



# *Fairways at Palm Aire*

Pompano Beach, Florida

Rules, Regulations,

And

General Information

Updated June 2023

**IMPORTANT PHONE NUMBERS**

**EMERGENCY (MEDICAL, FIRE, POLICE): 911**

**BROWARD SHERIFF (NON EMERGENCY): 954-764-4357**

**DST PROPERTY MANAGEMENT OFFICE: 954-933-2353**

**FAIRWAYS AT PALM AIRE OWNERS' ASSOCIATION BOARD**

**President – Jason Bates #512: 954-816-3108**

**Vice President – Shelly Morrison #544: 954-971-3009**

**Secretary – Oscar Morales #457 954-696-5819**

**Treasurer –Nancy Watson #505 954-439-3006**

**Director – Freddy Meyer #684: 954-401-5192**

## *FOREWORD*

### *WELCOME TO LUXURIOUS LIVING OF FAIRWAYS AT PALM AIRE*

This book of **Rules, Regulations, and General Information** has been developed by your Association to aid you in maintaining the basic objectives of luxurious living and preserving the values of our property. These Rules and Regulations are based on the laws established by Florida Statutes as well as in accord with the Declaration of Covenants and Restrictions of The Fairways of Palm-Aire Inc. that you agreed to abide by when you purchased your property in Fairview Pointe. The Board of Directors is charged with the responsibility of enforcing these covenants and restrictions. Your cooperation and submission to the following pages will not only aid the board in fulfilling its duties, but also assist in controlling the costs of enforcing these covenants and restrictions and ensure our community remains in the pristine condition you all expect.

The Rules and Regulations that follow shall be deemed in effect until amended as provided by the laws of the Association and shall apply to and be binding upon all owners.

The owners shall at all times obey said rules and regulations and shall see that they are obeyed by their families, guests, and persons for whom they are responsible and exercise control and supervision.

Violation of these rules and regulations may subject the violator to any and all remedies available to the Board of Directors and other unit owners pursuant to the terms of the Declaration of Covenants and Bylaws of the Association, and may include penalties and/or fines determined by the Board of Directors.

The Board of Directors may, from time to time, adopt new rules and regulations or amend and/or repeal previously adopted rules and regulations. Any waivers, consents, or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval for any other purpose other than that which it is identified at the time of the giving of such waiver, consent, or approval.

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## **Alterations and Structural Changes**

No unit owner shall make any alteration or addition to the common elements, the exterior of his unit, or any structural modification to his unit, including any pool and/or patio area without the prior written consent of the Board of Directors via the Architectural Request Form.

## **Antennas and Wiring**

Owners may install small satellite dishes not to exceed 18", subject to approval of the antenna placement by the Board of Directors. The City of Pompano must approve the installation of the satellite dish. The approval is not grandfathered.

## **Assessments and Maintenance Payments**

Monthly maintenance payments are due and payable on the first day each month. Payments received after the 10<sup>th</sup> of the month will incur a late charge 4% of the monies due. After thirty (30) days, the issue will be turned over to the Association attorney and an additional charge will be incurred. A certified letter will be sent to the homeowner and that resident will have 45 days to pay. After this date, lien proceedings will be instituted against the unit owner, and foreclosure may follow, as provided in the association documents.

## **Automobile, Parking Privileges, and Other Vehicles**

No on street parking is allowed.

Owners must park their vehicles in their own garage or driveway.

Parking or storing of trucks, commercial vehicles, buses, campers, recreational vehicles, motor homes, motorcycles, boats or trailers of any kind are prohibited in any of the guest parking spots. Vehicles with expired tags or no tags, vehicles not owned or registered to a owner, and vehicles that cannot operate under their own power, or appear to be abandoned are prohibited.

Owners are not allowed to park a commercial vehicle (as defined in 5.07 of the Declaration of Covenants and Restrictions) for which they operate primarily for business, or which from viewing the exterior of the vehicle or any portion thereof show or trend to show any commercial markings, signs, displays, or otherwise indicate a commercial use: which contains tools or equipment transported in the vehicle incidental to any business.

## **Board of Directors Meetings**

Notice of all Board of Directors meetings will be posted 48 hours in advance at the bulletin board outside the mailboxes. Scheduled meetings will take place on the third Monday of each month. All unit owners are invited to attend and will be provided a forum to express their concerns at the *end* of the meeting.

## **Children/Teens**

Each owner shall be solely responsible for the actions and any damage caused by his children or children visiting. Children under age fourteen (14) years of age shall not be allowed in the pool and deck area unless accompanied by an adult (over the age of eighteen (18) at all times.

Individuals under the age of 18 are not allowed to congregate in the pool or common areas unless in the presence by an adult resident. Roadways are for vehicular traffic, and children are not to use our roadways as play areas. Children's play activities must not create a nuisance situation for nearby unit owners.

## **Common Areas**

An individual owner should not place plants, flowers, shrubs, landscaping, or other equipment in the common areas without the written consent of the Board of directors.

## **Elections**

The Association will mail a notice of the Annual Meetings to all homeowners, no more than sixty (60) days prior thereto, soliciting candidates for the election to the Board of Directors. The last day for filing of intention to be a candidate, will be stated therein. Soon after, voting ballots will be sent to all residents. Ballots will be sent back to the management office prior to the Annual Meeting or personally brought to the Annual Meeting by a homeowner. Votes will be counted at the annual meeting, and the candidates with the most votes will comprise the Board of Directors for the next year. A maximum of seven (7) candidates will be chosen, however if seven homeowners do not apply to be elected to the board than five (5) directors will be chosen.

## **Exterior Appearance**

Each OWNER shall maintain his UNIT, Including windows and patio areas, and all improvement upon his LOT In first-class condition at all times, except any portions thereof to be maintained by the ASSOCIATION as provided in the DECLARATION The exterior of all UNITS Including but not limited to roofs and walls shall be maintained in first class condition and repair and in a neat and attractive manner by the ASSOCIATION. No OWNER shall change the exterior color of his UNIT. All sidewalks, driveways and parking areas within the Owner's LOT or serving the Owner's UNIT shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas shall be repaired, replaced and/or resurfaced as necessary by the ASSOCIATION. No window, wall, or portable air conditioning units are permitted.

## **Fines**

Violation of the Rules & Regulations will result in the imposition of fines. Violators are entitled to reasonable notice and opportunity for a hearing before the Board of Directors. At present, a fine is one-third of monthly association fees for first offense and two-thirds for second offense, and may not exceed \$50.00 per violation per day and cannot exceed an aggregate of \$1,000.00 per violation.

## **Garages**

No garage shall be erected which is separate from a home. However, a homeowner may convert a garage into a living space or storage area, provided said conversion is approved by the City of Pompano Beach, and complies with all ordinances of the City of Pompano Beach, including proper zoning for such conversion. All garage doors shall remain closed when not in use.

## **Garbage and Trash**

Waste Management picks up trash on Wednesdays and Saturdays. Trash shall not be placed at the end of the driveways any earlier than 5:00pm on Tuesday or Friday evenings. Trash must be placed in proper plastic canisters to avoid being disturbed by animals in the area. Garbage canisters must be removed from the curbside Thursday and Sunday morning, and be kept out of common sight from the road at all times.

## **Guests and Visitors**

All guests and visitors must abide by the same Rules and Regulations of the Association as are in effect for the homeowner. Owners must advise their guests and visitors that their stay may be terminated if any of the Rules and Regulations is violated. The homeowner shall be liable to the Association for any damages, costs, and legal fees that may be incurred because of any violation.

## **Insurance**

Every owner must have insurance for their individual unit; especially the structure of the unit.

## **Landscaping**

No owner shall install any landscaping within the portion of his LOT to be maintained by the ASSOCIATION as provided in Paragraph 3.12.1 of the Declaration of Covenants without the prior written consent of the ASSOCIATION.

## **Noise and Nuisance**

Consideration of the rights of other residents' dictates that noise is kept to a minimum at all times, especially after 11:00 p.m. It is the owners' responsibility that his family, guests, renters, lessees, and children do not create disturbing noises either within his unit or anywhere else on the premises. The owner, guest, renter, lessee, or children shall not commit or permit any nuisance, immoral, or illegal act in or about his unit or on Association property, which will interfere with the tranquility and enjoyment or normal living.

## **Pets**

No pet may be kept outside of any unit in the absence of any resident of the unit. All dogs must be walked on a leash at all times. All dog owners must 'pick up' after their pets. No pet is permitted which creates an unreasonable source of noise or annoyance to other residents, this includes dogs, as well as cats and birds. Cats and dogs should remain inside each unit and not be allowed to roam the neighborhood. Birds should be kept INSIDE each unit and not be left on patios or entrances where their noise would disturb others.

## **Parking**

Vehicles of homeowners must be parked either in the garage or driveway of their particular home unless construction or work of some sort is being completed on their individual home or driveway, which prevents such parking. The various visitor spots throughout the community are for guests only. Parking on the street in front of a home or on the grass is strictly prohibited. Visitor spots should not be used to house an "extra" vehicle for a particular homeowner. Such vehicles will be towed at the owners' expense.

## **Pool Rules**

Pool hours are from 7:00 a.m. until 11:00 p.m. Pets are not allowed inside the pool area. A responsible adult must accompany children under age twelve (12). No roller skates, bicycles, skate boards, or ball playing allowed in the pool area. No parties in the pool area without the consent of the board. In order to insure proper clean up after the party, a \$50.00 refundable deposit must be paid in advance to the Property Management Company. Alcohol and/or glass bottles are not permitted at any time in the pool area. Swim at your own risk; no lifeguard on duty. No diving is permitted.

## **Records**

Minutes of Association meetings will be posted on the message board at the mailboxes after every meeting. A homeowner may request, for copying and inspection all official records as designated by the laws of the state of Florida. The association requires five (5) days after receipt of written notice, designating specific records. Copies may be obtained at \$0.25 per page.

## **Rentals and Leases**

Unit owners wanting to rent or lease their Unit must give the Board of Directors at least thirty (30) days notice. All leases of a UNIT must be in writing and shall be specifically subject to this DECLARATION, the ARTICLES and the BYLAWS, and a copy of said leases shall be delivered to and approved by the ASSOCIATION prior to occupancy by the tenant(s). No lease shall be for a period of less than six (6) months. In addition, each prospective tenant shall be subject to BOARD approval based on the prospective tenant's completion of an application for occupancy, credit report and payment of a \$100.00 ( per person unless married) application fee payable to the ASSOCIATION and all of which will be delivered to the BOARD, as well as appropriate fees made payable to the management company to perform a credit and background check.

## **Security Gate**

Only one car at a time is permitted to go through the gate. Any driver intending to go through while the gate is up for the car in front is responsible for the damages to the security gate, the security arm and damages to his/her vehicle. Please be prudent in providing the gate code to guests only. Vendors and contractors should not be provided the gate code. These individuals should call each homeowner from the gate and be buzzed in via the telephone security system.

## **Signs and Advertising**

No sign, advertisement, notice, or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on, or upon and part of the unit or Association property. Vehicles that have lettering or signs thereon, depicting a commercial enterprise must be parked in the owners' garage.

## **Speeding**

The speed limit within the development posted or otherwise is 15 m.p.h.

## **Termites/Pests**

Should a unit owner have a pest or rodent issue concerning their unit, and they have a professional report from a licensed pest control company opining that the pest or rodent entered their unit from the exterior of the building and/or that the pest or rodent is living in the exterior or roof of the building; the association will then hire a licensed pest control contractor for additional analysis. If confirmed, the association will perform the appropriate maintenance and/or treatment to remedy the exterior situation and eradicate the pest or rodent from any known locations in the exterior of the building or the roof, as applicable. In all cases, the unit owner is responsible for all interior maintenance, repair, treatment and interior eradication.

## **Unit Owners Rights**

Each unit owner is entitled to the exclusive use and possession of his unit. He shall be entitled to use the Common Areas in accordance with the purpose for which they were intended, but such use shall not hinder or encroach upon the lawful right of other unit owners.



**The Association requires confirmation that you have received these rules and regulations.**

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

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

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

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

**Unit Number:** \_\_\_\_\_

**DST Property Management, Inc.  
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