

# **NASSAU HOUSE ASSOCIATION, INC.**

301 N. OCEAN BLVD.  
POMPANO BEACH, FL. 33062  
(954) 946-9352

## **HOUSE RULES & REGULATIONS** **NASSAU HOUSE ASSOCIATION, INC.**

**Revised and Updated: 1/24/07**

The following House Rules & Regulations pertaining to the Nassau House Association have been revised by the present Board of Directors and approved by them in the following form according to that portion of the By-laws of Nassau House Association, which provides that the said Board shall have authority to make Rules and Regulations.

The following rules and regulations are effective at the date indicated above and all owners, guests and lessees are hereby charged with knowledge of the existence of the said HOUSE RULES & REGULATIONS.

The following rules and regulations have been set up, not for the restriction of one's conduct, but rather for the purpose of making living in the Nassau House a more comfortable and contented experience for all concerned.

The interest you take in your own Unit and in the common areas of the Nassau House will encourage all others to take an even greater interest.

Each owner is supplied with a copy of these Rules and Regulations and is to have it readily available for his own reference and for the use of his guests.

# RULES AND REGULATIONS

## **I. UNIT OWNERSHIP:**

- A. Ownership shall be limited to one (1) Unit.
- B. Nassau House Condominium is intended to be a residential building and not a commercial venture. In the event an owner wishes to purchase another Unit in Nassau House, for personal residential use, the Board of Directors may approve temporary ownership of two Units, pending the sale of the first Unit. In the event an owner purchases a second Unit, the first Unit cannot be used for rental purposes or for guest occupancy purposes. The Board of Directors will not approve any ownership of a second Unit at Nassau House by a particular owner without evidence of the owner's intention to sell and convey title to the first Unit as soon as possible. Owners will be required to sign an acknowledgement of and agreement to abide by these conditions in order for the Board of Directors to approve the purchase of the second Unit, and the approval will be contingent upon the sale of the first Unit.

## **II RESPONSIBILITY:**

- A. All owners, tenants and their guests, agents, and visitors should observe the proper decorum at all times; **but owners must bear the final responsibility and should not be resentful if guests are reprimanded for violations of our rules.**

## **III FAMILY:**

- A. The word "family" is interpreted to mean father, mother, son, daughter, brother and sister, grandparents, grandchildren. All others are **not considered** as family.

## **IV GUESTS AND VISITORS:**

- A. A guest is a person who is entertained by an owner or tenant.
  - 1. Owners must register **their guests and their guests' vehicles** with the office if the guests stay more than 1 day to a maximum of 28 days. An office issued pass must be displayed **in the vehicle** at all times.
  - 2. Neither guest nor visitor has the right to invite others.
  - 3. Owners (not in residence) must notify the Board of Directors in advance, in writing, of the proposed occupancy of their Unit by a member of their family as defined above.
  - 4. In no instances is an owner's Unit to be occupied by anyone other than family in his or her absence.
  - 5. Owners must inform guests and visitors of rules and regulations.
  - 6. Any owner in Nassau House may ask a guest or visitor for identification or owner's name.

*Rev: 1/24/07*

**V INSIDE YOUR UNIT:**

- A. No one may make or create odors of any objectionable nature or permit any disturbing noises in the building; nor do, or permit anything to be done that will interfere with the rights, comfort or convenience of other tenants.
  - 1. Pad and carpeting or soundproof tile is required on all floors above the first floor level except in kitchen and bath.
  - 2. Consider the welfare of your neighbor when playing your stereo, television and other musical instruments.
  - 3. No waterbeds will be permitted in any Unit.
  - 4. Do not cut wires in the TV cable wall boxes as this will disconnect local channels from units below you.

**VI PETS:**

- A. **No pets are permitted on the premises at any time.**

**VII KEYS:**

- A. Each owner must deposit keys to his Unit with the office. Keys are then recorded in the master key file and the keys placed therein.  
In case of an emergency originating in or threatening any Unit, regardless of whether or not the owner is in residence, a Board member shall have the right to enter such Unit to remedy such emergency.

**VIII ABSENCE PROCEDURE:**

- A. Each owner who plans to be absent (for more than a week) is requested to complete a **DEPARTURE FORM** to be filed in the office.
- B. Owners must **turn off all water valves** and **remove all objects from the balcony.**

**IX CARETAKER DURING ABSENCE:**

- A. All Units must have a responsible caretaker if owner is in absentia. The Nassau House will **not** be held responsible for any damage incurred in any Unit in the absence of owner and a caretaker must be available in case of emergency.
- B. Name, address and phone number of the person taking care of unit in owners absence must be on file with the office.

*Rev: 2/16/04*

**X ELEVATORS:**

- A. There is **NO SMOKING** allowed at all in any elevator.
- B. For the good of all concerned, do not delay service for the sake of conversation by using the button, or obstruct the safety device of the door.
- C. Any owner requesting the elevator pads and elevator stop key will need to deposit with the office, a refundable \$100.00 check to assure that he or she has the pads removed by 7 PM each evening. If not removed by 7 PM the BOD will have them removed at owner's expense. Pads are stored in the 5th floor storage room to the right (North) of the double doors. No moving on Sundays.

*Rev: 2/17/03*

**XI WALKWAYS AND PRIVATE BALCONIES:**

- A. Nothing is to be swept, poured, tossed or shaken off the balcony or walkways; nothing may be placed on floors, walls, balustrade or rail that could fall or cause injury or that would diminish the architectural beauty of the building. No laundry, bathing suits, towels, etc. are to be hung out. No cooking shall be done on the walkways or balconies.

**No carpeting permitted** on the balcony floor. **Tile** may be used or you may **paint** the balcony floor. During a hurricane alert, balconies must be cleared of all movable objects.

- B. Balconies may be appropriately decorated for the Christmas holiday season, beginning the first Sunday after Thanksgiving and ending on the 10th day of January. Lights and decorations may be hung and/or attached to the aluminum railings. This includes the ceiling bulb, which may also be replaced with a colored bulb during the same season. At all other times of the year rule # XI (A) is in force. The owner takes full responsibility for any damage or liability caused from the attachment or detachment of the lights from your balcony.

*Rev: 6-2-03*

**XII LAUNDRY ROOMS:**

- A. Laundry Room Hours: 8:00 A.M. to 8:00 P.M.
1. Do not overload washers and dryers.
  2. **Empty washer and dryer promptly and remove lint from filter of dryer.**
  3. Keep laundry doors and windows closed at all times.
  4. Maintain a community sense of cleanliness and good order.

**XIII TRASH CHUTE AND GENERAL DISPOSAL:**

- A. Trash chute: do not use before 8:00 A.M. or after 9:00 P.M.
1. All trash or other disposable items **must be placed in a tightly sealed plastic bag.** Do not throw loose trash down the chute.
  2. Put nothing in chute that would cause an obstruction, fire, explosion, or odor. Be neighborly and please keep this trash room neat and clean.
  3. Only **Newspapers, magazines, and GLASS bottles** should be placed on the shelf in the room. **No plastic bottles on shelf.** All other items must be taken to the dumpster room on the 1<sup>st</sup> floor or arrangements made for proper disposal.
  4. Use disposal unit in your kitchen for food wastes, liquids, vegetables, peelings, etc.

*Rev: 2/17/03*

**XIV STORAGE AREAS FOR OWNERS:**

- A. Periodic checks are made by the City Fire Inspector to insure the safety of Nassau House residents. Unless the following rules are strictly adhered to we are subject to censure and/or penalties.
1. No volatile liquids, paint thinners, paint removers, paints and lacquers may be placed in storage area.
  2. Everything must be kept in the bins. Loose items and objects will not be permitted in the storage room.
  3. Contents of storage bins must be visible at all times. Wire netting must not be covered. (Fire inspector needs to see contents of storage bins.)

*Rev: 2/17/03*

**XV DUMPSTER ROOM:**

- A. All cartons, boxes or packing material resulting from a move or delivery of goods must be disposed of by the movers or delivery company immediately. This is the owner's responsibility at owner's expense.
- B. Tradesmen must remove their trash; **it may not be placed in the dumpster room.** This, too, is the owner's responsibility at his own expense.
- C. No cabinets, carpets, doors, appliances, etc. are allowed in dumpster or dumpster room. Cardboard boxes must be flattened down.
- D. Cart, dollies, etc. are the property of the Condominium and are for the exclusive use of the owners, and must be returned immediately. They **not** for the use of movers, deliveries, repair or service personnel.

*Rev: 3/1/05*

**XVI SALESMEN AND SALES AGENTS:**

- A. There shall be no solicitations regardless of cause, either direct or otherwise, in any part of the Nassau House grounds. Sales people or agents permitted by personal appointment only.

**XVII DELIVERIES BY SERVICEMEN:**

- A. No deliveries are permitted via the front entrance. All deliveries must be made through the rear entrance to elevators. **It is each owner's responsibility to notify the deliveryman of this requirement and to MEET the deliveryman at the rear entrance.**
- B. Deliveries may only be made between **8:30am and 5:30pm**, Monday through Saturday.
- C. No deliveries on Sunday.

*Rev: 2/17/03*

**XVIII SERVICE AND REPAIR WORK:**

- A. Owners who have arranged for servicemen to do any work within their Unit must fill out the Construction Form supplied by the office. This form must be filed 72 hours prior to commencement, and will inform the office as to who will perform the services, what service will be made and when work will commence. **Owners will be held responsible** for meeting the servicemen at the rear entrance, supervising, and for any clean-up work required, or damage done to common areas & elevators during and after their service work.  
If it is necessary for Nassau House to perform clean-up work, due to the fact that the above was not done, the owner will be assessed and a statement of charges will be rendered.
- B. Elevator pads are required for delivery and removal of all supplies, work materials and large tools. The owner must inform the office when the pads are required and a deposit of \$100 presented to the office. If not removed by 7 PM the BOD will have them removed at owner's expense (See Rule X., C)
- C. Contractors may only work Monday through Saturday from 8:30AM to 5:30PM. No contractors are allowed to work on Sundays.

*Rev: 1/24/07*

**XIX PARKING SPACE:**

- A. Park your vehicle within your own assigned space. Vehicle must display a registered Nassau House Parking Sticker attached to the window. Only one vehicle per parking space.
- B. Owners **must not** use guest parking spaces.
- C. Parking against north perimeter wall is permitted on first come basis **for a maximum of THREE days, and vehicle must be moved to a different space by the fourth day.** All vehicles must face west with the traffic flow. No oversized vehicles or parking in such manner as to impede rescue and service vehicles.
- D. No boats, trailers, ATV's, or motor homes permitted. No overnight parking of commercial vehicles.
- E. Do not park in driveways or delivery zones at any time. Parking in yellow service area permitted 6PM to 8AM only.
- F. Parking anytime in the Fire Lane is strictly prohibited.
- G. Parking in 5 minute area is for pickup and drop-off only. Do not leave your vehicle in these spaces.
- H. Parking in another owner's space is permitted only if authorized in writing by the owner.
- I. If you rent your parking space to someone (who must be a resident of Nassau House) you must notify the office in order to have it on record.
- J. Vehicles must be parked front-end in for all parking.
- K. **Any infraction to these rules, your vehicle will be subject to being towed.**  
*Rev: 12/11/07*

**XX CAR WASH AREA:**

- A. Hose must be neatly coiled after use.
- B. Remove car elsewhere for drying, etc. as others may be waiting.

**XXI AIR CONDITIONER/WATER HEATER ROOMS:**

- A. The doors on all air conditioner/water heater rooms must be left unlocked at all times, regardless of whether or not the owner is in residence.
- B. No locks are allowed to be installed on the air conditioner/water heater room door.
- C. Water heater older than 10 years old must be replaced to limit the risk of flood damage. Failure to comply will result in you being held responsible for any damages caused by the bursting of your water heater.
- D. Water Alarms in A/C closet are the property of Nassau House.  
*Rev: 2/17/03*

**XXII RECREATION ROOM:**

- A. Reservations may be made with the Office Manager or Board of Directors for the reasonable use of this room.
- B. All events should be in good taste with a deadline no later than 11:00 P.M. unless extended by the Board of Directors.
- C. A refundable deposit in the amount of \$50 (checks only) must be paid to the office. This will be returned if room is left in original condition.  
*Rev: 2/17/03*

**XXIII FIRE REGULATIONS:**

- A. Fire escape stairs must be kept absolutely **free of all objects**, with the exception of fire extinguishing equipment.
- B. Doors on first floor level must remain closed and locked against outside entrance at all times.
- C. First floor fire exit (steel) doors shall be used only as **emergency exit** and **never as an entrance**. Door must remain closed and locked to prevent entrance at all times.
- D. Door on stairwell must be closed at all times.
- E. All Unit doors in the hallways must be kept closed at all times.
- F. Live Christmas trees are not permitted in the building, balconies or Units. Residents may use retardant artificial trees and decorations only.
- G. **There is no smoking allowed at all in any common area in the building.**

**XXIV REPORTING AND HANDLING OF COMPLAINTS:**

- A. Complaints concerning misconduct, poor decorum or infractions of these RULES AND REGULATIONS should be reported **in a signed statement** to the Board of Directors.
- B. No owner or occupant is authorized to reprimand or give orders to any employee. Any criticism of employee's work or conduct should be reported **in writing** to the Board of Directors.
- C. A slot in the office is provided for signed sealed complaints and general helpful suggestions.

**XXV OUTSIDE RECREATIONAL FACILITIES:**

Use of all outside recreational facilities is **restricted to owners, their registered guests and lessees.**

A. **SWIMMING POOL REGULATIONS**

**NO LIFEGUARD ON DUTY -- SWIM AT YOUR OWN RISK**

1. Limitations on use of the pool
  - a. Pool hours are from 7 AM to 10 PM
  - b. Children 12 years of age or younger must be supervised by an adult.
  - c. Non-toilet trained children must wear a swim diaper.
  - d. No objects other than those used for safety devices allowed.
  - e. No glassware is permitted within the pool area.
  - f. No food or drink is permitted within 12 feet of the pool.
  - g. Radios with earphones only are permitted in the pool area
  - h. Place all litter or refuse in containers provided
2. Conduct on the way to and from the pool
  - a. All bathers are requested to wear acceptable bathing attire. In the lobby and elevators, bathers must be covered with a robe or beach coat. Bathers must be dry and wear foot covering of some sort in the lobby and elevators, as wet floors are dangerous. At no time is a person to appear in the lobby or elevator in swimsuit only.

3. Conduct in the pool
  - a. Regulation swimsuits are required. Attire such as cutoff jeans is not acceptable.
  - b. At all times Rules and Regulations **as shown on the pool area sign must be observed.**

**B. SHUFFLEBOARD COURT**

1. Use of the court
  - a. Court hours are from 8: A.M. to 10:00 P.M.
  - b. Children under 14 years of age must be accompanied by an adult.
  - c. Any damage to equipment caused by misuse is the responsibility of the owner involved
  - d. All equipment must be returned to storage area.
  - e. Do not walk on the Shuffleboard Court. Use the adjacent alleys.

**XXVI LEASING OF UNITS:**

- A. All leases are to be for a minimum of four (4) months and a maximum of one (1) year, limited to one time during ownership.
- B. An Application For Lease form will be furnished by the office. Confidential investigation will be made by the Board of Directors.
- C. A processing fee of one hundred (\$100.00) dollars must be submitted with each application. *Rev: 1/1/04*
- D. All applicants must make themselves available for a personal interview by the Board of Directors prior to final approval.

**XXVII SALE OF UNITS:**

- A. Sale of any Unit in the Nassau House Condominium must be approved by the Board of Directors.
- B. No signs advertising the sale are permitted on the premises, but the owner may place a 3" x 5" card on the bulletin board in the mail room giving any pertinent information.
- C. Unit owner intending to sell his (or her) Unit shall notify the Association in writing of such intention.
- D. The owner (or real estate broker) must submit an application from the intended buyer. The application form will be supplied along with a copy of the Rules and Regulations (said Rules and Regulations are to be read by the purchaser of said Unit before he is interviewed by the Board of Directors).
- E. The Unit being sold, the seller and buyer must each submit a check in the amount of one hundred (\$100.00) dollars for processing the sale. *Rev: 1/1/04*
- F. The seller must turn in his "Certificate of Membership", also his copy of the "Documentation" and a copy of the **SALES CONTRACT**, along with the application.
- G. All applicants must make themselves available for a personal interview by the Board of Directors.

## **XXVIII PENALTIES FOR VIOLATIONS:**

- A. Each violation of the HOUSE RULES & REGULATIONS and / or CONDOMINIUM DOCUMENTS by an owner, member of his family, guest or lessee thereof, subjects such owner to a possible **fine** not to exceed fifty (\$50.00) dollars per day of said violation, plus assessment for actual amount of damage caused by such violation, to be determined by the Covenant Enforcement Committee.

In the event that the Board of Directors determines a violation by an owner, etc., a notice to appear before the committee will be provided to the owner, not less than fourteen (14) days prior, stating date time and place of a hearing. **Failure to attend shall be deemed as an admission of the violation.**

The Committee shall then make a determination if there is sufficient evidence of a violation. If the Committee finds no evidence of a violation, the matter will end and no fine levied. If the Committee finds evidence of a violation, the Committee will forward its findings and recommendations to the Board. Based on that recommendation, the Board may levy a fine.

In the event the Board determines to levy a fine, written notice will be sent to the violator advising the fine has been levied and requiring immediate payment of fine and damage assessment. The owner is ultimately responsible for any fines and damage assessments levied towards family, guests or lessee. *Rev: 6/8/05*

- B. Every fine and assessment imposed upon an owner and confirmed by the Board pursuant to Paragraph (A) above, shall become an “assessment” within the meaning Section 6, (a) of the Declaration of Condominium of Nassau House Association, Inc. and may be collected and enforced by the Association, Inc. and shall bear interest in the same manner as is therein provided for the collection and enforcement of assessments for common expenses of the Condominium.

## **XXIX DELINQUENT PAYMENTS:**

- A. The quarterly maintenance charge is due and payable on the first day of the month. If unpaid when due, owner is subject to penalty as provided for in Declaration for Creation of Condominium, page 5, item 6. **Assessment: Lien: Interest and collection.**
- B. Grace period of 5 business days. **Any payments received after the 5th is subject to a \$25.00 late fee.** For those who are away, this will be determined by the postmark date on the envelope.  
*Rev: 2/17/03*

## **AUTHORITY OF BOARD OF DIRECTORS TO ADOPT RULES:**

In accordance with Condominium Documentation Section 10.6 and By-law’s 5.10 provides as follows with regard to the power to adopt rules and regulations:

“To make and amend regulations governing the use of the Condominium property and to enforce in any manner necessary and proper, the provisions of all Condominium documents, including these Sections, and By-law’s from time to time existing which relate to the Condominium property”. “The Association (through its Board of Directors) shall have the right to adopt, establish, proclaim and enforce such rules and regulations for the use of the Condominium units and the common elements. The Association shall have the power to enforce the provisions of this Declaration of Condominium for and in behalf of its members and its By-law’s”.

**NOTE:** HOUSE RULES & REGULATIONS are not permanent. They may be amended by the present Board of Directors or any future Boards.