

THE HEMISPHERES

# **RULES & REGULATIONS**

## RULES AND REGULATIONS APPLICABLE TO OCCUPANTS

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THE HEMISPHERES CONDOMINIUM ASSOCIATION, INC.  
RULES AND REGULATIONS APPLICABLE TO OCCUPANTS

1. PETS:

Dogs of any kind or size are prohibited. Indoor pets which are confined to the unit and which do not create a noise or hygienic problem will be permitted. (Adopted October 2, 1982)

2. EXTERIOR APPEARANCE:

To maintain a relatively uniform and aesthetically pleasing appearance of exteriors of the buildings, no awnings, signs, canopies, antennas, screens, umbrellas, electrical fixtures, screened or permanent enclosures shall be attached to the outside walls, roof or terraces. Potted trees, foliage and vegetation of any kind, including flowers, shall not protrude beyond the exterior structural limits of the buildings.

Painting or re-painting of terraces or any portion of the exterior walls, or other common areas by occupants or their private contractors is prohibited. The use of tinted film on the inside of windows for screening solar rays is permitted and encouraged.

All cracked or broken windowpanes must be replaced by the unit owner, at the unit owner's expense, as soon as possible after such defect is discovered. No air conditioners or fans, any parts of which are visible from the building exterior, are permitted. No outdoor clotheslines are permitted, and no bathing suits, clothing, laundry or articles of any kind shall be hung from the balconies or windows.

No structural alterations to the building exteriors or common areas are permitted. Any expense to the Association, including legal expenses, created by the necessity to correct such violations will be the responsibility of the individual unit owner(s).

3. SOLICITATION:

There shall be no solicitation by any individual, company or organization on The Hemispheres premises. Under-door distributions of any kind are strictly prohibited, except for informational notices or notices authorized by the General Manager or Board of Directors.

Advertising material may be placed on counters in the mailrooms only with the prior approval of Management. Political material on behalf of any duly qualified candidate for public office may be placed on mailroom counters, and requires the consent of the General Manager.

"Flyers" or handbills of any nature shall not be distributed on The Hemispheres premises.

4. OBSTRUCTIONS:

Sidewalks, entrances, driveways, passages, elevators, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors in walkways or corridors. Garbage cans, milk containers, laundry, clothes, supplies, wheeled vehicles such as bicycles, baby carriages & carts or any other household or personal articles shall not be allowed to stand in the halls, passageways or public areas of the building.

5. OFF-LIMITS AREAS:

No occupant shall be permitted to enter upon the roof, elevator shafts, airhandler rooms, elevator equipment rooms, rooms where garbage compactors are located, or any other areas where electrical or mechanical equipment exists. Fire stairwells are prohibited areas, except in case of fire or other emergencies. Children under the age of 16 are not permitted in Billiard Rooms without an adult accompanying them. Children under the age of 16 are not permitted in the gyms.

6. DESTRUCTION OF PROPERTY:

No occupant shall obstruct, litter, mar, damage or deface any part of the public areas or walls, and the unit owner shall be responsible for any such damage caused by himself, his lessees, guests, moving men, or by mechanics, contractors or employees.

7. CLEANLINESS:

Occupants shall not allow anything whatsoever to be thrown or to fall from the windows, doors or terraces. No sweepings or other substances shall be permitted to escape to the exterior of a building from the terraces, windows or doors. No cigarette stubs, matches, etc., shall be thrown from terraces. No mops shall be shaken from the balconies, windows or doors. All "wet" garbage, including food residue, must be brought to the trash rooms in sealed, leak-proof disposal bags.

8. HURRICANE AND SUDDEN STORM PREPARATIONS:

Each occupant who expects to be absent from the premises at any time during the hurricane season (July 1st to December 1st) must remove all furniture, plants and any other moveable objects from the terrace prior to departure. All occupants are requested to refer to "Hurricane Procedures" under "Advisories" in this book, for their own comfort and safety.

All occupants are requested to supply duplicate keys to management to permit access in case of threat of hurricane or other emergency. All such keys are kept in custody under the strictest security conditions. A charge of \$50.00 will be made to the unit owner in case of necessary, forcible entry. In addition, the costs of repairs to doors and/or door jambs and locks will be borne by the unit owner. If keys have been left with management, there will be a labor charge only for removal of articles from a terrace.

In the Florida sub-tropical climate, occasional, sudden, severe storms, which includes cyclonic winds may occur at almost any time of the year. These weather disturbances may also create lethal flying objects of furniture, plants and other loose objects left on terraces. Therefore, it is recommended that as an additional safeguard, at any time a unit is left unattended for a period of time in excess of three days, all moveable objects on terraces be secured in the unit.

9. ADVERTISING:

All interior and exterior signs advertising commercial stores or professional services on the premises shall be in such form, size, color, content and locations as permitted by the General Manager. No signs or notices shall be placed anywhere on The Hemispheres premises by any individual or organization without the prior approval of the General Manager.

Any authorized or unauthorized signs or notices, which cause damage to or deface walls or other surfaces, are prohibited. Any expenses incurred by the Association, including legal expenses, due to the necessity of repairing such damages to walls or other surfaces, shall be the financial responsibility of the individual or organization responsible for the signs or notices which caused such damages.

Window signs in or on commercial or professional premises shall be in such form, size, color and word content as to be approved by the General Manager. Advertising material on any motor vehicles operated by an occupant or lessee of a commercial or professional space is prohibited.

"For Sale" or "For Rent" signs on or in any window or door of any unit is prohibited.

10. FOOD AND BEVERAGES:

Food and beverages shall be consumed only in public and recreational areas where specifically permitted. Food and beverages are permitted only in the restaurants, Ballroom, Ocean Terrace Room, on the elevated decks adjacent to the south and east sides of the Yacht Club Restaurant and in the designated immediate vicinity of the snack bar. These items shall not be permitted in corridors, elevators, lobbies or on pool decks.

Food and beverages are prohibited in health clubs, recreational rooms or any other areas comprising the remainder of The Hemispheres recreational facilities. No "picnicking" will be allowed anywhere on the premises. Food and beverages are prohibited in card rooms unless a special permit has been approved by Management. Food shall be consumed in designated areas only.

11. SIGNS:

No signs, advertisements, notices, door plates or any similar devices shall be inscribed, painted, engraved or affixed to any part of the outside of a unit.

12. DANGEROUS SUBSTANCES:

There shall not be kept in any unit any inflammable, combustible or explosive substances except those designated for normal household use. The possession or use of any illegal substance is strictly prohibited on any portion of the Condominium property. Drug use or drug paraphernalia that would endanger other residents is strictly prohibited.

13. PLUMBING:

Clothes washers and dryers shall not be installed or used within the confines of any unit. Toilets and other plumbing shall not be used for any purposes other than those for which they were constructed; and no sweepings, rubbish, rags or other foreign substances shall be thrown therein. Total costs of all maintenance, repairs and replacements connected with any such misuse shall be paid by the unit owner.

Plumbing lines in a unit which originate from or discharge into major plumbing lines which service more than a single unit shall not be modified, replaced, capped or altered in any manner without the consent of the General Manager and Chief Engineer. Use of caustic chemicals in sinks, bathtubs and toilets to "clear" drainage lines is strictly prohibited by unit owners.

Special type showerheads, including "massage" or pulsating heads which can be completely turned off by the user at the device, are prohibited. Such devices, when turned off at the showerhead, cause a reflux of hot or cold water back into the water lines, including a cross-over, i.e., hot water can suddenly come from the cold water tap in another unit in the same unit line and can cause scalding of innocent shower users. All such special showerheads must have water flows controlled only by existing turn valves in the shower stalls.

The installation or use of water filtration devices, which by design require the cutting of cold water lines and the insertion of a filter (usually beneath the kitchen sink), is prohibited. These filters remain under constant water pressure, and do not have the structural strength of the interrupted water line. This has resulted in several cases of rupture of the device and serious flooding.

14. RADIO, TELEVISION AND SOUND SPEAKERS:

All radios, television sets and other sound speakers shall be kept moderately tuned at all times so as not to create a noise nuisance to neighbors. There shall be no aerials or antennas of any kind installed which may be seen from the building exterior, except when such device is permitted by the General Manager for the health, safety or welfare of all Hemispheres residents. Satellite dishes shall be installed within the boundaries of the terrace (or balcony) area only, with written authorization from the Association or the General Manager.

Antennas that are one meter or less in diameter may be installed within the boundaries of a unit owner's terrace. To the extent feasible, antennas must be painted in a fashion that allows them to blend into the background against which

they are mounted and are subject to any additional guidelines that may be adopted by the Board of Directors from time to time.

15. CONDUCT:

No person in a unit or in the public areas of The Hemispheres shall engage in loud and boisterous or other disorderly, profane, indecent, immoral or unlawful conduct.

16. ADDITIONAL DOOR LOCKS:

No additional locks shall be placed upon or inserted in any unit exterior door or windows without approval of the General Manager. This does not apply to inside security chain devices or inside door bolts.

17. CHILDREN:

Children shall not play in lobbies, public halls, stairways, elevators, driveways, walkways or parking areas. Children under 12 years of age are not permitted in the swimming pool areas or any of the boat dock areas unless accompanied by a responsible adult. Children under 16 are not allowed in the health clubs.

18. BATHERS:

Bathers using the main (upper) lobbies must wear proper attire, i.e., upper portion of bathing attire must be covered by a suitable robe or jacket, and footwear must be worn at all times. Wearing of bathing suits only is strictly prohibited in public rooms. Bathers not properly attired must use lower lobbies and use service (freight) elevators, if available.

19. "GARAGE" TYPE SALES FROM RESIDENTIAL UNITS:

The selling and/or liquidation of personal property from residential units is strictly prohibited. Such generally advertised sales create a serious breach of our security system and inconvenience to our residents.

20. EQUIPMENT:

Exterior mechanical devices for cooling or heating are not permitted. Occupants are not permitted to cook or barbeque on the terrace.

21. HURRICANE SHUTTERS:

The installation of hurricane shutters by individual unit owners is encouraged. All such shutters shall have reasonable uniformity in color, design and structural strength. All such shutters shall be white and installed inside the reveal of exterior windows. All anchoring devices must be constructed of non-ferrous metals and sealed in a workmanship-like manner, in order to prevent water intrusion behind the exterior curtain walls. All shutters must be "hurricane rated" as opposed to "standard rated" which will not withstand hurricane-force winds.



Prior to installation, any unit owner who intends to contract for such installation must receive approval for such installation by the General Manager.

22. HIRING OF HEMISPHERES PERSONNEL:

No unit owners, lessees or guests shall direct or employ any maintenance, housekeeping, security or pool personnel for their convenience during the on duty hours of said personnel.

23. RESTRICTIONS IN USE OF RECREATIONAL FACILITIES:

Use and enjoyment of our recreational facilities is strictly limited to unit owners and/or lessees in residence and their invited guests. Use of any recreation facilities by lessees of commercial areas, their employees, employees of The Hemispheres Condominium Association, Inc. is prohibited. Any unauthorized individuals using our recreational facilities will be subject to arrest and prosecution for trespassing.

24. ELEVATOR USAGE:

Furniture, freight and large delivered objects must use Service Elevator, except for the Mezzanine and Ground Level units. Any individual who plans to move in or out of a unit must make arrangements with the General Manager, in advance, in order to use a freight (service) elevator on a particular day. There is a move-in/move-out charge of \$100.00 which must be paid in advance.

25. "TOW AWAY" POLICY:

A "Tow Away" policy will be enforced in accordance with Condominium Association Rules, applicable Florida statutes and ordinances of Broward County and the City of Hallandale. The following categories of violations will subject any motor vehicle to the "Tow Away" policy:

- A. Visiting cars, which have not obtained an identifying parking sticker or parking receipt.
- B. Cars locked and left in driveways or under building marquees.
- C. Cars parked so as to interfere with normal and/or safe traffic circulation in driveways and parking areas.
- D. Cars blocking standpipes or fire lanes.
- E. Cars not parked "head in".
- F. Cars parked without front wheels against wheel stops, and which protrude into parking area driveways.
- G. Cars parked in such manner as to intrude upon a neighboring parking space.
- H. Cars parked in a numbered space not assigned to that vehicle.

- I. Cars on premises that have no parking office identification or valet parking ticket.
- J. Vehicles can also be "booted" for any of these violations. A fee of \$50.00 shall be paid before the "boot" is removed.

Authority to order a "Tow Away" is delegated to the General Manager or his designee, the Chief of Security or the Acting Chief of Security.

26. UTILIZATION OF PUBLIC ROOMS:

Use of public rooms by unit owners and their invited guests, on-site restaurants, Social Director, organizations, entertainers, political candidates, lecturers, etc., will be subject to such reasonable conditions and charges as the General Manager may adopt. Lights in all public rooms must be turned off when rooms are not in use.

27. PEST CONTROL:

All residential units are serviced by an exterminator. Services are provided on a published schedule, or in case of special problems, by additional appointments. All residents must permit entry by the exterminator, since a neglected vermin problem in one unit can rapidly become widespread. If a unit is unoccupied and there is reason to believe that a serious pest problem has its origin in that location, the unit may be entered by the exterminator, who will be accompanied by appropriate Security personnel.

If keys to the unit have previously been supplied to Management for use in case of emergency, these will be used. If keys have not been supplied, forcible entry will be accomplished and the same charges to the unit owner will apply as described under Rule No. 8, Hurricane Preparations.

28. SECURITY SYSTEMS:

A. Card Key System:

A card entrance system shall be the primary access to all lobbies, lower lobbies, pool areas and beach. The cards are coded, and a perpetual inventory of the card codes and the units to which they were issued are kept at the Administration Office. All lost or stolen card keys shall be permanently deactivated.

These card keys remain the property of the individual unit owner as long as the unit owner continues to own the unit to which these cards were issued. If a unit owner sells or leases a unit, the cards originally issued to the subject unit should be delivered to the subsequent legal occupant.

If the appropriate number of card keys have not been delivered to a new owner when the change of ownership takes place, the new unit owner will be responsible for the payment of replacement card keys on the same basis as "lost" card keys are replaced. All cards previously issued to that unit will be permanently deactivated.

Upon leasing of the unit, the owner's card keys use shall be curtailed to access only to his/her building during the lease period.

Any card key not registered to the new owner shall be permanently deactivated.

Card keys are to be issued to units (unit owners) on the following basis:

- |           |                      |                      |
|-----------|----------------------|----------------------|
| <b>a.</b> | <b>Studio</b>        | <b>- 2 card keys</b> |
| <b>b.</b> | <b>One Bedroom</b>   | <b>- 2 card keys</b> |
| <b>c.</b> | <b>Two Bedroom</b>   | <b>- 3 card keys</b> |
| <b>d.</b> | <b>Three Bedroom</b> | <b>- 4 card keys</b> |

A charge for replacement of a lost, stolen or misplaced card key is \$20.00. Any card key reported lost, stolen or misplaced shall be permanently deactivated. Each unit (unit owner) shall be entitled to receive all the card keys allocated to his/her unit. Only those cards belonging to actual residents shall be activated, the remaining card(s) shall be named a "guest card" and shall be activated only upon the request of the unit owner or resident to the Administration Office. This must be for a specific time period only and the card shall be automatically deactivated at the termination of the visit.

It is the responsibility of the unit owner or resident to advise the Administration Office in advance and they must be specific about the time period the "guest cards" are to be in effect. Additional "guest cards" can be purchased for \$20.00. These "guest cards" shall be available only to immediate family members previously registered at the Administration Office.

**B. MEDECO Key Emergency Back-up System:**

MEDECO keys can only be used in an emergency when the card key system is inoperable. These keys are used as a back-up system for security reasons only.

1. Only two (2) MEDECO keys shall be issued per unit.
2. An additional key may be purchased at a cost of \$100.00.
3. There shall be a charge of \$100.00 payable to The Hemispheres Condominium Association for the replacement of any key not turned over to a new owner as required at time of settlement.
4. There shall be a charge of \$100.00 payable to The Hemispheres Condominium Association for the replacement of any key which is lost, stolen or misplaced.
5. An owner will be charged \$100.00 per replacement key if they fail to secure the return of their keys from any tenant.
6. Should there be more than two permanent occupants in a unit, additional keys will be available at no charge as long as the additional names are specified on the deed or title.

29. INTERIOR STRUCTURAL ALTERATIONS:

Any inside unit structural alterations, i.e., removal of or construction of interior walls, removal of or creation of closets, "modernization" of kitchens, bathrooms or other areas by "drop" ceilings and/or enclosing existing or modified light fixtures, altering the interior circuit breaker panel or changing electrical capacities of circuit breakers, permanently closing existing interior doorways or creation of new doorways, requires notification and receipt of approval from the General Manager prior to the contracting out or beginning of work on such alterations. The General Manager or his designee shall have the right to inspect such alterations upon completion.

Many innocent appearing interior, non-supporting partition walls contain water lines, electrical conduits, telephone trunk lines and T.V. antenna lead-in wires, which are subject to damage by workmen who are ignorant of or unfamiliar with the "as built" plans of our buildings.

Any work requiring the use of manual or power tools shall be limited to the hours of 8:00 a.m. through 5:00 p.m., Monday through Saturday only, except that all Saturday work will be limited to cleaning and painting.

By law, any interior demolition, construction and alteration costing in excess of \$300.00 in total, must also receive a permit approval from the Building Department, City of Hallandale, before any work commences. Hemispheres work permits for the listed types of work will cost \$20.00.

30. LAUNDRY ROOMS:

Use of laundry room machines is limited to unit owners or their lessees and guests in residence only. All posted instructions relative to the proper use of washing machines and dryers must be followed. All laundry must be removed promptly from washing machines and dryers immediately after the completion of a cycle.

Laundry room sinks must be wiped clean after use. No dyes shall be used in sinks or washing machines. The washing of heavy, bulky items, including but not limited to carpets, drapes, bedspreads and any other washables, which exceed allowable weight limits, is prohibited.

Any authorized user of laundry room equipment must immediately notify the Maintenance Department to report broken or inoperable equipment, leaks and burned out lights in the laundry room. As a safety precaution, any spills of soap or liquids must be wiped up immediately by the user, or our Housekeeping Department called promptly for necessary clean up.

United States coins must be used to operate washing machines and dryers. Any improper usage or abuse by unit owners or their lessees will be the financial responsibility of the unit owner.

31. TRASH ROOM CHUTES:

All refuse, waste, cans and garbage should be securely tied in plastic bags and deposited in the trash chute. Newspapers, waste paper, wire hangers, etc., should be placed in wire basket receptacles. Wood, carpeting remnants, bottles and other heavy objects should be placed neatly in a corner of the trash room. All liquid spills should be cleaned up immediately either by you, or reported to Maintenance. Never use the chute to dispose of the contents of ashtrays which may still contain smoldering material, as a fire in the chute or dumpster (which is not an incinerator) is a real hazard.

Discarded fluorescent tubes or bulbs are extremely dangerous items and should be gently placed on the floor of the trash rooms, against the far wall from the entrance. Multiple disposals of tubes or bulbs should be taped together securely.

Trash rooms are not depositories for discarded carpets, appliances or other building materials. These items must be removed from the buildings by contractors or servicemen, and failure to do so will be the financial responsibility of the unit occupant and/or unit owner.

32. FLOOR COVERINGS:

All unit floor areas, except bathrooms and kitchens, shall be covered by carpeting or other approved materials which reasonably prevent sound transmission to other units. Any tile or other hard floor installation, except on terraces, shall be required to have a suitable acoustic barrier between the hard flooring and the concrete floor slab. Terraces should be waterproofed. Installation of flooring is subject to prior inspection and approval.

33. PACKAGE ROOM AND SERVICES:

Receipt of packages and holding same for pick-up is a function of the Security Department. This service is basically supplied as a courtesy/convenience to our residents for the receipt of relatively small packages. Packages will be received only from bona fide carriers such as UPS, FedEx and Airborne. The United States Postal Department does not leave parcels with the package room.

The package room is located in the Security Department, and in the Bay North Security Office which is open during the same hours, i.e., Monday to Friday, 9:00 a.m. to 11:00 a.m., and 2:00 p.m. to 6:00 p.m. Special arrangements can be made with the Security Department for residents who work. Residents can make arrangements with a Valet to pick up packages on their behalf.

The package room is not to be used as a storage and/or transfer depot by residents receiving multiple, large cartons, particularly part-time residents who ship large quantities of goods to themselves which must be stored awaiting the resident's arrival. It shall be the prerogative of the Security Department personnel to refuse or to accept delivery of such voluminous shipments for storage, based on space availability in the package room. No package(s) will be accepted for outbound shipment by the Security Department.

Residents will be notified of the arrival of a package by under-door delivery of an appropriate notice to the individual unit. Following such notification, the resident must pick up all packages within 14 days. Residents themselves must arrange delivery with the Valets.

All residents are hereby put on notice that the Condominium Association and Security Department carry no insurance covering loss of or damages to the contents of any package received and held for residents. Residents arranging for delivery of packages to the Security Department, as opposed to ordering direct delivery to themselves, do so entirely at their own risk.

34. SWIMMING POOL RULES AND REGULATIONS

1. Pool attendant on duty from 9:00 a.m. to 5:00 p.m.
2. Use pool at your own risk, no lifeguard on duty.
3. No diving or jumping into pool.
4. Anyone incontinent, in diapers or training pants not permitted in large pools.
5. Children under 12 years of age must be accompanied by an adult.
6. Float devices, beach balls, snorkels, SCUBA gear, fins, etc., are prohibited in the pool.
7. No ball playing or roughhousing in pool area.
8. A towel covering the full length of the chaise lounges must be used.
9. Individuals using suntan preparations, or coming from the beach, must shower before entering pool.
10. No food or drink on pool deck outside of designated areas. Absolutely no glass, no littering.
11. Bicycles, roller skates, and skateboards are prohibited.
12. No loud radios, tape or CD players allowed.
13. Pool attendants cannot reserve pool deck chairs.
14. Individuals using the pool area shall have their card key readily available to identify themselves. Guests shall be accompanied by a resident.
15. Security personnel may ask anyone for identification at any time, and have the authority to remove anyone violating any of the above rules.

35. TENNIS COURT RULES AND REGULATIONS:

A. ELIGIBILITY TO PLAY:

1. Court reservation privileges are limited to unit owners or renters in residence.
2. Reservations must be made by the reserver, in person, and "sign-in" time begins at 9:00 a.m. at the Tennis Office near the Bayside Pool.
3. The name of individuals reserving playing time must be recorded on the reservation sheet before play begins and, in the case of resident players, each name must be followed by the resident's building identification and unit number.
4. Guests may be invited by Hemispheres residents only.
5. Failure of players to appear on the court within ten minutes of the beginning of reserved time shall result in the forfeiture of the court to other waiting players.
6. Any resident player must show a card key issued to the resident's unit upon request of Security.
7. Individuals under 16 years of age may play under adult supervision.
8. The daily reservations sheet shall be available for inspection in the Tennis Office.
9. Security shall have the right to ask any player to leave the courts for violations of the Tennis Rules and Regulations.

B. PLAYING TIMES:

1. "Sign-In" time begins at 9:00 a.m. at the Tennis Office.
2. Doubles may reserve a court for one hour.
3. Singles, including threesomes, may reserve a court for one-half hour, if others are waiting to play, or for one hour if no one is waiting.
4. "Free Play" time extends from 7:00 to 9:00 a.m., and from 6:00 to 10:00 p.m., with play permitted on a "first come" basis.
5. There may be a daily "Round Robin" from 7:00 a.m. to 10:00 a.m. on both courts, except that, beginning at 9:00 a.m., if others are waiting to play, the Round Robin shall be limited to the East Court. Participants in the Round Robin will be rotated into play every four games.
6. There may be an open Hemispheres-sponsored Tennis Clinic one day per week, for one hour.

7. Paid tennis lessons may be given only by properly credentialed and insured tennis "teaching pros." Credentials and proof of liability insurance must be filed with the Administration Office. Whenever possible, paid lessons should be scheduled for less busy times of the day.
8. No play is permitted before 7:00 a.m. or after 10:00 p.m. All court lights must be turned off by 10:00 p.m.
9. During "Free Play" time, if others are waiting to play, doubles playing shall limit their play to one hour, singles to one half-hour.
10. Reserved time is not permitted for individual or "solo" practice. This is permitted only when a court is not in use and others are not waiting to play.

C. PROHIBITIONS AND RESTRICTIONS:

1. Regulation tennis shoes only will be permitted on the courts.
2. No food or beverages permitted on the courts.
3. Clothing or other personal belongings must not be hung on the chain link fence.
4. Individuals not actually playing are not permitted on the courts.
5. Continuing to play beyond the reserved time period is strictly forbidden when others are waiting to play.
6. There shall be no pattern of individual or group monopolization of the courts, which violates the spirit of "Fair Play".
7. No player shall be permitted on the courts if the Security declares the court(s) to be in unplayable condition.
8. Proper decorum and sportsmanship will be expected of all players at all times.

D. INJURIES SUSTAINED ON THE TENNIS COURTS:

1. All players play at their own risk.
2. The Hemispheres Condominium Association, Inc. hereby disclaims any liability for injuries sustained not resulting from negligence on the part of the Association or the Association's employees.
3. Any injury sustained on the tennis courts must be reported to Security immediately.
4. An accident report will be submitted by Security to the General Manager.



E. CONTROVERSY AND/OR TENNIS RULES INTERPRETATION:

1. Any disagreement among players relative to the interpretation and enforcement of these Rules and Regulations, or other problems arising among players, will be ruled on by Security or the General Manager.
2. The decision of Security or the General Manager, in all cases will be final.

36. PARKING RULES, REGULATIONS AND RATES:

1. DEFINITIONS:

- A. Assigned Parking Space, Under Cover: This refers to all numbered garage spaces, on grade and covered by an aboveground deck.
- B. Assigned Parking Space, not Under Cover: This refers to numbered parking spaces, either on grade or on an upper deck, which are not covered or shielded from the elements.
- C. Common area Parking Spaces: These are unnumbered parking spaces, not under cover, which may be shared by designated groups of unit owners or lessees. None of these spaces is specifically reserved for the exclusive use of any particular resident.
- D. Short-Term Lease: This refers to any lease with a term of 100 days or less.
- E. Intermediate-Term Lease: This refers to any lease with a term of 101 days through 364 days, or for a period between 101 days and 364 days.
- F. Long Term Lease: This refers to any lease for a term of 365 days or more.
- G. Lessor: This refers to a unit owner who rents a unit to another.
- H. Lessee: This refers to a renter who enters into a lease agreement with a lessor, thereby becoming the lessor's tenant.

2. AUTHORITY FOR ASSIGNMENT OF SPACES AND ENFORCEMENT OF THESE RULES, REGULATIONS AND RATE STRUCTURE:

- A. This authority is hereby delegated by the Board of Directors to the General Manager, who in turn may delegate any or all of these responsibilities to Administration. In case of any conflict or dispute, the authority of the General Manager shall prevail. Any changes in these Rules, Regulations and Rates shall be reserved as the exclusive right of the Board of Directors.



## THE HEMISPHERES

April 25, 2014

Dear Hemispheres' Owners:

RE: Policy Change to Rules and Regulations

At the monthly Board of Directors Meeting held on Wednesday, April 15, 2014 in The Hemispheres Ballroom, a motion was made to change the cost of the access control clickers thereby returning to the residents \$75.00 instead of \$90.00. This will be effective May 1, 2014 for new clicker purchases only. This decision was made in order to meet the cost of purchasing the access control clickers.

Thank you.

Sincerely,

FOR THE BOARD OF DIRECTORS

Mary Cerciello, M.A., LCAM, CMCA  
General Manager

3. OWNERSHIP VERIFICATION:

- A. Upon request of the General Manager, a unit owner shall produce evidence of unit ownership in the form of a Warranty Deed or other evidence of ownership satisfactory to the General Manager.

4. RESPONSIBILITY FOR PAYMENT OF PARKING FEES:

- A. Unit owners will be responsible for the payment of any unpaid parking charges incurred by their tenants, guests or visitors.
- B. Direct billing of lessees (renters) is a courtesy and convenience accorded the unit owner (lessor), and will not relieve the unit owner of the responsibility for payment in cases of default by the lessee.

5. VEHICLE ENTRY CARDS:

- A. Access to the parking areas requires a vehicle clicker.
- B. Parking sticker is to be permanently attached to the interior lower left corner of the vehicle's rear window.
- C. Each unit is entitled to one (1) clicker per allowed parking space.
- D. Clickers are not transferable.
- E. There shall be no charge for replacement of defective clickers.
- F. There shall be a charge of \$100.00 for clickers provided to renters, of which ~~\$90.00~~ <sup>\$5.00</sup> shall be refunded upon return of the clicker.
- G. Replacement clickers shall have a cost of \$100.00 with proof of loss.
- H. Clicker holders are prohibited from using them to permit entry to parking areas by any other vehicles.

6. RESIDENT PARKING:

- A. Unit owners in residence who own or rent a car will be entitled to one parking space, free of charge, on the following basis:
  - 1. 3-Bedroom: One covered garage space.
  - 2. 2-Bedroom: One covered garage space, if available.
  - 3. Studio and 1-Bedroom: One outside (not covered) parking space, either assigned to a specific space, if available, or the sharing of a common parking area. If requested, and if available, a covered parking space may be assigned at a charge of \$35.00 per month. The \$35.00 per month charge shall apply only to those who reserved a number, covered parking space for a period of not less than one year, or until such time as the occupant assigned such covered parking space permanently ceases to occupy the unit to

which said space has been assigned. Intermittent or part-time usage of such reserved space will not relieve the reserver of said covered parking space of the obligation to pay for the entire period of time during which the space had been reserved.

All unit owners in this category who have owned their units prior to January 12, 1976, and who are presently using a previously assigned parking space in the garage, will not be required to pay a monthly charge, as long as they continue to own and occupy the unit to which a parking space had been assigned.

B. Second Car -- Common area parking or assigned, numbered space:

1. 3-Bedroom: \$35.00 per month.
2. 2-Bedroom: \$35.00 per month.
3. Studio and 1-Bedroom: \$35.00 per month.

The \$35.00 per month charge for a second car shall apply only to those who register such vehicle with the Administration Office for a period of not less than one year, or until such time as the occupant assigned any space for a second car permanently ceases to occupy the unit to which said second car parking privilege has been reserved, or the second car has been disposed of.

The practice of an occupant using a second assigned space for short periods of time, or intermittently, during the period said space had been reserved, will not relieve the user of the obligation to pay for the entire period of time during which a second parking space or area had been reserved.

C. Third car space: \$70.00 per month, common area parking or assigned space. This price shall apply on a monthly basis, or fraction thereof, without requirement for a minimal period of reservation.

D. All parking spaces for which a charge is made to unit occupants must be paid for one month in advance. Bills will be mailed on approximately the 20th of each month and are payable by the first of the following month. Occupants who pay an annual parking fee of \$385 (11 months @ \$35) in advance, by January 31<sup>st</sup>, will receive a discount of the 12<sup>th</sup> month free. Occupants who do not pay their monthly parking fee by the 15<sup>th</sup> of the month, will be charged a late fee of \$5.00 per month.

7. SHORT-TERM LESSEE (RENTER) SELF-PARKING:

- A. This category has been defined as applicable to those renters with a lease in effect for a period of 100 days, or less.

- B. There will be a charge of \$75.00 per month, payable in full, in advance. This charge will be applicable whether a space is specifically assigned or common area parking is designated.

8. INTERMEDIATE-TERM LESSEE (RENTER) SELF-PARKING:

- A. This category has been defined as applicable to renters with a lease in effect for a term of 101 days through 364 days, or any period of time in between.
- B. There will be a charge of \$60.00 per month, payable in advance, This charge will be applicable, whether a space is specifically assigned or common area parking is designated.

9. LONG-TERM LESSEE (RENTER) SELF-PARKING:

- A. This category has been defined as applicable to renters with a lease in effect for a period of 365 days, or more. This will also include the extension of an existing lease, such extension being for a period of no less than 365 days.
- B. Renters in this category will be entitled to a free parking space, which may be either specifically assigned or the usage of common area parking may be designated. All long-term renters will be assigned spaces in accordance with the provisions of 46A of these Rules and Regulations.

10. VALET PARKING SERVICE FOR RESIDENTS (UNIT OWNERS OR LESSEES):

- A. There will be a charge of \$3.00 per day for overnight parking, payable in advance, or \$26.00 per month, on a monthly basis, minimum of one year for the \$26.00 monthly rate.

11. VISITOR'S PARKING:

- A. The regular parking fee is \$1.00 per day, and \$3.00 for each overnight stay.
- B. On the following holidays and holiday weekends, the special parking fee is \$5.00 per day, including any overnight stay: New Year's, Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, and Christmas.

12. EMPLOYEES OF THE CONDOMINIUM ASSOCIATION:

- A. Assignment of parking spaces will be made for the purpose of accommodating employees. Employees are prohibited from parking in the numbered spaces assigned to residents.

13. LESSEES (RENTERS) OF COMMERCIAL SPACES AND THEIR EMPLOYEES:

- A. Parking space assignments will be made in accordance with the terms and conditions of existing leases between the lessee and the Condominium Association.
- B. Where leases exist between a commercial lessee and the Association and there is no reference to such terms and conditions, the General Manager shall have the authority to stipulate such charges as he deems to be appropriate and reasonable, including the charge for validations.

14. UNIT OWNERS OR LESSEES WHO DO NOT OWN OR LEASE A CAR:

- A. No parking space will be assigned to these individuals, and no vehicle entry cards, will be issued.

15. REPAIR OF VEHICLES ON PREMISES:

- A. Repair of vehicles on the premises is strictly prohibited, except in case of an emergency.

16. CAR WASHING:

- A. Car washing is permitted only in designated "car wash" areas.

17. PARKING OF COMMERCIAL AND RECREATIONAL VEHICLES:

- A. The parking of any boat, boat trailer, house trailer, camper or truck is prohibited, except in cases where written consent is obtained from the General Manager.
- B. Motorcycles and mopeds are prohibited, except by special arrangement with the General Manager.

18. PREFERENCE IN ASSIGNMENT OF PARKING SPACES:

- A. Unit owners, if possible, will be given preference over renters in the assignment of parking spaces.
- B. Administration shall have the right at any time to re-assign and change parking spaces or parking area designations, subject to approval by the General Manager, and in accordance with these Rules and Regulations.

19. UNIT OWNER OR LESSEE CHANGE OF CARS:

- A. At any time an owned, leased or borrowed car registered with Administration is substituted for any another vehicle, Administration must be notified immediately. Unit owners or lessees who temporarily or permanently vacate a parking space or cease using a common parking area shall not have the right to sub-assign such numbered space or common parking area assignment to any other individual, including family members and guests. All such transfers must be approved by and processed through Administration and may include such charges as may be applicable.

20. COURTESY PARKING:

- A. Fifteen (15) minutes of free parking will be allowed for short pick-ups, minor deliveries, etc. Cars left in excess of 15 minutes will be charged at the regular valet parking rate of \$1.00. Keys must be left with the valet or security guard at the desk.

21. ILLEGAL PARKING:

- A. Visiting cars which have not been ticketed, cars locked and left in driveways, cars blocking standpipes, cars which are not parked "head-in" or are in a space not assigned to that particular vehicle, will be considered to be illegally parked and subject to our "Tow-Away" or "Boot" policy. A full description of "Tow Away" violations is contained in the "Tow-Away policy detailed separately under the Rules and Regulations.

22. SUB-ASSIGNMENT OF SPECIFIC PARKING SPACES BY UNIT OWNERS:

- A. This practice is strictly prohibited. A unit owner who sells a unit or leases a unit to a renter shall not represent that a specific parking space will be made available to the new unit owner or renter.

23. COURTESY VALET PARKING FOR ALL HEMISPHERES RESIDENTS:

- A. Free valet parking service will be offered to any Hemispheres car crossing from either the Bayside to the Oceanside or from the Oceanside to the Bayside. This practice may be curtailed and permitted only for the truly handicapped individuals, at the discretion of the General Manager.

24. VEHICLE IDENTIFICATION:

- A. The General Manager and Administration are authorized to properly identify each car entitled to a parking space, whether a space is specifically identified or common area parking is assigned. This is essential for the control of improper usage and for protection of income to which the Condominium Association is entitled. Vehicles not properly identified shall be considered illegally parked and subject to our "Tow-Away" or "Boot" policy.

25. EXISTING USE OF PARKING SPACES NOT IN CONFORMITY WITH CONDITIONS DETAILED IN THESE RULES AND REGULATIONS:

- A. Use by a resident of an existing parking space, regardless of the length of time occupied, does not give any resident the right to occupy said parking space. All parking spaces are owned "in common" and no single space shall be considered as belonging to, or reserved for, the exclusive use of any resident.
- B. The General Manager and Administration shall have the authority to reassign such residents' cars in accordance with the terms and conditions of these Rules and Regulations.

26. DISABLED OCCUPANTS:

- A. Occupants suffering such physical or mental disability as to require the services of full-time, sleep-in attendants, nurses or nurses aides may make arrangements with Administration to provide parking accommodations for such individuals. A reasonable charge for such parking accommodation shall be determined by the General Manager. Medical proof of occupant's disability, as certified by the occupant's treating physician, may be requested by the General Manager.

27. AVOIDANCE OF UNNECESSARY REASSIGNMENT:

- A. There will be no unnecessary reassignment or shifting of parking spaces when cars are already parked in accordance with these Rules and Regulations. Every effort will be made to avoid needless inconvenience for our resident.

28. EXCLUSION OF TRUCKS AND CERTAIN COMMERCIAL VEHICLES FROM UPPER PARKING DECKS AND DRIVEWAYS:

- A. Based upon limited structural and weight-bearing capabilities of upper parking decks and driveways, these areas shall be restricted to use by



passenger-type vehicles of no more than four wheels and no more than two axles. Any exception to this rule must be by approval of the General Manager. This rule shall not apply to Emergency Medical Service vehicles, tow trucks, firefighting equipment, utility service vehicles, ambulances, police vehicles, mini school buses or airport limousine service vehicles.

\*\*\*END OF PARKING RULES, REGULATIONS AND RATES\*\*\*

37. MARINA USAGE:

Use of boat slips for docking shall be limited to unit owners. Slips shall be assigned by the General Manager or his designee. It shall also be the prerogative of the General Manager to reassign boat slips at any time if he judges such action to be in the best interests of the marina operation.

All available boat slips shall be assigned an identifying number. All craft docking at The Hemispheres marina must be registered with the General Manager, and such registration shall contain the following information:

1. Name, address and telephone number(s) of individual or entity in whose name craft is registered.
2. Name, address and telephone number(s) of individual unit owner or lessee requesting dock space.
3. Name of craft, if applicable.
4. Make of vessel.
5. Length of vessel.
6. Craft license number and/or identifying numbers.
7. Name of marine insurance carrier (liability).
8. Is craft equipped with air-conditioning? Inside lights? Refrigerator?  
All such crafts will be considered as requiring access to an electrical hook-up from shore.

Damage to lifts, docks, seawalls, dolphins, electrical equipment on shore, hose lines and water spigots, as well as any other supporting shore facility or amenity shall be the responsibility of the slip user and/or the sponsoring unit owner.

"Catwalks" may be constructed by slip users following submission of and approval of construction specifications by the General Manager. Damaged or unsafe "catwalks" must be repaired promptly by the slip user, or removed. If a boat slip occupant fails to repair, replace or remove a damaged or unsafe "catwalk", removal will be accomplished by the Condominium Association and charged to the slip user and/or sponsoring unit owner. "Catwalks" may be constructed for shared usage by neighboring slip owners, who will jointly be

required to abide by all provisions relative to the construction, repair or removal as described in the section. All vessels shall be safely secured in a seamanship-like manner in order to prevent damage to lifts, neighboring boats, dolphins and seawalls.

Dropping or discharge of any foreign substance or pollutants from the craft or docks into the waterway is strictly prohibited, and this includes the flushing out of "heads", chemical and/or petroleum product spills or discharges, cleaning substances, etc.

Storage of gasoline or other inflammable material anywhere on site, other than aboard the vessel itself, is strictly forbidden. Motor overhauls and major repairs at dockside are prohibited. No structural alterations or fixed attachments to the seawall, dock or dolphins are permitted without the consent of the General Manager.

Sub-assignment, leasing or "lending" a boat slip for use by any craft other than the one registered and assigned to a specific berth is prohibited. The Condominium Association hereby disclaims any responsibility for loss of or damage to on-board valuables, boating accessories or the vessel itself and assumes no responsibility for electrolytic activity and/or other possibly corrosive forces which may cause damage to vessels at dockside.

Billing of individual slip users reserving dockage space on an annual basis will be done by Administration on a monthly basis, payable on the first day of each month, in advance.

The Condominium will provide an electrical hook-up and water at each slip.

#### RATES FOR DOCKING SPACE ON THE FOLLOWING BASIS

##### RATES:

Dockage Reserved On the Following Basis:	(A) Length -----	(B) Added Charge For Utilities -----	(C) Added Charge For Electric Hook-up for Boats with A/C -----
Annual	\$7.00 per ft. per mo.	\$10.00 per mo.	\$15.00 per mo.

It shall be the option of the General Manager to institute a lease arrangement with boat slip users who reserve dockage space on an annual or monthly basis. Reservation by a boat owner of a specific boat slip requires that the boat owner pay at least the basic dockage charge on an uninterrupted, monthly basis.

Electrical hook-up charges shall be applicable to any craft so equipped that it could utilize dockside electricity advantageously. Boats equipped with air-conditioning units, whether operational or not, shall be billed at the higher electrical hook-up charge applicable to such vessels.

A boat owner who removes his craft from the dock area for an uninterrupted period of time, in excess of one calendar month, shall not be liable for utility charges during the calendar month(s) the boat is not at dockside. Elimination of utility charges under these circumstances requires that the boat owner notify the General Manager, in writing, of the departure date of his craft. The boat owner is also required to similarly inform the General Manager of the date his boat returns to dockside.

Boat owners who have already prepaid dockage charges in accordance with previously existing rates, will not be required to pay the new rates until such time as the prepayment period has expired.

38. DISSEMINATION OF INFORMATION TO RENTERS (LESSEES):

It shall be the responsibility of the unit owner (lessor) to supply the renter (lessee) with a set of the revised Condominium Documents, which also include Rules and Regulations and Advisories. Any portions of said documents, applicable to renters, including changes in Rules and Regulation and the issuance of Advisories shall be promptly transmitted from the unit owner to the lessee.

All renters (lessees) shall be required to abide by any provisions in the Condominium Documents and Rules and Regulations which may be applicable to renters. Copies of the Condominium Documents, Rules and Regulations and Advisories are available for inspection by renters (lessees) in Administration.

LEASING, USE AND OCCUPANCY RULES AND REGULATIONS:

39. LEASING:

No unit shall be leased for a term less than three (3) uninterrupted months and no more than once during any consecutive twelve (12) month period. No owner may lease his unit without the prior written approval of the Board of Directors. An owner intending to lease his unit is responsible to contact the Association's Management Office to obtain a lease application package. All forms in the lease application package must be completed by the proposed tenant and submitted to the Management Office along with a copy of the proposed lease, a standard lease addendum as promulgated by the Board from time to time and a non-refundable \$100.00 screening fee. Within fourteen (14) days from receipt of the completed lease application package and any additional information which may be required by the Board of Directors, the Board of Directors shall either approve or disapprove of the lease. The proposed tenant shall also be responsible to schedule a personal interview with the Board of Directors or its designated committee. Unless otherwise provided by the Board or the Committee, all individuals who will be occupying the unit shall be present at the personal interview.

No tenant may occupy the unit prior to obtaining the Board of Directors approval unless the tenant has been previously approved and is awaiting approval of a lease renewal. A lease application shall be deemed automatically withdrawn if the prospective tenant occupies the unit prior to receipt of approval from the Board of Directors.

Tenants shall be required to place in Escrow with the Association a security deposit in a sum to be established by the Board of Directors which shall not exceed the highest sum permitted by Chapter 718, Florida Statutes as amended from time to time. The security deposit may be used by the Association to repair any damages to the common elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Board of Directors). The owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant.

40. SUB-LEASING:

The lessee may request the right to sub-lease his unit as per Section 9.03 of the Declaration, as amended, in the event of undue hardship. Undue hardship is defined as a serious medical condition which leaves the original lessee no other alternative than to vacate the leased premises. Verification of the asserted hardship must be by a written and notarized statement by the attending physician. All requests for sub-leasing shall simultaneously require the written consent of the unit owner attached thereto, and to be effective, must have the written approval of the General Manager or the Board of Directors. Sub-leasing shall be limited to the remainder of the original lease.

41. RE-RENTING:

A unit may not be rented more than once during any consecutive twelve (12) month period. Re-renting by the unit owner within such twelve (12) month period may be permitted in the event of the death of the lessee, as verified by a copy of the death certificate, delivered to the General Manager. Re-renting by the unit owner may also be permitted in the event of undue hardship as hereinabove set forth. In either event, re-renting shall be for a minimum of one (1) year lease, and only with the approval of the General Manager or the Board of Directors. In the event the lessee has vacated the leased premises prior to the expiration date of the lease, no one else except the unit owner and/or spouse may occupy the leased premises for the remainder of one year from inception date of the lease. Other members of the unit owner's immediate family as herein defined, and guests may share such occupancy only when the unit owner (and/or spouse) is physically present in the said leased premises, and subject to occupancy limits as set forth herein.

42. CORPORATIONS:

A condominium unit owned by a corporation, business firm, estate, or other artificial entity may be occupied only by the officer or employee thereof entitled to cast the vote of the unit for the corporation or other artificial entity designated in a certificate for this purpose pursuant to the Documents of the Condominium Association, and such individual's immediate family, as defined herein. As to a Corporate Lessee, the allowable occupancy shall be restricted only to the

designated Corporate Officer and his immediate family, as defined herein. Such designated officer may not be changed more than one time during the term of the lease and must be verified by a Corporate Resolution to this effect, promptly submitted to the General Manager together with the appropriately amended lease.

43. IMMEDIATE FAMILY AND RESTRICTIONS:

As used herein, the term "immediate family" shall be defined to mean and shall be construed to include the individual owner's or voting person's spouse, children, grandchildren, parents, grandparents, brothers and sisters and their spouses and children, provided that they do not exceed the allowable number of occupants as indicated herein.

In any event, no person or persons in the immediate family will be permitted to occupy the unit of under the age of eighteen (18), unless accompanied in residence by their parents or grandparents. Upon the purchase of a unit, or the execution of a lease of a unit, the said owner or lessee shall, within ten (10) days, submit and deliver in writing to the General Manager, the names and relationships of all immediate family members as defined herein.

Current owners and lessees must complete and submit the Association's approved form indicating said names and relationships of this immediate family prior to occupancy of a unit. A parking space allowed to the unit owner or approved lessee cannot be occupied under any circumstances, by anyone other than the said unit owner or approved lessee.

44. IMMEDIATE FAMILY OCCUPANCY RULES:

If the unit owner or duly approved lessee is not presently in occupancy and desires members of his immediate family to use or occupy the unit in his absence, the said unit owner or unit lessee shall notify the General Manager or Association Secretary at least ten (10) days prior thereto, in writing, of the intended occupancy by the indicated members of his immediate family, as herein defined, their relationship to said unit owner or lessee and the expected or intended length of stay therein. This can be accomplished no more than twice during the year and for a period not exceeding four (4) uninterrupted weeks, for each stay. However, at no time shall such occupancy exceed two (2) persons in number for a studio unit, three (3) for a one (1) bedroom, four (4) for a two (2) bedroom unit and six (6) for a three (3) bedroom unit, as stated in Section 9.05 of the Declaration.

45. GUESTS:

No one outside of the immediate family, as defined herein, shall be permitted to use or occupy a unit, if such unit owner or approved unit lessee is not physically and presently residing therein at the same time. A waiver of this restriction may be issued by the General Manager for good cause shown upon an application or request for same, obtained prior to such person's occupancy, to be submitted at least fifteen (15) days prior to such intended occupancy.

46. FINING PROCEDURE:

In accordance, with Section 18.06 of Article XVIII of the Declaration of Condominium ("Declaration"), the Association, in addition to all other remedies available, may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee to comply with any provision of these Rules and Regulations, the Declaration, the Bylaws, or Articles of Incorporation of the Association as all may be amended from time to time. No fine shall exceed the maximum amount permitted by Chapter 718, Florida Statutes as amended from time to time, nor shall any fine be levied except after giving reasonable notice and an opportunity for a hearing of the party against whom the fine is sought to be imposed in accordance with the following procedures:

- A. Notice: The Association through a committee of unit owners appointed by the Board of Directors ("the Screening-Violations Committee") shall notify the party against which the fine is sought to be imposed of the infraction(s). The party shall be afforded an opportunity for a hearing before the Screening-Violations Committee after a reasonable notice of not less than (14) days, and said notice shall include:
  - I. A statement of the date, time and place of the hearing.
  - II. A statement of the provisions of the Declaration, Bylaws, or Rules and Regulations which have allegedly been violated.
  - III. A short and plain statement of the matters asserted.
- B. Hearing: The non-compliance shall be presented to the Screening Violations Committee. The parties against whom the fine is sought to be levied shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge and respond to any materials considered by the Screening-Violations Committee. If the Screening-Violations Committee determines that a fine should be imposed, the Screening-Violations Committee shall set the amount of the fine. The party against whom the fine is imposed shall be advised of the amount of the fine in writing within ten (10) days after the Screening-Violations Committee hearing.
- C. Fines: The Screening-Violations Committee may impose fines up to the amount of \$100.00 per violation, not to exceed the sum of \$1,000.00 for each day of a continuing violation, (or such greater amount as may be permitted by law from time to time).
- D. Violations: Each separate incident which is grounds for a fine shall be the basis of a separate fine.
- E. Payment of Fines: Fines shall be paid not later than ten (10) days after notice of the imposition thereof.

- F. Non-Exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

47. COPIES OF WARRANTY DEEDS AND LEASES TO ADMINISTRATION:

All unit owners are required to deliver to the General Manager a copy of a Warranty Deed, applicable to each unit owner. Any unit owner who leases a unit to a lessee must execute a standard lease addendum promulgated by the Association.

All leases entered into between a unit owner and lessee shall contain certain provisions as described in Article IX of the revised declaration of Condominium. A copy of said lease shall be submitted with leasing application package.

48. DEFINITION OF OCCUPANT:

The term "occupant" as used herein refers to all unit owners in residence, renters and the families and guests of the legal user of the premises.

49. DELEGATION OF AUTHORITY:

These Rules and Regulations are subject to modification, deletions or additions only by the Board of Directors, except where the Board's authority has been specifically delegated to the General Manager and/or other employees.

50. SUBORDINATION AND/OR INVALIDATION OF ANY OF THESE RULES AND REGULATIONS:

All adopted Rules and Regulations are presumed to be legally enforceable, except when in conflict with the Condominium Act (and any amendments) or other laws as may exist or be adopted from time to time by the State of Florida, Broward County or the City of Hallandale. Any law or legal ruling or adjudication which invalidates any part of these Rules and Regulations shall not be constructed as invalidating any other part of these Rules and Regulations.

51. DISTRIBUTION OF REVISED CONDOMINIUM DOCUMENTS:

Each unit owner of record shall be entitled to one copy of the Condominium Documents, including Rules and Regulations and Advisories, for each unit owned, without charge. Upon receipt of said book by a unit owner, the unit owner of record will be required to sign an appropriate form, acknowledging receipt of the Condominium Documents. Additional copies may be supplied upon request, and an appropriate charge shall be established by the General Manager.

52. FINANCIAL RESPONSIBILITY:

Any expense incurred by the Association caused by violations of these Rules and Regulations by occupants, including legal expenses, shall be the responsibility of the individual unit owner(s). Unit owners shall be responsible for any expenses to the Association by virtue of the improper or destructive acts of themselves, their lessees, guests, visitors and their outside contractors or servicemen.

53. REVOCATION OF ALL PREVIOUS RULES AND REGULATIONS:

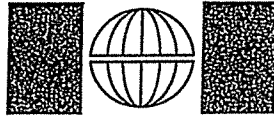
Upon the date these Rules and Regulations are declared to be in effect by the Board of Directors, all previously published Rules and Regulations will be rescinded.

54. EFFECTIVE DATE:

Revised Rules and Regulations were adopted on October 26, 2000, and became effective on December 10, 2000. Further revisions were adopted October 23, 2003; February 22, 2004; and February 27, 2005.







## **THE HEMISPHERES**

### **New Rules & Regulations**

At the Wednesday, May 20, 2015 Board of Directors Meeting, the following New Rules were adopted by the Board.

#### **TOWEL FEES**

AS OF JUNE 1, 2015 the Towel Rental Fee at the Pools will be \$3.00 per towel.

#### **VALET PARKING AS OF JULY 1, 2015**

##### **NEW RULE 36.10:**

\$7.00 Valet Parking – Monday through Friday every 12 Hours

\$3.00 for the Parking Stickers purchased in the Administration Office for Owners and Residents ONLY

\$10.00 Weekend Parking starting Saturday and Sunday every 12 Hours

\$12.00 Holiday Parking every 12 hours: New Year's Day, Memorial Day, Labor Day, Thanksgiving, Christmas, Independence Day



## **THE HEMISPHERES**

### **NEW RULE adopted by the Board of Directors as of March 18, 2015**

**Add Rule:** Tower Lobbies are for the sole and exclusive use of temporarily and briefly waiting to meet someone and/or to escort them inside or outside the building. All other use of the Tower Lobbies is prohibited.

Owners and residents are prohibited from bringing, placing and storing furniture and all other personal property in the Tower Lobbies and other common elements. Food and drinks are prohibited in the Tower Lobbies. Proper attire, such as shirts and shoes are required in the Tower Lobbies. Wet bathing suits are prohibited in the Tower Lobbies.



## **THE HEMISPHERES**

### **NEW RULES AND REGULATIONS**

**AS OF OCTOBER 15, 2014**

1. **Add a Rule to 24 – Elevator Usage:** The Service Elevator is available for Move-In/Move-Out Monday through Friday from 9:00 a.m. to 5:00 p.m. excluding legal holidays. Using the Passenger Elevators for Move-In/Move-Out is prohibited. Trucks are to leave the property by 5:00 p.m. or there will be an additional charge for overtime of \$100.00. The Service Elevator use for Deliveries is Monday through Friday from 9:00 a.m. to 5:00 p.m. and Saturday, 9:00 a.m. to 2:00 p.m. Deliveries of more than 5 pieces must be brought up or down in the Service Elevator; and, arrangements need to be made with the Administration Office to pay \$100.00 for the use of the Service Elevator. The Association is not responsible for any loss of time or expense should the elevator malfunction during or before a delivery.

2. **Original Rule 36.5.F:** There shall be a charge of \$100.00 for clickers provided to renters, of which \$90.00 shall be refunded upon return of the clicker.

**New Rule 36.5.F:** There shall be a charge of \$100.00 for clickers provided to renters of which \$75.00 shall be refunded upon return of the clicker.

3. **Add a Rule to 28.A Card Key System:** If Card Keys are confiscated a second time for misuse, there shall be a \$20.00 charge to retrieve it.

4. **Add a Rule 28.C Emergency Keys:** A copy of unit keys are required to all condo units for emergency purposes only.

5. **Add a Rule 36.24.B Vehicle Identification:** Vehicles must be registered in owner/resident's name and match registration.

6. **Add a Rule 36.9.C Long Term Lessee Self-Parking:** Renters leasing for 12 months are permitted to use the owner's parking space.

7. **Original Rule 34.14:** Individuals using the pool area shall have their card key readily available to identify themselves. Guests shall be accompanied by a resident.

**New Rule 34.14:** Individuals using the pool area shall have their card key readily available to identify themselves. Guests shall be accompanied by an owner/resident at the pool and common areas.

**8. Original Rule 34.6:** Float devices, beach balls, snorkels, SCUBA gear, fins, etc., are prohibited in the pool.

**New Rule 34.6:** Float devices, beach balls, SCUBA gear, fins, etc., are prohibited in the pool. No floating devices except any personal floating device that physically attaches completely around the body and is US Coast Guard approved, and including exercise weights designed exclusively for exercising in the pool.

**9. Original Rule 34.4:** Anyone incontinent, in diapers or training pants not permitted in large pools.

**New Rule 34.4:** Anyone incontinent or who cannot control bodily waste functions is prohibited in any pool unless they are wearing a leak proof swimmers diaper. If the pool has to be treated due to bodily accidents, the cost will be at the owners' expense which is a minimum of \$500.

**10. Original Rule 34.5:** Children under 12 years of age must be accompanied by an adult.

**New Rule to 34.5:** Children under 12 years of age must be accompanied by an adult in the pool area and children under 5 years of age in the pool must be actively supervised by an Adult in the pool with the child.



## THE HEMISPHERES

April 25, 2014

Dear Hemispheres' Owners:

RE: Policy Change to Rules and Regulations

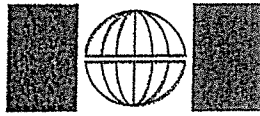
At the monthly Board of Directors Meeting held on Wednesday, April 15, 2014 in The Hemispheres Ballroom, a motion was made to change the cost of the access control clickers thereby returning to the residents \$75.00 instead of \$90.00. This will be effective May 1, 2014 for new clicker purchases only. This decision was made in order to meet the cost of purchasing the access control clickers.

Thank you.

Sincerely,

FOR THE BOARD OF DIRECTORS

Mary Cerciello, M.A., LCAM, CMCA  
General Manager



## THE HEMISPHERES

### New Rules & Regulations

As of 03/08/12

1. **Add Rule:** All windows and doors must be kept closed. The A/C must be kept on at all times. The A/C will automatically shut off when the temperature outside reaches a certain temperature. That is the only time the A/C should be off in a unit.
2. **Add Rule:** Only one vehicle is allowed to park in one space.
3. **Add Rule:** All units must have the electricity connected and working.
4. **Add Rule:** Upon request of the General Manager, a unit owner shall produce evidence of ownership of any vehicle parking on the property. Only vehicles that are owned by a resident or owner will be allowed on the property.
5. **Original Rule 36.10.A:** There will be a charge of \$3.00 per day for overnight parking, payable in advance, or \$26.00 per month, on a monthly basis, minimum of one year for the \$26.00 monthly rate  
**New Rule:** There will be a charge of \$4.00 per day for overnight parking, payable in advance, or \$35 per month, on a monthly basis. This rate is subject to change at anytime.
6. **Original Rule 36.11. A/B:** The regular parking fee is \$1.00 per day, and \$3.00 for each overnight stay.  
On the following holidays and holiday weekends, the special parking fee is \$5.00 per day, including any overnight stay: New Year's, Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, and Christmas  
**New Rule:** All visitors of a tenant or unit owner will be responsible for paying the current cost of valet. There are additional cost for overnight parking and holiday parking.
7. **Add Rule:** If a resident is entitled to a parking space, the resident must assign and register one vehicle for that space. Only one vehicle can be assigned to one space. Any additional vehicles will be required to have another space and will be charged accordingly.
8. **Add Rule:** All candidates for the Board must release consent to run a background. Any candidates who have a criminal record will not be eligible for the Board.
9. **Add Rule:** Any resident over the age of 14 must have an ID card to access all common areas. Any residents under the age of 14 must be accompanied by an adult at all times.
10. **Add Rule:** Official records/ Inquiry Rule (see enclosed)

## **RULES AND REGULATIONS GOVERNING INSPECTION AND COPYING OF ASSOCIATION RECORDS**

### **RECORDS DEFINED**

The records available for inspection and copying are defined as only those records designated by the Chapter 718, Florida Statutes, as amended or renumbered from time to time, as the Official Records of the Association open to inspection and copying by Owners, and only to the extent the Association is required to maintain such records.

### **RECORDS AVAILABLE**

No records, other than those defined above, are available for inspection or copying. Without limiting the foregoing, the following records are not available to Owners for inspection or copying: (1) any information or record protected by the lawyer-client privilege, (2) any information or record protected by the lawyer work-product privilege, (3) any information or record in connection with the lease, sale, or other transfer of a Unit, (4) any information or record concerning the disciplinary, health, insurance and personnel records of Association or management employees, (5) any information or records concerning the medical records of Owners or community residents, (6) any social security numbers, driver's license numbers, credit card numbers, e-mail addresses, telephone numbers, emergency contact information, any addresses of a Unit Owner other than as provided to fulfill the Association's notice requirements, and other personal identifying information of any person, excluding the person's name, unit designation, mailing address, and property address, (7) any electronic security measure that is used by the Association to safeguard data, including passwords, (8) the software and operating system used by the Association allowing manipulation of data, even if the Owner owns a copy of the same software used by the Association and (9) any information or records now or hereafter not available to Owners pursuant to Florida Statutes, Section 718.111(12), as amended or renumbered from time to time.

### **PERSONS ENTITLED TO INSPECT OR COPY**

An Owner, or an Owner's authorized representative, cannot inspect or copy the records of the Association, except as permitted by law. Only unit owners of record (a person whose name appears as a grantee on the deed conveying title to the condominium unit) can submit a records request. Non-



unit owners, including those who hold a power of attorney, are prohibited from making a records request. No person can actually inspect or copy the records of the Association as an Owner's authorized representative, unless such person delivers to the Association a written document signed and dated by the Owner in which such person is expressly appointed as the Owner's authorized representative for this purpose. Only the Owner making the request to inspect or copy the records of the Association, or that Owner's authorized representative, can physically enter the location where the records are to be inspected, so that not more than one (1) person actually performs the inspection. Other persons are prohibited from inspecting or copying the Association records.

### **INSPECTION AND COPYING**

1. An Owner, or an Owner's authorized representative, wanting to inspect or copy Association records must submit a written request to the Association. The written request must be mailed by certified mail, return receipt requested, to the Association's official mailing address at 1980 S. Ocean Drive, Management Office, Hallandale Beach, FL 33009. All other methods of and locations for delivering a written request are prohibited and all other methods of and locations for delivering a written request cannot be accepted. The written request must specify the particular records the Owner wants to inspect or copy, including pertinent dates or time periods. The specification of the particular records must be sufficiently detailed to permit the Association to retrieve the exact records requested. General descriptions of records, such as, but not limited to, "All items pertaining to \_\_\_\_\_", or "All correspondence from \_\_\_\_\_", or "All contracts for \_\_\_\_\_", are not sufficiently specific, are prohibited and such general requests cannot be honored, no inspection or copying of these records will be permitted and such request is void.

2. Inspection or copying of records is restricted solely to those records specifically designated in the written request for inspection or copying. Inspection or copying of any other records is prohibited.

3. An Owner, or an Owner's authorized representative, cannot submit more than one (1) written request for inspection or copying of records per calendar month. If more than one (1) written request for inspection or copying of records is made within a calendar month, then all such written requests subsequent to the first written request are void, cannot be honored, and inspection or copying of records requested in such subsequent written requests are prohibited.

4. Inspections of records must be conducted at the office where the Association's records are maintained, or at such other location as is designated by the Association. No Owner or authorized representative of an Owner can remove original records from the location where the records are inspected. No Owner or authorized representative of an Owner can destroy or make any marks or alterations on original records.

5. Records will be made available for inspection on or before the fifth (5<sup>th</sup>) working day subsequent to actual receipt by the Association of the written request for inspection. This time frame can be extended upon written request from the Owner or the Owner's representative. This time frame must be extended in the event the records are so voluminous, or in such condition, or are so old, that obtaining the records within the timeframe is not reasonable. The Association can, but is not obligated to, notify the Owner or the Owner's authorized representative, personally, or by telephone, electronic transmission, facsimile transmission, or in writing, that the records are available for inspection, and the time, date and place when the records can be inspected. Records can be inspected only at the time, date and place designated by the Association and only during normal Association business hours, or during the normal business hours of the location where the records are to be inspected, if other than the Association office. For the purposes herein, "working day" means Monday through Friday, exclusive of Federal, State, and local holidays on which the office of the Clerk of Court of Broward County is closed for business. For purposes herein, "normal business hours" means the hours the Association office is customarily open, or the hours the location where the records are to be inspected is customarily open, or if there are no customary hours of operation, then 9:00 A.M. to 12:00P.M. and 1:00P.M. to 5:00 P.M., all on a business day. An Owner or an Owner's authorized representative can have up to, but not more than, one 8-hour business day per month to perform and complete a records inspection. In the alternative to a physical inspection, the Association can make the records of the Association available to an Owner or an Owner's authorized representative either electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. If the Association makes its records available electronically via the Internet, then those records are automatically, continuously and immediately available to an Owner or an Owner's representative and the Association has satisfied all of its obligations in this rule and under Chapter 718, Florida Statutes, as amended from time to time. The Association will not research or otherwise review its records to locate any of the specific records requested to be inspected or copied by the Owner or the Owner's authorized representative. The Association will merely indicate the drawer, file cabinet, box, or other storage facility in which the official records are kept containing the type of record requested to be inspected or copied by the

Owner or the Owner's authorized representative. The Owner, or the Owner's authorized representative, is required to sift through, research and/or review the records contained in such storage facility in order to locate the specific records requested to be inspected or copied. Notwithstanding the above, if requested by the Owner or the Owner's authorized representative, the Association can, but is not obligated to, arrange for the Association to research, review and/or find the requested records on behalf of the Owner or the Owner's authorized representative.

6. If, during or immediately upon completion of inspection, an Owner or an Owner's authorized representative wants a copy of a record, the Owner or the Owner's authorized representative must designate, in a separate writing, on a form provided by the Association, the specific record, or portion thereof, including page numbers, for which a copy is desired, or in the alternative, must designate such record, or portion thereof, by use of a "clip" or "tab" upon the page(s) of the record. Not more than one (1) copy of each record requested is permitted. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, then copies of the records will be made upon request. If there is no copy machine at the location where the records are being inspected or stored capable of making copies of the records designated, or if the number of pages requested to be copied exceeds twenty-five (25) pages in length, then copies of the records will be made available within a reasonable time after a copying service can pick-up, copy and return the records to the location where the records are being inspected or stored. In the event the copies of the records are so voluminous, or a copy machine or copy service is not available or too busy, or the records are in such condition or form that copies cannot be made available within the above-stated time periods, then copies will be made available as soon as practical. The Association will not copy records, or make copies of records available, unless the Owner or the Owner's authorized representative actually inspects the records and designates which records the Owner wants copied. The Association will not mail, electronically transmit, or otherwise deliver the copies of the records to the Owner or the Owner's authorized representative. The Owner, or the Owner's authorized representative, must go to the location where the records were inspected and pick up the copies. Notwithstanding the above, if requested by the Owner or the Owner's authorized representative, the Association can, but is not obligated to, make copies of records without the Owner or Owner's authorized representative actually inspecting the records and can, but is not obligated to, arrange for the copies to be mailed, electronically transmitted, or otherwise delivered by any method agreed to between the Association and the Owner or the Owner's authorized representative. If no inspection of the records is made and the Association agrees to make copies, then copies of records will be available within a reasonable time, but not less than two (2) working days

subsequent to the last date the records would have been available for inspection.

7. An Owner or an Owner's authorized representative desiring a copy of a record must pay fifty cents (50¢) per page copied, or the highest amount permissible by law. An Owner or an Owner's authorized representative, who has made an agreement with the Association for the Association to make copies of records without the Owner or Owner's authorized representative actually inspecting the records, must pay a reasonable expense for finding, obtaining, researching and reviewing the Association's records to locate and copy the records requested, including labor, which expense cannot be less (but may be more) than the actual expense incurred. An Owner or an Owner's authorized representative, who has made an agreement with the Association to mail, electronically transmit, or otherwise deliver copies of records, must pay a reasonable expense for mailing, electronically transmitting, or otherwise delivering the copies, which expense cannot be less than the actual cost of mailing, electronically transmitting, or otherwise delivering the copies. An Owner or an Owner's authorized representative, who has made an agreement with the Association to obtain, research, review and/or find the requested records, must pay a reasonable expense to the Association for the Association reviewing, researching and/or finding the requested records, which expense cannot be less than the actual expense incurred. Payment in advance is required for the cost of obtaining, researching and reviewing records; or making a copy; or mailing, electronically transmitting, or delivering a copy. In the event payment is made in any form other than cash, cashier's check, money order, or certified check, payment will not be deemed received unless and until payment has cleared. No record will be obtained, researched, reviewed, or located and no copy of a record will be made, mailed, electronically transmitted, or delivered, unless and until payment therefor is received. Records not normally kept in written form will be produced for inspection in the form in which they are normally kept, unless the law requires the record to be converted to written form. The cost of converting such records to written form will be in addition to any other expense. The Owner or the Owner's authorized representative will pay the reasonable expense of converting such records to written form, which expense cannot be less (but may be more) than the actual cost of the conversion, or the highest amount permissible by law, unless the law requires the Association to pay the cost of converting the records to written form.

### **MANNER OF INSPECTION**

1. No written request for inspection or copying can be made solely to harass another Owner or resident, the Association, or any Association officer, director, employee, or agent.

2. All persons inspecting or requesting copies of records must conduct themselves in a courteous manner and must not interfere with the normal operation of the Association's office and the duties of its personnel, or the operation of the office where the records are being inspected or copied and the duties of their personnel. The Association, or the office of the location where the records are being inspected, can assign one staff person to assist in the inspection of the records, and, if someone is assigned, all requests for assistance and copies during the inspection must be directed to that person.

3. The Association will maintain a log sheet that will include: (i) the date a written request for inspection or copying of records is received, (ii) from whom the written request for inspection and copying was received, (iii) what records are requested for inspection or copying, (iv) if applicable, the date the person requesting inspection or copying was notified the records would be available for inspection or copying, (v) the date the person requesting inspection or copying actually inspected or received copies of the records, (vi) and a place for the person requesting inspection or copying to sign, acknowledging the records were made available for inspection or copies were received. Every person permitted to inspect or copy records must sign the log sheet, prior to actual inspection and prior to taking actual delivery of the copies. No inspection of records is permitted and no copies of records will be delivered, unless and until the person requesting inspection or copies signs the log sheet.

### **ENFORCEMENT OF INSPECTION AND COPYING RULES**

1. If, during a record inspection, or while making copies of records, an Owner or an Owner's authorized representative violates any of these rules, the Association must suspend the record inspection or copying until such time as the violator agrees in writing to comply, in which event the inspection or copying will resume on the next working day after receipt of the written agreement, at a time designated by the Association.

2. Requests for inspection and copying not complying with the foregoing rules cannot and will not be honored, but the Association can, in person, by mail, facsimile transmission, or electronic mail, notify the person

requesting inspection and/or copying how the request fails to comply, although the Association is not obligated to give this notification.

3. The Board of Directors can, in accordance with the fining authority and procedures set forth in Chapter 718, Florida Statutes, levy a fine against any person who fails to comply with these rules.

4. The Board of Directors can take whatever appropriate legal action is available against any person who fails to comply with these rules.

5. Nothing in these rules can be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association are cumulative.

## **RULES GOVERNING UNIT OWNER INQUIRIES**

### ***INQUIRY DEFINED***

An inquiry is a written request for information or a written request for an answer to a question. A verbal request for information or an answer to a question, or a written request for documents or anything other than information or an answer to a question, is not an inquiry.

### ***PERSON ENTITLED TO MAKE AN INQUIRY***

A unit owner has no right to and cannot make an inquiry, except as specifically permitted by law. Only unit owners of record (a person whose name appears as a grantee on the deed conveying title to the condominium unit) may submit an inquiry. Non-unit owners, including those who hold a power of attorney, are prohibited from making an inquiry.

### ***MAKING AN INQUIRY***

1. A unit owner of record who wants to make an inquiry must submit a written request to the Association. The inquiry must be mailed to the Association by certified mail, return receipt requested, to the Association's official mailing address of: 1980 S. Ocean Drive, Management Office, Hallandale, FL 33009. Any and all other forms of communicating or making an inquiry and any and all other forms of delivering or making an inquiry are prohibited. Any inquiry not mailed to the Association's official mailing address by certified mail, return receipt requested, is null and void, is deemed not received and cannot be considered or responded to by the Association.

2. A unit owner of record cannot submit more than one (1) inquiry in any thirty (30) day period. In the event more than one (1) inquiry is submitted within a thirty (30) day period, such additional inquiries cannot be considered or responded to by the Association until the expiration of the thirty (30) day period for the prior inquiry and commencement of a new thirty (30) day period. Each such additional inquiry is considered a new inquiry with its own thirty (30) day period. An inquiry cannot contain more than one (1) question or more than one (1) request for information and cannot be on or for more than one (1) single subject or issue. In the event an inquiry contains more than one (1) question, more than one (1) request for information, or on or for more than one (1) single subject or issue, such additional questions, requests for information, subjects, or issues are deemed new inquiries and cannot be considered or responded to by the Association until the expiration of the thirty (30) day period for the prior inquiry and commencement of a new thirty (30) day period.

3. A unit owner of record cannot submit more than one (1) inquiry with respect to the same question, request for information, subject matter, or issue within six (6) months from the Association's receipt of a prior inquiry on that same question, request for information, subject matter, or issue. Any inquiry concerning the same question, request for information, subject matter, or issue previously received by the Association within six (6) months of a previous inquiry is null and void, deemed not received and cannot be considered or responded to by the Association. If the unit owner is dissatisfied with the Association's substantive response to the inquiry, or disagrees with the substantive response, the Association is not obligated to and cannot give an additional substantive response, or engage in an ongoing written debate with the unit owner regarding the inquiry.

### ***RESPONDING TO AN INQUIRY***

1. All responses from the Association to inquiries will be in writing and deemed delivered to the unit owner of record making the inquiry when deposited in the United States Mail, postage pre-paid, to the address of the unit owner of record, as listed in the official records of the Association.

2. Should any unit owner inquiry involve threatened, pending, or potential litigation, matters subject to the attorney-client or attorney work-product privilege, matters that involve any other legally cognizable privilege, matters whose confidentiality or privacy is protected, or matters which, if disclosed or published by the Association could subject the Association to liability, the Association will so notify the unit owner, but cannot provide a substantive response to the unit owner's inquiry.

3. The Association is not obligated to gather, collate, digest, abstract, interpret, or analyze information or documentation, provide information to a unit owner, or respond to an inquiry, when a substantive response to an inquiry is available through an inspection of the official records of the Association, or through inspection of public records. In such a case, the Association will respond by notifying the unit owner that the official records of the Association, or the public records, may be inspected and copied, and identifying the official records of the Association, or public records, that may be inspected to provide a substantive response to the unit owner's inquiry.

4. The Association cannot respond to any inquiry, except as specifically required by law. The Association may give a substantive response to the inquiry, notify the unit owner that legal advice on the inquiry has been requested, notify the unit owner that advice on the inquiry has been requested from the Department of Business and Professional Regulation, or respond in any other manner now or hereafter permitted by law.



### **ENFORCEMENT OF INQUIRY RULES**

1. An inquiry cannot be made solely to harass another unit owner or resident, the Association, or any Association officer, director, employee, or agent.
2. A response cannot be made to any inquiry that does not comply with the foregoing rules.
3. The Board of Directors, in accordance with the fining authority and procedures set forth in the condominium documents, can levy a fine against any person who fails to comply with these rules.
4. The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with these rules.
5. Nothing in these rules can be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association are cumulative.



## THE HEMISPHERES

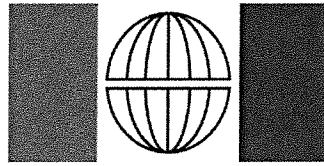
### New Rules & Regulations

As of 07/18/12

**1. Original 34.8.:** A towel covering the full length of the chaise lounges must be used.

**New Rule:** All residents must have a fitted pool towel that covers the full length of the chaise lounge at the pool. All new owners and renters must purchase from the Association a minimum of two towels as soon as they register as new owners or renters.

**2. Add Rule:** No guests or non-residents can use the gym equipment or be in the gym at any time. Personal trainers who are residents are only allowed to train other residents and must be licensed and insured. Residents who want to bring in an outside personal trainer must register them at the office and be licensed and insured.



THE HEMISPHERES

# ADVISORIES

## FIRE PRECAUTIONS AND PROCEDURES

During the past several years, in many locations throughout the United States, the vulnerability of high-rise structures to devastating and deadly fires has been demonstrated repeatedly. A fire in any of our residential towers is probably the single, most justifiably dreaded life-threatening catastrophe which can occur.

During the past decade, fire and applicable building codes, in recognition of such danger, have become more stringent and realistic. Regrettably, many of these code changes are adopted only after a well-publicized major fire in a high-rise structure, which results in the loss of many lives. Unfortunately, most improved building and fire code changes are not enforceable retroactively for older, pre-existing structures. As examples, The Hemispheres complex, when constructed, was not required to have smoke detectors, an automatic fire-alarm system, a self-activated elevator "capture" mechanism or a sprinkler system.

It continues to be the policy of your Board of Directors, within the limits of economic realities, to retrofit all our buildings with state-of-the art, early fire warning systems and other life safety features. Much has been done, yet still more remains to be accomplished. Thus far, the following have been implemented:

1. Close cooperation and coordination with the Hallandale Fire Department, which involves professional advice and frequent inspections seeking possible fire hazards and/or possible fire code violations.
2. Installation of smoke detectors throughout all four residential towers.
3. Installation of a general alarm system which will be either automatically activated by any smoke detector or by any manually operated fire-alarm pull box.
4. Complete replacement of obsolete, linen fire hoses on all 88 floors with modern hoses and nozzles, which do not have a limited "shelf life".
5. Installation of multiple, high decibel level fire horns on each floor practically certain to alert residents to a fire, regardless of the apartment location - day or night.
6. Installation of "Life Safety" wall consoles in all outer lobbies which monitor all smoke detectors. These all interconnect with the security desk in the Bay North Building, which is manned 24 hours a day, 7 days a week. This equipment is sufficiently sophisticated to immediately pin-point the exact location of a fire. It will even warn if a smoke detector malfunctions or has been removed without authorization.
7. High volume speakers -- actually a public address system have been installed on all floors above the mezzanine level. This permits fire officials to communicate by voice from the outer lobbies to all floors simultaneously. Their

8. All fire exit doors, except on mezzanine levels and lower lobbies, at the request of the Fire Department, have been unlocked. This will permit re-entry to the building floors from fire-stairwells and will insure that residents will not be trapped in a stairwell which may have been subject to smoke intrusion. Unlocked stairwell doors permit firefighters to provide for expeditious fire attack and facilitates quick access to each floor for rescue and evacuation of occupants.

9. Heat detection devices have been installed in all ground floor garbage disposal (dumpster) rooms and are connected to the outer lobby consoles. These areas are particularly vulnerable to fires, and are already protected by sprinkler systems.

10. New, modern fire alarm pull-boxes have replaced all those originally installed. These new units are so designed as to permit integration with other recently installed fire-safety devices.

11. Steel-clad galvanized plates were installed between wall boards above all fire doors on all 88 floors. Original construction provided very little fire protection for our emergency fire stairwells. This modification resulted in fire protection enhancement and a "Fire Resistance Rating" in conformity with fire code requirements.

12. All fire exit doors have been prominently labeled with white-on-red signs, "EMERGENCY EXIT - KEEP CLOSED", in addition to the pre-existing lighted overhead signs.

Some elementary, yet essential, fire prevention and safety measures should be observed by all residents, namely:

1. Small children should never be left unattended and should never have access to matches or cigarette lighters.
2. Never smoke in bed or when reclining on a sofa.
3. Never store gasoline or other flammable liquids in your apartment.
4. Never use kerosene heaters, and never position electric space heaters near curtains, bedspreads, upholstered furniture or any other objects which may be ignited. All space heaters should incorporate a safety cut-off switch in the event the heater is tipped over.
5. Do not overload electrical outlets with multiple extension cords connected to electrical devices.
6. Do not run wires beneath rugs or carpeting.
7. Any interior alteration or renovation which involves re-wiring

and/or new wiring must conform with applicable building and fire safety codes.

8. Keep all combustibles (i.e., fats, oils, solvents, cloth or paper towels, etc.) well away from the stove and oven.
9. Range top burners and drip pans, as well as ovens, should be maintained free of any spilled or accumulated grease and other fatty substances.
10. Do not wear loose and/or wide sleeve garments when using the stove or oven. The danger of "invisible", heated electric range elements is particularly accentuated for those who are accustomed to cooking on "visible", open-flame gas stoves.
11. A small, readily available, hand fire extinguisher should be kept in the kitchen, away from the stove. If a small fire begins, use it immediately to extinguish the flames. Do not attempt to fight a major blaze or remain in your apartment if the "small" fire spreads out of control.
12. The installation of smoke detectors inside your apartment is highly recommended. Information relative to the approved types, number and suggested placement of smoke detectors in various apartments can be obtained from the General Manager.
13. Familiarize yourselves with the locations of fire extinguisher in the corridors, as well as with the fire-alarm pull boxes and emergency exit doors.
14. Keep a flashlight with fresh batteries readily available in case of the remote possibility that a simultaneous power interruption and generator failure occurs during a fire. Groping in the dark during a fire is the last thing you should consider.
15. If you are physically disabled and will require assistance during a fire, pre-register your name, building, apartment identification and telephone number with the Activities Office, telephone number 457-9732.

If there is a fire in your building, you will find that individual residents will fall into one of three categories, each demanding a somewhat different course of action. These categories are as follows:

#### Category

- I YOU ARE CONFRONTED WITH A FIRE WHICH HAS  
STARTED IN YOUR OWN APARTMENT

II YOU ARE ALERTED TO A FIRE IN YOUR BUILDING BY A GENERAL ALARM AND YOU ARE ABLE TO SAFELY USE THE CORRIDOR TO EVACUATE

III YOU ARE ALERTED TO A FIRE IN YOUR BUILDING BY A GENERAL ALARM AND YOU CANNOT SAFELY USE THE CORRIDOR TO EVACUATE

CATEGORY I: YOU ARE CONFRONTED WITH A FIRE WHICH HAS STARTED IN YOUR OWN APARTMENT:

1. If you cannot extinguish a small fire with your hand fire extinguisher or water, or you recognize a major blaze, immediately dial 911, and report the building and apartment location of the fire.
2. If by the time you become aware of a fire in your apartment, the fire is already raging and obviously out of control, you should:
  - a. Leave the apartment immediately.
  - b. Close but do not lock the door to your apartment.
  - c. Turn in a general alarm at the nearest corridor pull-box.
  - d. If possible, warn your neighbors of the imminent danger and call 911 from a neighbor's telephone, reporting the exact location of the fire.
3. Exit by way of the nearest fire exit and stairwell, making certain that the fire exit door through which you exited is closed behind you.
4. Descend the fire stairwell to the ground level and leave the building.

CATEGORY II: YOU ARE ALERTED TO A FIRE IN YOUR BUILDING BY A GENERAL ALARM AND YOU CAN SAFELY USE THE CORRIDOR TO EVACUATE

1. A resident in this category, after hearing the alarm, will have placed the back of the hand against the inside of the apartment door for five seconds and determined that the door was not warm or hot to the touch. This finding is only partially indicative of a safe hallway, one in which fire and/or heat are not in the corridor.
2. If the door tested with the back of the hand is not warm or hot there is still the possibility that the corridor is filled with deadly smoke and cannot be used safely. If the tested door is not warm or hot, brace your shoulder and body weight against the inside of the door, and open the door just a crack. If smoke does not enter your apartment from the corridor, leave immediately and close the apartment door behind you, but do not lock the door.
3. Leave through the nearest fire door exit and stairwell, descend to the ground level and leave the building.

**CATEGORY III: YOU ARE ALERTED TO A FIRE IN YOUR BUILDING BY A GENERAL ALARM, AND YOU CANNOT SAFELY USE THE CORRIDOR TO EVACUATE.**

Residents in this category will have tested the door temperature and will have either determined the presence of heat outside their door or smoke in the corridor. (The technique for such testing is described under Category II). If the corridor is hot, in flames or smoke filled you should:

1. Remain in your apartment.
2. Call 911, identify your building and apartment number, and state that you are trapped in your apartment by the fire.
3. Open all your door locks so that rescue personnel can reach you without wasting precious time breaking down your apartment door.
4. Place wet towels or any other wet cloths firmly against the bottom of both apartment doors in order to delay or minimize smoke intrusion from the corridor.
5. Try to listen for any announcements or instructions from fire officials which may come through the loudspeakers in the corridor from megaphones from the outside of the building.
6. Hang a bed sheet from one of your windows as a signal to firefighters that you are trapped in your apartment. Do not attempt to climb down the bed sheet to the floor below.
7. If smoke filters into your apartment, go directly to your terrace closing any terrace doors or windows behind you.
8. Do not panic, stay calm, as help is on the way. Remember, more fire victims die of panic and ill-advised behavior than from flames.

N.B. In case of fire, occupants in wheelchairs or with other serious physical disabilities, who are incapable of descending to the ground floor level, should exit to the enclosed fire stairwell and remain on the stairwell landing until assisted by Fire/Rescue personnel. The enclosed fire stairwell is "rated" as two hour fire protection area. If the corridor cannot be used because of fire, heat or smoke, these handicapped individuals should remain in their apartments and follow all procedures described under Category III.



There are several things to avoid which require emphasis and re-emphasis:

1. Do not attempt to enter or use elevators -- You could end up on the floor with the blaze and be incinerated, or you could die of smoke inhalation if smoke enters the elevator shaft. In addition, elevators must be reserved for use by fire-fighters who have the ability to control the elevators with an "over-ride" key.
2. Do not assume someone else has called the fire department, if you are aware of the existence of a fire. Do it yourself by dialing 911.
3. Do not remove your car from its parking space -- This will result in local traffic congestion which will hamper rapid access and efforts of the Fire Department.
4. Don't shout "FIRE" -- Use the alarm system.
5. Do not attempt to use the high pressure hoses in the corridor cabinets -- These cannot be handled by an inexperienced layman and are strictly reserved for use by professional fire fighters.
6. Never prop open the door of any emergency fire exit -- This could cause smoke intrusion into a fire, rendering it useless and dangerous to those attempting to escape a fire.
7. Don't re-enter the building until permitted to do so by the Fire Department.

\*CONTENTS HAVE BEEN REVIEWED AND APPROVED BY EDWARD PROLI, CHIEF, HALLANDALE FIRE DEPARTMENT.

## HURRICANES

HURRICANE "WATCH" MEANS A HURRICANE MAY THREATEN AN AREA.

HURRICANE "WARNING" MEANS A HURRICANE IS EXPECTED TO STRIKE THE AREA WITHIN 24 HOURS.

Civil Defense authorities have always stressed that evacuation of all residents residing on the barrier islands lying east of the Intracoastal Waterway, which includes The Hemispheres, could be ordered when a hurricane warning is announced. Alternative safety hints were previously disseminated at The Hemispheres for those who by choice, or because of circumstances beyond their control, remained in the danger zone to "ride out" the hurricane. Of late, there has been a change in thinking and emphasis by Civil Defense personnel, and they now indicate that in the event of an approaching hurricane (warning stage), they will order the total evacuation of all residents east of the Intracoastal Waterway. Understandably, such an ordered mass emigration inland, requires not only sufficient advance notice, but careful preliminary planning by all residents.

In previous years, instructions to Hemispheres residents included a description of support and emergency services which would be provided to remaining residents shortly before and during a hurricane by Hemispheres personnel. An ordered evacuation will include not only residents but all employees of The Hemispheres, including office, maintenance, security, housekeeping and parking personnel. INDIVIDUALS REMAINING AT THE HEMISPHERES, AFTER AN ORDER TO EVACUATE, DO SO AT THEIR OWN RISK.

If a hurricane strikes, you may anticipate that there will be no electricity (lights, air conditioning, refrigeration, elevator service); no water supply, no telephone service, no fire or police protection and no rescue/ambulance vehicles to respond to emergencies.

You are urged to plan now for a safe destination either inland or completely out of the anticipated hurricane strike zone. After the first tropical cyclone advisory, keep your radio or TV set tuned for all further messages from Civil Defense and the NOAA National Weather Service. If the order is given to evacuate, your plans should have been made, including your evacuation route, a pre-selected destination, bags packed and your car previously topped off with gasoline. There should be adequate warning to permit your safe departure before a hurricane strikes. Prior to your leaving the premises, the following preliminary precautions should be observed:

### PRIOR TO EVACUATION:

1. All furniture and loose objects should be removed from the terrace. These could become deadly flying missiles in hurricane winds.

2. If you have hurricane shutters, they must be closed and securely fastened.
3. All windows should be firmly closed and locked.
4. All shades, blinds, drapes, etc., should be drawn and closed.
5. Folded towels should be placed on all window sills and at the bottom of doors leading to the terrace.
6. All fragile objects and valuable possessions should be moved away from windows and glass terrace doors.
7. Check faucets to determine that they are in a closed position.
8. Check your stove and oven to be certain that they are turned off.
9. Remove T.V. plugs from electrical outlets, as well as the cylindrical T.V. jacks which connect to the roof antenna system.
10. If you are a two-car family, both cars should be removed from the premises. Cars left in the lower level garages will almost certainly suffer severe damage by water and sand in case a tidal surge accompanies a hurricane. We cannot permit any vehicle to remain on the upper decks, as a two-ton car on wet pavement pushed by hurricane winds could become a deadly instrument of destruction. In addition to the probability of significant damage to your automobile, the owner would be legally liable for any damages to property caused by such an unattended vehicle.
11. Hopefully, any resident who has not as yet left a set of keys to his/her apartment with maintenance will do so now. (These keys are kept under the strictest custody). Failure to remove all loose items from your terrace, or any emergency situation requiring access to your apartment, means that in your absence your apartment may be forcibly entered by authorized personnel, at considerable expense to you, the unit owner.

#### PRE-HURRICANE ASSISTANCE:

Under no circumstances will any Hemispheres' employees respond to calls from residents during a storm "advisory", a hurricane "watch" or "warning" to remove furniture from terraces, close hurricane shutters, accept keys to remove private vehicles from the premises or assist in the evacuation of anyone, including the physically handicapped. All employees on the premises, prior to an order to evacuate, will have as a sole responsibility, the safeguarding and securing of common areas and property which belong to all unit owners "in common".

### OUT-OF-TOWN OR ON VACATION:

If you intend to be out-of-town or on vacation during part of the hurricane season and you leave a car on the premises, please arrange to leave the keys with someone who will remove it to an inland location if necessary. As a precaution, all loose items on your terrace should be removed prior to your temporary absence. Additional precautions, as detailed for those who intend to evacuate should also be observed in your absence by arranging for someone to safeguard your apartment in the event a hurricane threatens.

### THE DIE-HARDS:

Even with the most meticulous planning and ample warnings, we must consider the possibility that in spite of an order to evacuate, some recalcitrant individuals may foolishly ignore advice and orders which could possibly save their lives. To these individuals we extend our sympathy, but not our understanding or encouragement.

### THE INVOLUNTARY "REMAINDERS" IN RESIDENCE:

The possibility also exists that regardless of all well-laid plans, total, timely evacuation to safe havens after a hurricane warning may be logistically impossible. Following an order to evacuate, a monumental traffic jam, a bridge malfunction, a traffic accident, early road flooding or misjudgment relative to the time of a hurricane's arrival could force many of us to remain in our apartments despite all reasonable but futile efforts to evacuate the premises. Remember, total evacuation of the barrier islands in a short period of time is thus far only a "paper plan". It has never been attempted, and, at best it will hopefully be a successful experiment. As a basic guide, no one should attempt to leave the premises by car or on foot once winds have intensified. Broadcasting and announcements from Civil Defense and the National Weather Service should be monitored closely.

### PRELIMINARY PLANS AND PRECAUTIONS WHICH SHOULD BE TAKEN BY ALL HEMISPHERES RESIDENTS:

Individuals who reside at The Hemispheres during the hurricane season, unless they plan to leave even before a hurricane warning, may become "involuntary remainers" in residence because of circumstances beyond their control. With such a possibility in mind, we strongly recommend the following precautions and actions by all our residents:

#### A. What to acquire and what actions should be taken NOW!!

1. Be certain you have a proper size rubber stopper (for 1-3/4" opening) to replace the metal stopper in your bathtub.
2. Portable, battery-operated radio and extra, fresh batteries are essential.

3. An adequate supply of flashlights or battery-operated lanterns, as well as fresh replacement batteries. If candles must be used, use the memorial type (in glasses) only, and always within your view. A broken window and a sudden gust of wind could create a serious fire hazard.
4. Manual can opener.
5. Minimum 5-day supply of nonperishable foods. Bottled water is optional.
6. Sufficient supply of prescription medication on hand.
7. Stock disposable paper plates, cups and plastic utensils. Limited water supplies will be too precious to waste on dishwashing.
8. Supply of sturdy garbage bags and ties. All refuse, including disposable eating ware should be sealed and stored in your apartment. Do not dispose of any garbage in trash chutes after a hurricane warning. There will be no garbage pick-up, and accumulated garbage in dumpster rooms and chutes will create a serious fire hazard, as well as a later problem with vermin.
9. Keep an unopened bottle of liquid bleach (Clorox), (5.25% sodium hypochlorite) on hand. You may need this to sterilize tap water for drinking purposes in case our municipal water supply is contaminated by flood waters.
10. If you insist on using an open flame such as canned heat (Sterno) for warming, do not wear loose-fitting, flammable garments. Use with extreme caution, and use in sink only.
11. Make a mental note that residential floors have three fire extinguishers in glass cabinets, one large one at each end of the hallways and a smaller one near the elevators. These are all simply operated in an upright position. Merely pull the retaining pin out of the handle, squeeze the lever, and aim in a to-and-from motion at the base of the flames. Learn to protect yourself, as there may be no fire department response after a hurricane warning.
12. If you are physically incapacitated and have not already made arrangements for your safety, it is advised that you call the Hemispheres Activities Office, at 457-9732, and register your name, address, apartment and telephone number, which information will be transmitted to the Hallandale Emergency Preparedness Coordinator.

B. Precautionary Activities And Behavior When A Hurricane Strikes:

1. All eleven precautions listed under "Prior to Evacuation" should be observed. The only exception is that you may leave your T.V. set turned on until there is a power failure. At that time, pull the plug from the electrical outlet, and remove the T.V. jack (cylindrical) which connects to the antenna system. Turn on your portable radio.
2. Do not panic! Our buildings are sturdily constructed and should withstand hurricane winds and a tidal surge. However, since no construction along the coast has ever been put to a full scale test, no authorities will reassure with "guarantees". It is obvious that the authorities would not wish to chance such a forceful trial with occupants remaining in any of the buildings.
3. Use your telephone for emergencies only. This means of communication may be lost during a severe storm.
4. Turn your refrigerator up to the coldest setting, in order to preserve food as long as possible after the power fails. Avoid unnecessary opening and closing of refrigerator or freezer doors, which will accelerate spoilage.
5. Clean and rinse your bathtub thoroughly, remove metal drain device by simply pulling out of the drain hole (this device is not leak-proof), and firmly replace with a rubber stopper. Fill the tub with water, which will be used later for drinking purposes and flushing of toilets. Additional water supplies can be stored in covered, clean containers.
6. When the leading edge of hurricane winds arrive in force do not attempt to use the elevators. An unexpected power failure or interruption could leave you trapped in a closed, dark elevator, with no rescue personnel available.
7. Do not venture on your terrace or outdoors during this deceptive, temporary lull in the storm. Hurricane winds will shortly resume again.
8. If a window is broken, do not attempt to stop the influx of wind and water, since broken and flying glass will be extremely dangerous. Leave the affected room(s) and, if necessary, evacuate to the corridor.
9. When winds exceed 50 M.P.H., and are rapidly increasing in intensity, you will feel safer and be safer if you evacuate to the corridors above the third floor. Anyone living below the 4th floor is advised to bring a flashlight and use the enclosed fire stairwells to reach the 4th Floor and floors above.

10. Flush toilets only sparingly and when absolutely necessary. Remember, you will be using about 6 gallons of precious water with each flush. A cup full of liquid Clorox (chlorine) poured into a toilet bowl will serve as a deodorant and disinfectant. To replenish the water supply in your toilet tank, carefully remove the cover and fill to a point just below the overflow outlet pipe.
11. Join with friendly neighbors in your same predicament, for comfort, safety and sharing of resources.

The locations of safe hurricane shelters most convenient to Hallandale residents will be announced accordingly, make sure to listen to your radio or TV advisories.

Bring blankets, pillows, flashlights, food supply and medications for a 48-hour period.

#### AFTER THE HURRICANE:

1. Bacterial contamination of our municipal water supply, as a result of flooding, is a real possibility. Listen to announcements on your radio which will indicate regions of contamination. Instructions for the individual treatment of such tap water will probably be given. If you can, boiling water for 20 minutes is usually adequate for sterilization. If facilities for boiling are not available, ordinary household liquid bleach (Clorox) should be used. The number of drops to be added to a quart of water will vary with the strength of the chlorine content as listed on the bottle label; the greater the strength, the less liquid chlorine will be required. As a rule of thumb, approximately ten drops of liquid Clorox added to a quart of water will suffice. The water should be permitted to stand for a full thirty minutes before drinking and should have a slight chlorine odor. If the water does not have a faint chlorine odor, repeat the process of adding a similar amount of bleach again and let stand for an additional thirty minutes before using it for drinking purposes.
2. Do not get into your car and drive about. It is quite possible that certain sections of roadway, which appear intact and sturdy, have been undermined by-flood waters. You could lose your car and your life in case of a road cave-in. Listen for post-hurricane instructions over your radio and warnings which identify road danger areas.
3. Prior to official words of assurance, do not leave your premises on foot out of curiosity to inspect for hurricane damages. When electricity has been restored, there may still be the possibility of downed high voltage wires. Any puddle in contact with such live wires, or a misstep on a downed wire, could be deadly. Broken tree limbs, damaged traffic signals and other overhead objects may also constitute a hazard for pedestrians. Wait for the "all clear" announcement before leaving your building.

CONTENTS HAVE BEEN REVIEWED AND APPROVED BY EDWARD PROLI, EMERGENCY PREPAREDNESS COORDINATOR, CITY OF HALLANDALE

### WATER CONSERVATION

The drinking water supply of all South Florida is drawn from an underground, porous limestone formation, locally designated as the Biscayne Aquifer. Replenishment of this water reserve is accomplished solely by rainfall which percolates through pervious ground areas, as well as rainfall in the Lake Okeechobee region, which through a system of canals also serves to replenish depleted aquifer water reserves. Excessive building and an enormous population explosion in South Florida during the past two decades have created a demand for potable water which periodically exceeds the available supply.

The balance between supply and demand in recent years has become so precarious that the State designated South Florida Water Management District places legal limits on the amount of water which can be pumped from the aquifer by the various South Florida municipalities. Excessive drawing of water in such an ecologically fragile environment causes a lowering of the subsurface water table and the creation of a "water vacuum", which invites the intrusion of ocean salt water. This can, and in some instances already has, contaminated municipal well fields the very water which is distributed to you for domestic purposes. At the present time, the City of Hallandale has eight wells west of Federal Highway. By a sheer stroke of good luck, Hallandale sits on the "sweetest" part of the Biscayne Aquifer, which yields soft water of unusually good quality and taste. During periods of insufficient rainfall or drought, and increased water consumption, monitoring wells have recorded the presence of salt water as close as 800 feet from other existing well fields--setting the stage for a potential disaster. Water conservation should be practiced on a continuous basis, not merely during periods of drought and mandatory water restrictions. For most Americans, psychologically orientated to living in a "land of plenty"; a sort of bottomless cornucopia which endlessly supplies clean air, energy and pure water, a drastically revised state of mind is essential--and eventually, inevitable! Users of our precious and limited resources must recognize that the problem of limited fresh water is applicable to "me", and not only to my neighbors.

Parenthetically, it should be noted that at current charges for water sewer usage, for each 1% of reduction in water usage at The Hemispheres the Condominium Association realizes a savings in excess of \$2,000.00 annually. If all of us develop the frame of mind required and we observe the following suggestions, we may possibly save enough precious water to provide for our present and future needs, and it is even remotely possible there will be a bit left for our children and grandchildren.



1. Keep a covered container of water in the refrigerator for drinking purposes.
2. Take short showers instead of baths.
3. For brushing of teeth, shaving and washing, use the sink basin as a reservoir, rather than letting the water run.
4. Flush toilets only when necessary. Each single flush uses an amount of water equivalent to a twenty-four day supply of drinking water for an individual, calculated at a quart a day.
5. Use a dishpan for minor dishwashing. Use dishwashing machines only with a full load.
6. Save laundry so that only full loads will be placed in washing machines.
7. If you note any leaking faucets or toilet tanks, please call the maintenance department immediately.
8. Those residents who have not already had water saving adapters inserted in shower heads, please call maintenance for the free installation of this device. This is not applicable to pulsating or "massage-type" shower heads.
9. Many of our toilet reservoir tanks have already had a plastic water displacement device inserted, which permits adequate flushing while saving one half gallon of water with each flush cycle. By lifting the porcelain cover from your tank, you can determine whether or not a stone-filled plastic cylinder is in place. If not, a call to our Maintenance Department will result in the delivery and insertion of this device, free-of-charge.

PHYSICALLY HANDICAPPED - Every reasonable effort has been made at the Hemispheres to provide a "barrier free" environment which encourages mobility of the few handicapped residents and permits their attendance and participation in many Hemispheres functions and events, as well as their having access to both on-site restaurants and the poolside snack bar.

The physically handicapped are encouraged to register their names, addresses and telephone numbers with the Activities Office. This is particularly important for those who may require outside assistance in case of threatened hurricane, fire or other emergency. This information is forwarded to appropriate municipal authorities.

THE COURTESY BUS - The Hemispheres owns and operates a 26 passenger air-conditioned bus driven by a qualified chauffeur. This bus provides regular, scheduled round trips to local shopping centers, banks and businesses. This support service is of great value to our residents who can no longer drive, or who choose not to drive. Of all the services provided at the Hemispheres, this one permits certain of our residents to maintain their independence, their homes and their dignity well into their later years. In addition, the Hemispheres bus, in case of a threatened hurricane, and an order to evacuate, could be used to supplement planned municipal emergency transportation services which will move residents to hurricane shelters.

SECURITY - The Hemispheres Security system, which includes roving well-marked patrol cars, is considered to be unusually well-manned and effective by any condominium security standards. Door control, foot patrols, closed circuit television scanning and two-way radio capability have resulted in a remarkably low rate of criminal activity on our premises. For obvious reasons, more details describing this protective service will not be made public knowledge.

PUBLIC ADDRESS SYSTEM - A public address system has been installed in each of the four residential towers of the Hemispheres. This is of particular value and importance in case of fire, since it permits fire officials to communicate by voice to all floors simultaneously and transmit any advice and instructions which may be necessary and possibly life saving. This system can also be used to alert residents who may not be aware of a threatening hurricane, or any other emergency which may require the attention of all residents of any particular building.

THE ACTIVITIES OFFICE - Our Activities Director has the responsibility of organizing and coordinating a multitude of various educational programs, special trips and entertainment events to serve the varied tastes and desires of our residents. Informational bulletin boards, throughout the Hemispheres complex are serviced by the Activities Director, which must be kept updated with timely notices and announcements. The informative monthly bulletin, "The Hemispheres Gazette" is compiled, typed, printed and distributed by the Activities Office personnel. Since the duties of the Activities Director periodically require a temporary absence from the office during normal business hours, an electronic telephone message recorder has been installed to monitor and record all incoming telephone calls.