's certificate of insurance for both general liability and workers compensation shall be given to the Association listing Intracoastal Tower Condominium Association, Inc. as certificate holder and additional insured. Days and hours for construction activity are Monday through Saturday, 8:00 AM to 6:00 PM. No work is allowed on holidays.

## **SECTION J – VISITING CHILDREN**

1. Visiting children shall be restricted from playing in the stairwells, walkways, unnecessarily riding up and down in the elevators, or in any way interfering with the comfort of the residents. The above is strictly the responsibility of parents or residents with whom the children are visiting.
2. Minor children shall be accompanied/supervised by an adult at all times.

## **SECTION K – PETS**

1. With the legal exception of service or emotional support animals as defined by law, no resident is allowed to have a pet. Also, no visitor's pets are allowed in the building.
2. Appropriate paperwork shall be submitted to the Board of Directors by any current or potential resident with a service or emotional support animal.
3. Emotional support animals are not allowed in the common areas except to exit the building through the 1<sup>st</sup> or 2<sup>nd</sup> floors. While in the common areas to exit the building, any emotional support animal must be crated or contained in a similar manner.
4. The Association will take action if necessary against the owner of any emotional support animal that becomes a nuisance or a detriment to the peaceful enjoyment of the property by other residents to remove the animal.