

**NORTHLAKE CONDOMINIUM ASSOCIATION, INC.**  
***“A Beautiful Waterfront Community”***

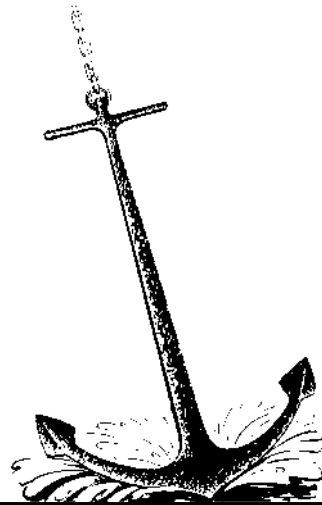
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**RULES AND REGULATIONS**



***Rules 1.9 BOD Adopted  
30 June 2016.Doc***  
*Supersedes rules prior to this revision*

## Table of Contents

<b>Section</b>	<b>Page</b>
<b>1. UNIT OCCUPANCY</b> _____	<b>3</b>
<b>2. SALE OF UNITS</b> _____	<b>4</b>
<b>3. RENTAL OF UNITS</b> _____	<b>4</b>
<b>4 BUILDINGS AND GROUNDS</b> _____	<b>6</b>
<b>5 HARD SURFACE FLOORING IN SECOND AND THIRD FLOOR UNITS</b> _____	<b>7</b>
<b>6 COMMON AREAS</b> _____	<b>8</b>
<b>7 PETS</b> _____	<b>8</b>
<b>8 BOATS, BOAT SLIPS AND DOCKS</b> _____	<b>9</b>
<b>9 SWIMMING POOL</b> _____	<b>9</b>
<b>10 VEHICLES</b> _____	<b>10</b>
<b>11 LEGAL ACTION</b> _____	<b>12</b>
<b>12 MISCELLANEOUS</b> _____	<b>13</b>

## 1. UNIT OCCUPANCY

- 1.1. Definition of immediate family member; Husband, Wife, Son, Daughter, Father, Mother, Brother, Sister) of the unit owner(s), prospective purchaser(s) or legitimate lessee.
- 1.2. Each Northlake Condominium, hereinafter referred to as NLC, residential unit i.e. apartment, shall be occupied and used by a family, its servants and guest, *as a single-family residence only*.
- 1.3. No home industries or pedestrian businesses allowed.
- 1.4. Each owner and lessee shall be responsible for maintaining his or her apartment in a clean and sanitary condition.
- 1.5. Guests of the unit owner may occupy a unit under the following conditions;
  - 1.5.1. In the absence of the unit owner, a guest as an immediate family member may occupy the unit after presentation of written permission from the unit owner to the Board of Directors, hereinafter referred to as BOD, prior to arrival at the condominium. Stays that will exceed thirty (30) days in a calendar year will require completion of a screening application per individual, application fees and approval by the screening committee and BOD
  - 1.5.2. Guests as non-immediate family members may visit and temporarily reside in a unit with the owner in attendance, the stay shall not exceed a maximum of thirty (30) days in a calendar year.
  - 1.5.3. Unit occupancy by unattended non-family member guests of unit owner(s) may occupy the unit after presentation of written permission from the unit owner to the BOD prior to arrival at the condominium and approval by the BOD. The stay is limited to a maximum of thirty (30) days per calendar year.
- 1.6. Guests of the unit lessee may occupy a unit under the following conditions.
  - 1.6.1. In the absence of the approved lessee, a guest as an immediate family member of the lessee may occupy the unit after presentation of written permission from the owner of the unit to the BOD and complete a screening application, pay screening application fees. Approval of lessees by the screening committee prior to arrival at the condominium required, such occupancy not exceed a maximum of thirty (30) days in a calendar year.
  - 1.6.2. Guests as non-immediate family members may visit and temporarily reside in a unit with the lessee in attendance. The stay is limited to a maximum of thirty (30) days per calendar year.
  - 1.6.3. Non-immediate family member guests may not reside in a unit that is not attended by the approved lessee without written permission to the BOD from the unit owner and completion of screening application per individual, pay screening application fees, and be approved by the screening committee and BOD prior to arrival at the condominium.
- 1.7. Unit owners and lessees shall be financially responsible for any damage to common elements by actions and conduct of themselves, relatives, and guests.
- 1.8. Unit owners and lessees shall make their guests aware of the NLC "Rules and Regulations" and unit owner(s) held accountable for guest conduct and behavior.
  - 1.8.1. Guests expected to abide by the NLC "Rules and Regulations".
- 1.9. NLC is not a hotel, motel or time-sharing condominium.

- 1.10. Owners, lessees and guests shall limit any noise, which will disturb or annoy the occupants of any apartment. Quiet hours should coincide with the Village of North Palm Beach construction disturbance laws, which limit noise from; 6:00 p.m. to 8:00 a.m., except Sunday which is until Noon
- 1.11. Weekend moving shall be limited to daylight hours only, unless written approval obtained in advance from the BOD.

## **2. SALE OF UNITS**

- 2.1. A real estate information sheet for Northlake Condominium may be downloaded from our website: [www.northlakecondo.info](http://www.northlakecondo.info)
- 2.2. Sale of units subject to the following guidelines, see also Northlake Condominium By-laws, Article (unrevised numbering) XI, Acquisitions of Units;
  - 2.2.1. There shall be a limit of three persons per apartment.
  - 2.2.2. If the purchaser is a corporation, the approval of ownership by the corporation conditioned upon requiring that the BOD also approve all persons occupying the unit prior to occupancy, following requirements of the "Sale of Units" section.
  - 2.2.3. No unit owner may dispose of an apartment or any interest therein by sale, without prior written notice to the BOD.
  - 2.2.4. The owner in writing must notify any Realtor engaged to sell any of the units that a condition of sale is approval of such purchaser(s) by the BOD.
  - 2.2.5. Realtors that are acting as sales agents for owners must at the time of their appointment register with the secretary of the BOD and state which unit shown.
  - 2.2.6. All non-related persons that will be on the property deed, regardless of their familial relationship (husband and wife may apply on same application), must each complete screening application and submit same along with a non-refundable screening fee for each applicant to the BOD appointed screening committee.
    - 2.2.5.1 Non--Immediate family members (see definition of family members at paragraph 1.1) that will reside in the purchased unit, regardless whether they are on the deed or not are required to submit a screening application and non-refundable screening fee. Download screening applications from our Website: [www.northlakecondo.info](http://www.northlakecondo.info)
  - 2.2.7. It is the selling unit owners responsibility to insure that potential purchasers are given a copy of the latest revision of the "Rules and Regulations", Declaration of Condominium, Bylaws, Covenants and notify potential purchasers they will be bound by the aforementioned documents. Contact the Association Secretary for the current revision of the "Rules and Regulations" or download them from our Website: [www.northlakecondo.info](http://www.northlakecondo.info)
  - 2.2.8. Upon review of screening application data, screening committee will schedule a personal interview with the applicant(s).
  - 2.2.9. Upon completion of prospective purchasers' personal interview, screening committee will submit written recommendations to the BOD. BOD will make final acceptance or rejection decision.

## **3. RENTAL OF UNITS**

- 3.1. Apartments may be rented subject to the following guidelines:
  - 3.1.1. There shall be a limit of three persons per apartment.

- 3.1.2. The unit owner in writing must notify any realtor engaged in rental of their unit that a condition of rental is approval of such renter(s) by the BOD.
- 3.1.3. Realtors that are acting, as rental agents for owners must at the time of their appointment register with the secretary of the BOD and state which unit they are showing.
- 3.1.4. It is the unit owners' responsibility to insure that potential renters given a copy of the latest revision of the "Rules and Regulations" and notify potential renters they will be bound by the aforementioned documents. Contact the Association Secretary for the current revision of the "Rules and Regulations" or download them from our Website: [www.northlakecondo.info](http://www.northlakecondo.info)
- 3.1.5. A Real Estate information sheet for Northlake Condominium may be downloaded from our website: [www.northlakecondo.info](http://www.northlakecondo.info)
- 3.1.6. Lessee(s), non-immediate family related, must each complete screening application and submit same along with a non-refundable screening fee for each applicant to the BOD appointed screening committee. Screening applications may be downloaded from our Website: [www.northlakecondo.info](http://www.northlakecondo.info)
- 3.1.7. Upon review of screening application data, screening committee will schedule a personal interview with the applicant(s).
- 3.1.8. Lessee(s) must present to the screening committee at the time of the screening and contingent upon BOD approval legitimate lease signed by the unit owner of record. A copy of all leases kept on file with the association records, financial data excluded.
- 3.1.9. Upon completion of prospective lessee's personal interview, screening committee will submit written recommendations to the BOD. BOD will make final acceptance or rejection decision.
- 3.1.10. Renewals of existing leases are subject to the same screening procedures as required for new leases and must receive prior written approval of the BOD.
- 3.1.11. Any application for approval of the renewal or extension of an existing lease subject to a personal interview as required for new leases, provided, however, that the BOD might determine to waive the personal interview under appropriate circumstances.
- 3.1.12. No transfer fees charged for the review of a renewal or extension of an existing lease, consistent with the provisions of the Florida Condominium Act.
- 3.1.13. Owners who are more than thirty (30) days in arrears in association assessments, i.e., quarterly maintenance, special assessments, late fees, interest or fines may not rent their apartments until all past due arrearage payments are made.
- 3.1.14. Any violation of the "Rules and Regulations" by the lessee(s) shall be considered a violation by the owner(s) of the leased unit and both will be liable for all costs incurred in enforcing rules.
- 3.1.15. The length of any lease is not be less than ninety (90) days and an apartment may not be rented more than one (1) time in a twelve (12) or more consecutive month period.
- 3.1.16. Unit owner must provide NLC a copy of lease renewal agreements.
- 3.1.17. Leased units; a tenant shall have all use rights in the association property and those common elements otherwise readily available for use generally by unit owners and the unit owner shall not have such rights except as a guest. Nothing in this paragraph shall interfere with the access rights of the unit owner as a property owner pursuant to Florida Statute chapter 83. The association shall have the right to adopt rules to prohibit dual usage by a unit owner and a tenant of association property and common elements otherwise readily available for use generally by unit owners.

### 3.2 UNIT OWNERS FINANCIAL OBLIGATION TO ASSOCIATION WHILE RENTING THEIR UNIT

- 3.2.1 If a tenant occupies the unit and the unit owner is delinquent in paying any monetary obligation due to the association, the association may make a written demand that the tenant pay the future monetary obligations related to the condominium unit to the association, and the tenant must make such payment. The demand is continuing in nature and, upon demand, the tenant must pay the monetary obligations to the association until the association releases the tenant or the tenant discontinues tenancy in the unit. The association must mail written notice to the unit owner of the association's demand that the tenant make payments to the association. Upon request, the association shall provide the tenant with written receipts for payments made. A tenant who acts in good faith in response to a written demand from an association is immune from any claim from the unit owner.
- 3.2.2 If the tenant prepaid rent to the unit owner before receiving the demand from the association and provides written evidence of paying the rent to the association within 14 days after receiving the demand, the tenant shall receive credit for the prepaid rent for the applicable period and must make any subsequent rental payments to the association to be credited against the monetary obligations of the unit owner to the association.
- 3.2.3 If the tenant prepaid rent to the unit owner before receiving the demand from the association and provides written evidence of paying the rent to the association within 14 days after receiving the demand, the tenant shall receive credit for the prepaid rent for the applicable period and must make any subsequent rental payments to the association to be credited against the monetary obligations of the unit owner to the association.
- 3.2.4 The tenant is not liable for increases for obligations due unless the tenant notified in writing of the increase at least 10 days before the date the rent is due. The liability of the tenant may not exceed the amount due from the tenant to the tenant's property owner. The tenant's property owner shall provide the tenant a credit against rents due to the unit owner for moneys paid to the association under this section.
- 3.2.5 The tenant is not liable for increases for obligations due unless the tenant notified in writing of the increase at least 10 days before the date the rent is due. The liability of the tenant may not exceed the amount due from the tenant to the tenant's property owner. The tenant's property owner shall provide the tenant a credit against rents due to the unit owner for moneys paid to the association under this section.
- 3.2.6 The association may issue notices under s. 83.56 and may sue for eviction under ss. 83.59-83.625 as if the association were a property owner under part II of chapter 83 if the tenant fails to pay a required payment to the association. However, the association not otherwise considered a property owner under chapter 83 and specifically has no duties under s. 83.51.
- 3.2.7 The tenant does not by virtue of payment of monetary obligations to the association, have any of the rights of a unit owner to vote in any election or to examine the books and records of the association.
- 3.2.8 A court may supersede the effect of this subsection by appointing a receiver.

## 4 BUILDINGS AND GROUNDS

4.2 Garbage and refuse must be in tied plastic bags prior to disposal in dumpsters.

- 4.2.1 **Important Note:** It is offensive, noisy and disturbing to unit owners in the 313 building and against the rules when loose bottles, cans, or other hard objects are dropped from the second and third floor garbage shoots. Generally, even when bagging, these heavy objects will break on impact with the dumpster. In

consideration of your neighbors peace and quiet when you have quantities of the aforementioned waste for disposal please carry the bagged household waste to the dumpster for disposal.

- 4.3 Antennas, satellite dishes; the BOD must approve any antenna, satellite dish, hereinafter referred to generically as "antenna", or other means of electronic communication reception, i.e. television, radio, satellite, that may be installed in specific locations.
  - 4.3.1 No antennas to be installed on any common element, no penetration of a common element structure will be allowed for the running of power or control wires for an antenna installed on limited common element balcony, porch or patio.
  - 4.3.2 The association is not obligated to provide a place for an antenna installation if the unit owner does not have an exclusive use area, such as limited common element balcony, porch or patio.
- 4.4 No "For Sale", "For Rent" or any other type of advertising signs displayed in or on any part of the buildings, grounds or in any windows. Unit owners/lessees may place advertisements on BOD approved bulletin boards.
- 4.5 Cooking or grilling with any type of flammable medium not permitted on any patio, terrace, screened porch or walkway, within the buildings.
  - 4.5.1 Grilling permitted on the waterside of the buildings, no closer than twenty (20) feet to buildings or boat slips. Be considerate of other occupants by not allowing smoke to go into other apartments if preventable.
- 4.6 No roll up shutter of bamboo or plastic permitted on screened in patios.
- 4.7 Hurricane shutter to conform to existing approved style may protect Windows and screened patios. Type and color on file with "Folding Shutter Corp."
- 4.8 Enclosed screened patio must conform to existing style, type and color [Board approved 1980-1985].
- 4.9 Interior shades, blinds, curtains or drapes must cover all windows in the units. No sheets, foil, plastic or the like permitted.
- 4.10 No immoral, improper, offensive or unlawful use shall be made of the NLC property or any part thereof, and all laws. Ordinances and regulations of all governmental bodies shall prevail.
- 4.11 No alterations, including painting or additions to any exterior portion of the buildings or grounds shall be made except those authorized by the BOD.
- 4.12 No unit owner, lessee or guest shall direct supervise or attempt to assert control over any of the employees of NLC, nor any employee be used for personal needs during working hours.

## **5 HARD SURFACE FLOORING IN SECOND AND THIRD FLOOR UNITS**

- 5.2 **Soundproofing is required** on second and third floor apartment floors considered for hard surface flooring, i.e. ceramic, stone, marble or wood, etc. If you as a unit owner are considering the use of hard flooring material and have questions, please contact the board of directors.
  - 5.2.1 Unwanted noise from footfall or impact noise from above can be very disturbing. Prior to installing any hard surface flooring unit owner must present full disclosure information on the contractor performing the flooring work, along with type of hard material that will be installed. The board will review the provided information. Only if the information is acceptable will the BOD issue written permission. No installation commencement on second or third floors allowed without BOD written approval. Approval by the board does not mitigate the unit owner's responsibility for subsequent disturbance noise that may result from installing hard surface flooring.
  - 5.2.2 Flooring work completed without board approval will be cause for legal action against unit owner(s) to remove flooring material at owner's expense and cost of legal fees associated with this action.

- 5.2.3 The Board of Directors nor Northlake Condominium Association, Inc. neither verbally or in writing gives nor implies any warranty in regard to board approval of a owner's acoustical underlayment or the level of sound attenuation to be attained. The Board of Directors function is limited only to verifying the impact insulation class rating of the specified material and installation per manufactures specifications. Upon initial board approval; subsequent in process verification of the installation will be required to insure compliance.
- 5.2.4 Northlake Condominium Association, Inc. recommended specifications for acoustical underlayment for sound control as follows; Protecto Wrap Protecto Whisper Mat CS with a minimum Impact Insulation Class (IIC) rating of 71, Sound Transmission Class (STC) rating of 72 installed to manufacturer specifications, or equivalent or better product with same or better IIC rating. This specified material unlike cork does not compress or deteriorate from moisture or age and exceeds the IIC rating of 6 mm (¼-inch) cork by factor of 11 on the IIC rating scale. (Impact insulation class ratings found in 2004 Florida Building Code; Chapter 12, Interior Environment, Section 1207)
- 5.2.5 The minimum required floor covering on second and third floor apartments in living spaces other than kitchen and baths is carpeting with quality foam pad underlayment, no bare or painted concrete floors allowed with exception of rear porch decks. If the rear deck area has a full weather tight enclosure hard surface material acoustical underlayment should meet requirements specified above for living spaces
- 5.2.6 Renovations or replacement of existing hard surface flooring material installed prior to 2 July 2014; to include replacement of kitchen and bath flooring must meet the requirements as set forth herein.

## **6 COMMON AREAS**

- 6.2 The walkways, stairways and parking areas not obstructed or used for any purpose other than ingress and egress from apartments.
- 6.3 No portion of any common element used for private or commercial business.
- 6.4 Numbered parking spaces reserved and assigned to owners and lessees. All others must park in guest spaces only; parking for multiple guests arranged in advance.
  - 6.4.1 Unit owners/lessees will park their primary vehicle in their assigned numbered parking space, as there are limited numbers of guest spaces.
- 6.5 Storage under stairways is for bicycles only.
- 6.6 There shall be no running, playing, roller skating, skateboarding or bicycling in the halls, lobbies, elevators, stairwells, parking areas, covered walkways or landscaped areas of the NLC property.
- 6.7 Children not permitted to play in the walkways, elevator, stairways, parking lots or street area of the NLC property.
- 6.8 Children's items such as, but not limited to, scooters, baby carriages, toys, tents, skateboards, etc. shall not be allowed on NLC common elements.
- 6.9 No clothes, sheets, blankets, laundry of any kind or other articles placed upon any common elements or exposed private screened terraces.
- 6.10 Under no circumstances the lawn areas used for boisterous recreational activity.
- 6.11 Chairs, lounges, tables, benches, blankets used on lawn areas of NLC common areas, and all items removed immediately when not in use.

## **7 PETS**

- 7.2 No animals or pets of any kind shall be kept in any unit or on any property of the condominium.



7.3 You may obtain a copy of our Service / Support Animal Policy from the Secretary or a Board Member. This policy has been adopted by the BOD at a special meeting on 30 June 2016 and is a supplement to our Rules & Regulations.

## **8 BOATS, BOAT SLIPS AND DOCKS**

8.2 All boats must be in boat slips bow first.

8.3 Boat slip owners shall not rent or lease their slips to anyone other than a resident of NLC.

8.3.1 Provide a copy of boat slip lease to the BOD for their files, along with the description (Type, name, color, length, etc.) and the vessels registration number.

8.3.2 Boat slip owners, who lease their units, may not utilize their slip during the term of the unit lease.

8.3.3 All boat slip owners that keep boats in a slip at NLC are required to provide to the BOD for their files, a description of their vessel (Type, name, color, length, etc.) and her vessel registration number.

8.4 Owners, renters, nor guests shall live aboard a boat, docked at one of the NLC slips.

8.5 No supplies, material, accessories, sinks or debris shall be stored on docks.

8.6 With BOD written approval, unit owner guest boat may stay no longer than fourteen (14) days in succession in the unit owners slip and no more than four (4) times in any one calendar year.

8.7 With BOD written approval, unit owner or guest boats may stay no longer than fourteen (14) days in succession and no more than four (4) times in any one calendar year.

8.8 All vessels must use caution when entering and leaving NLC boat slips. Owners, lessees and guests are responsible for any damage to sea wall and common elements due to improper mooring and docking.

8.9 All boat owners are responsible for knowing and following the applicable navigational rules when entering NLC docks. Boat wakes kept to a minimum at all times.

8.10 All vessels docked in NLC boat slips must have current liability insurance. This insurance must include liability for oil and or fuel pollution. Boat owners, slip owners, lessees or guests, must annually present proof of Liability insurance to the BOD.

8.11 No "For Sale" signs or commercial signs of any kind permitted on boats docked at NLC.

8.12 Any unauthorized boat docked at NLC docks is subject to towing at owner's expense. Vessel size limitation as set forth by the BOD;

8.11.1 Vessels docked in an NLC slip cannot exceed the following physical dimensions; 38' 6" length overall (LOA), including bows sprits, bows sprits not to encroach upon or over sea wall or walkways, a maximum beam width not to exceed 14'. Swim platforms are not included in the above LOA, but may not exceed 3-feet in longitudinal dimension (from transom to after edge of swim platform), nor exceed the maximum beam width of the vessel. Vessel weight maximum not to exceed 28,000-Lbs.

## **9 SWIMMING POOL**

9.2 All persons using the pool do so at their own risk and responsibility, the Association provides no lifeguard.

9.2.1 Children 15 years and under must have direct adult supervision in or near the pool at all times.

9.3 Pool hours and rules posted at the pool area.

9.4 There is no diving allowed.

- 9.5 Furniture (chairs and lounges) must be kept three feet from the edge of the pool, when you leave the pool insure that you adhere to this rule.
- 9.6 All persons using the pool must shower before entering the pool. No soap or shampoo used in the pool area shower.
- 9.7 No food or beverages permitted in the pool area, Florida State law, FL 10D-5.116.
- 9.8 Our swimming pool is public in as much as provided as an amenity to our Unit owners. Please be considerate of our residents and restrict the use of the pool and patio to Unit owners, Leases and overnight guests.
- 9.9 It is to the BOD discretion which may arbitrarily withheld or modified that pool heated with a reverse cycle heat pump; heat pump turned on approximately the first week in November and off approximately the last week in May. With exception, if the heat pump is non-operational.
- 9.10 It is to the BOD discretion which may arbitrarily withheld or modified that pool fence will be covered with wind guard fabric at the approximate same time heat pump is turned on and fabric will be removed and stored at approximately same time heat pump is turned off. With exception, if the wind guard fabric is no longer serviceable.

## **10 VEHICLES**

- 10.2 Unit owners and lessees may not have more than two (2) vehicles in permanent residence at NLC.
- 10.3 Unit owners must park their primary vehicle in their designated space, not in a guest space.
- 10.4 Washing of automobiles permitted at the far West and East ends of the 313 building parking lot only.
- 10.5 Bicycles and tricycles, keep bicycles within apartments or beneath first floor stairwells and we highly recommend chaining to prevent theft.
- 10.6 Only non-commercial passenger automobiles may park on the NLC property. The following vehicles and devices are prohibited and will not be permitted to park on the NLC property:
- 10.6.1 Motorcycles.
  - 10.6.2 Mopeds, engine powered bicycles and engine powered skateboard type vehicles.
  - 10.6.3 Trucks, including small trucks or any vehicle with a passenger cab and cargo bed, whether covered or uncovered, whether with a bed top or without.
  - 10.6.4 Agriculture vehicles.
  - 10.6.5 Dune, swamp buggies or other two, three or four wheeled motorized all terrain vehicles.
  - 10.6.6 Trailers or other device transportable by vehicular towing.
  - 10.6.7 Semi-trucks, tractors, or tractor-trailers.
  - 10.6.8 Buses.
  - 10.6.9 Travel trailers.
  - 10.6.10 Boats and boat trailers, with or without boats.
  - 10.6.11 Vehicles used for commercial purposes or any vehicle bearing a sign or commercial identification or advertisement.
  - 10.6.12 Vehicles, which are not fully mechanically operable or not currently licensed.

- 10.6.13 Campers or recreational vehicles.
- 10.6.14 Mobile homes.
- 10.6.15 Truck mounted campers attached or detached from the truck chassis.
- 10.6.16 Motor vehicles not having any bodies or in-complete buggies.
- 10.6.17 Externally modified vehicles that are changed in some fashion other than the manufacturer's original style, per BOD discretion.
- 10.6.18 Automobiles that are noisy, unsightly or in disrepair (disrepair condition will be determined by the BOD).
- 10.6.19 Vehicles that discharge fluids that damage the property.
- 10.6.20 Vehicles that incur body damage must be repaired within sixty (60) days or removed from the NLC property.
- 10.6.21 Vehicle storage for any length of time permitted only in an owner's assigned numbered space.
- 10.6.22 No vehicle storage allowed in guest parking spaces.
- 10.6.23 No vehicle storage in handicapped parking spaces.
- 10.6.24 Stored vehicles must be properly licensed, in safe driving condition and must not look abandoned.
- 10.7 Any vehicle parked in the handicapped spaces must display a government approved handicap sign.
- 10.8 Any vehicle double parked, or parked to block fire lanes, or to prevent the flow of traffic or not within the marked spaces, or not meeting the general requirements of the NLC "Rules and Regulations" towed away at the vehicle owner's expense, in accordance with Section 715.07, Florida Statutes, as amended from time to time.
- 10.9 On a temporary basis with written BOD approval, prohibited vehicles may be parked for no longer than fourteen (14) days in succession and no more than four (4) times in a calendar year at areas designated by the BOD.
  - 10.9.1 In order to seek BOD approval for parking specific unauthorized vehicle on NLC property; a written request must be submitted to a Board Member seventy-two (72) hours prior to the anticipated arrival of the unauthorized vehicle. The Board Member receiving the written request must post the date and time of receipt on the request. Each request will be reviewed based on written information supplied. After review, the BOD will give a written reply within the forty-eight (48) hours of receipt of the request. Not all requests granted.
  - 10.9.2 Guests with pickup trucks, visiting for the day may park within designated guest spaces without BOD approval.
  - 10.9.3 Guest pickup trucks may not park overnight on NLC property any time between the hours of 10 pm and 6 am.
- 10.10 Maintenance vehicles allowed on premises between the hours of 8:00 A.M. to 8:00 P.M., Monday through Saturday. Emergency maintenance vehicles allowed as needed.
- 10.11 Damage done to parking areas by any owner's or an invitee's vehicles, shall be the financial responsibility of the unit owner.
- 10.12 The BOD shall have the absolute discretion to determine that any vehicle is not in conformance with the overall appearance of the community or with the provisions contained herein.

- 10.13 The BOD may grant exception to the above restrictions for medical reason upon prior written consent and upon adequate proof of absolute medical necessity.
- 10.14 No vehicle occupied for living, storage or sleeping purposes.
- 10.15 Guests with non-prohibited vehicles permitted to park on NLC parking lots up to 30 days per calendar year without written BOD approval.
  - 10.15.1 Guests with prohibited vehicles permitted to park on NLC parking lots up to 30 days per calendar year with pre-arrival written BOD approval.
  - 10.15.2 Vehicles not to be occupied for sleeping purposes, storage or any other purpose other than loading or unloading.
  - 10.15.3 In order to seek BOD approval for parking of a guest's specific unauthorized vehicle on the NLC property (exception 10.9), a written request must be submitted to a Board Member seventy-two (72) hours prior to the anticipated arrival of the unauthorized vehicle. The Board Member receiving the written request must post the date and time of receipt on the request. Each request reviewed based on written information supplied. After review, the BOD will give a written reply within the forty-eight (48) hours of receipt of the request. Not all requests granted. The unit owner shall be responsible for any damage that may occur to the parking area by the guest vehicle.
  - 10.15.4 All guest vehicles must park in designated guest parking spaces.
- 10.16 All automobile parking is to be head in only, with the exception of temporary unloading.
- 10.17 Parking area speed limit not to exceed 3 miles per hour.
- 10.18 Parking is restricted on street of Lake Circle between the hours of 2:00 a.m. and 6:00 a.m., where no curbing is provided, the parking of a vehicle shall not usurp more than twelve (12) inches of the paved portion of the street (editor's comment; this means no vehicles of any type may park on Lake Circle between 2:00 a.m. and 6:00 a.m.) and further, no person shall leave any truck, trailer, boat or any vehicle of a similar type parked upon any public street or highway within the village of North Palm Beach between the hours of 12:30 a.m. and 6:00 a.m. and no truck with a payload or carrying capacity (truck model rating) in excess of one-ton shall be parked upon a public street or highway inclusive of swale area within the village; provided, however, commercial vehicles making deliveries or pickups or otherwise servicing residential, commercial or industrial property within the village shall have the right, if necessary, to temporarily park in such areas during normal business hours per Village of North Palm Beach Sec. 18-34. Parking Restricted. (Code 1970, §§ 24-70, 39-24; Ord. No. 4-81, § 2, 3-26-81; Ord. No. 07-2005, § 1, 5-26-05; Ord. No. 15-2005, §§ 1, 2, 7-14-05; Ord. No. 2007-19, §§ 2, 7, 12-13-07) Editor's note— Ord. No. 2007-19, § 7, adopted Dec. 13, 2007, stated the following: "This Ordinance shall take effect on June 16, 2008".

## 11 LEGAL ACTION & FINES

- 11.2 The NLC Association through its BOD has the power to enforce its "Rules and Regulations" by legal means. It is the intention of the BOD to take immediate action against any unit owner, lessee, visitor or guest for any violation or failure to comply with any of its rules, orders, regulations, resolutions or any provision of the condominium documents.
- 11.3 FINES. per Florida statute 718.303 The association may levy reasonable fines 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 bylaws, or reasonable rules of the association. A fine may not become a lien against a unit. A fine may be levied by the board on the basis of each day of a continuing violation, with a single notice and opportunity for hearing before a committee as provided in paragraph (b). However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate.
  - (a) An association may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to

comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. This paragraph does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators.

(b) A fine or suspension levied by the board of administration may not be imposed unless the board first provides at least 14 days' written notice and an opportunity for a hearing to the unit owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other unit owners who are neither board members nor persons residing in a board member's household. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the committee does not agree, the fine or suspension may not be imposed.

(c) The individual or individuals presumed to be in violation will be afforded the opportunity to attend the board of administration hearing.

## 12 MISCELLANEOUS

12.2 In addition to herein described Rules and Regulations, all of the provisions contained in the Condominium Documents shall govern each unit owner, lessee and guest.

12.3 All complaints made directly to the BOD in writing, signed and sent by registered US mail. The BOD cannot accept official or legal notices from unit owners by E-mail, hand delivered notes, or text messages.

12.3.1 Suggestions are always welcome; please place your written suggestion in the black mail box #100 in the 313 building entryway.

12.4 Quarterly maintenance payments are due on the first day of the first month of the new quarter, as follows:

12.4.1 Payments shall be made to the order of Northlake Condominium Association and mailed or delivered to 313 Lake Circle, No. 100, North Palm Beach, FL 33408-5227.

12.4.2 First Quarter (April 1), Second Quarter (July 1), Third Quarter (October 1), Fourth Quarter (January 1)

12.4.3 Payments received after the 10<sup>th</sup> day of the month when due are considered late and association shall impose a late fee not to exceed the greater of twenty-five dollars (\$25) or five-percent (5%) of fee or assessment for each late payment.

12.4.4 The treasurer shall send a notice to any delinquent unit owner on the 11<sup>th</sup> day of the month by regular U.S. mail or E-mail informing unit owner that a late fee imposed.

12.4.5 The Association shall collect interest at the rate of one and one half percent (1.5%) per month (18% per annum) on the unpaid balance, including late fee as of the last day of each month.

12.4.6 Thirty (30) days from due date, delinquent accounts are turned over to the Association attorney for collection.

12.4.7 The BOD, through their attorney, will file a lien on the unit unless account paid in full (all assessments, maintenance fees, late fees, interest, fines, and legal fees) within 30 days of the date of the attorney's letter.

12.4.8 Unit owner payments received by the treasurer applied in the following order; 1) Accrued interest 2) Administrative late fees and fines 3) Costs and reasonable attorney fees incurred in collection 4) Delinquent assessments. i.e., maintenance, special, other (5) Current quarterly maintenance and special assessments

12.5 BOD meetings are open to all unit owners and lessees, meetings generally held on the first Tuesday of the month at 7:00 pm in the meeting room of the 313 building. These regularly scheduled meetings and Special meetings

posted on bulletin boards at each building. The annual meeting generally held on 1 April and unit owners notified by US mail and bulletin board postings. Some meeting notices posted on the condominium website: [www.NorthLakeCondo.info](http://www.NorthLakeCondo.info)

12.6 At BOD discretion, the herein recorded rules may be amended from time to time, as the BOD deems necessary and prudent.

### 13 BOD RIGHT OF ACCESS TO UNITS

- 13.1 When necessary the association has the irrevocable right of access to each unit during reasonable hours, for the maintenance, repair, or replacement of any common or limited common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to the common or limited common elements or to a unit or units.
- 13.2 To allow for emergency access whether unit is occupied, unoccupied or owner or renter not on site a full set of entry keys are required to be provided to the BOD, otherwise doors and windows at owners expense will be damaged in the process of facilitating entry.

Approved by the Board of Directors on this 30th day of June 2016

For the Board

  
John F. Dethlefsen - President