

# PLANTATION PARK

## RULES AND REGULATIONS

Amended April 2021



The following document has been prepared as a convenience to owners and tenants of Plantation Park. It contains a summary of relevant rules reprinted from Plantation Park Documents created at the incorporation of the community in 2005, as well as amended rules passed by various Boards of Directors. In all cases the Articles of Incorporation, Declarations and Bylaws created in 2005 supersede all rules per FS 718 and upon their creation created use restrictions for the Condominium as a whole. For clarity, Rules reprinted from the Associations Incorporating Documents have been highlighted using a grey background to indicate they are separate from Rules that have been duly enacted utilizing the authority granted to the Plantation Park Board of Directors by FS 718.

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## **1. GENERAL RULES**

### **1.1. Access and Parking**

**1.1.1.** Vehicular access to Association Property is provided by barcodes and proxy Cards and a Call Box. Barcodes provide vehicular access to the Association Property and should in no way be construed as permission or documentation for the use of any particular parking space.

**1.1.2.** Parking within the community is for current residents only.

**1.1.3.** Valid parking permits are required, must be displayed and fully visible in any vehicle while parked on Association Property.

**1.1.4.** Access to certain Association amenities, such as the pool, clubhouse, spa, racquetball court and fitness center is by use of a proxy card. The Association Office is tasked by the Board of Directors to ensure that access cards that are in circulation are being used by residents only and is directed to deactivation access cards for any and all individuals who are not verified as current residents. If a person is not properly registered with the office as a current resident by first showing proof of with a current and valid lease then that person cannot be verified for purposes of receiving an access card. In such case, the Owner of the Unit must assist the person claiming residency rights in order to finalize the registration process.

**1.1.5.** All Owners, depending upon the size of their Unit, may register for their own proxy cards as follows:

**1.1.5.1.** 1 & 2 Bedroom Units - Maximum of 2 active Proxy Cards at any given time and 2 vehicular Bar-Codes.

**1.1.5.2.** 3 Bedroom Units - Maximum of 3 active Proxy Cards at any given time and 3 vehicular Bar-Codes.

**1.1.6.** The Association reserves the right to deactivate access cards or deny access to any person from the Association's amenities for if the Unit has a delinquency regarding any unpaid assessments, fines or monetary obligation owed to the Association. If the Owner is delinquent, any Owner or Owner's Tenant shall be suspended from use rights unless and until the Owner pays in full all monetary obligation owed to the Association.

**1.1.7.** Replacement Proxy Cards will ONLY be provided with the written or in person approval of the Owner, not the Tenant, and at the expense of the Owner or Tenant due upon issuance of any replacement card.

### **1.2. Association Amenities and Common Elements**

**1.2.1.** The use of Association amenities is for Owners or current and registered tenants only. When an Owner leases the Unit, the Tenant has exclusive use rights, and the Owner forfeits all use rights during the term of the lease. Guests of the current occupant, either Owner or Tenant, are permitted to use Association amenities but ONLY when accompanied at all times by the Owner or current registered Tenant.

**1.2.2.** The use of some Association amenities may be by reservation only, administered by the Association Office. The Board reserves the right to establish separate rules for the reservation of and exclusive use of the Association amenities, including a cost or fee schedule.

**1.2.3.** Residents are NOT permitted to utilize Association amenities to provide paid -professional lessons as this is considered commercial activity. While residents may have their own professional come on Association Property and provide to the Resident only professional lessons, such as a private trainer, Residents are prohibited from giving instruction to non-Residents. There is a strict prohibition on commercial solicitation on Association Property.

**1.2.4.** The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed, nor used for any purpose other than for ingress and egress to and from the Condominium Property; Carts, bicycles, carriages, chairs, tables, clothing, shoes or any other objects stored thereon, may be considered debris or abandoned items which may be disposed of as trash without further notice.

**1.2.4.1.** The foregoing shall not, however, be applicable to the Commercial Unit, except as otherwise expressly provided in the Declaration or in the following section.

**1.2.4.2.** The Owner of the Commercial Unit shall be permitted to make use of the sidewalks, entrances, passages, and other portions of the Common Elements adjacent to the Commercial Unit to further the commercial uses from the Commercial Unit in a manner related to its commercial operation for so long as the areas are kept in a clean and safe condition.

**1.2.5.** Smoking is not permitted in the Common Element, Limited Common Elements, including breezeways, landings and staircases, are within any Association amenity area including the pool or pool deck area.

**1.2.6.** Personal Property of residential Unit Owners and Tenants must be stored in their respective Residential Units and in some cases, upon the Unit's Limited Common Element; however, balconies and patios shall not be used for storage. Grills and storage bins are prohibited on all balconies and patios.

**1.2.7.** Lanais and balconies/patios are designated as Limited Common Elements and are not owned by the Unit's Owner, but owned by the Association. As such, no articles other than patio-type furniture shall be placed on the balconies, patios, terraces or lanais or other Common Elements or Limited Common Elements of Residential Units.

**1.2.8.** No linens, cloths, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, patios, terraces, lanais, railing or other portions of the Association Property.

**1.2.8.1.** The foregoing shall be applicable to the Residential Units only.

**1.2.9.** No Unit Owner or Tenant shall permit anything to be stored or placed in a window or door such that it may fall or be blown off, nor sweep or throw from the Condominium or Association Property any dirt or other substance from the balconies, patios, terraces and/or lanais or elsewhere in the Building or upon the Common Elements, other Limited Common Elements or into any other Unit.

**1.2.10.** Each Unit Owner or Tenant shall be responsible for cleaning up after themselves, and their guests and invitees when within the Condominium Property or Association Property, including, without limitation, placing all trash and/or garbage in the proper receptacles.

### 1.3. Garbage/Refuse Disposal:

**1.3.1.** No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association and within a space designated for the disposal of trash.

**1.3.2.** The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with by all residents, including restrictions on disposing of bulk items.

**1.3.3.** Construction waste, large bulky items such as mattresses, furniture, appliances or any other non-routine waste may not be placed in the compactor, nor on any other common element or limited common element on property. Disposal of these items is not included in Condominium Assessments and as such the Owner bears all responsibility and costs for their disposal and removal, and is liable for the failures of their own Tenant who violates this provision, particularly related to a move-out.

**1.3.4.** All equipment for storage, recycling or disposal of such material shall be kept in a clean and sanitary condition.

**1.3.5.** The Association reserves the right to seek a fine against Unit Owners or assess actual damages for the cost of disposal of items related to Owner or Owner's Tenant's for failure to abide by proper storage and disposal of trash or unwanted items as listed in these rules and regulations.

### 1.4. Noise & Nuisance:

**1.4.1.** No Residential Unit Owner, Tenant or occupant shall play or permit to be played loud music, musical instrument, stereo, television, radio or sound amplifiers in their unit in such a manner as to unreasonably disturb or annoy other residents. No Residential Owner, Tenant or occupant shall conduct nor permit to be conducted, vocal or instrumental instruction at any time which unreasonably disturbs other residents. Vendors to the Unit to perform repair or renovation services shall not be permitted during early morning, late evenings or weekends as dictated by County noise ordinances.

**1.4.1.1.** Vehicles parked or traversing Association Property are included in this rule. Unreasonably loud music, odors, emissions or noise emanating from a vehicle is strictly forbidden.

**1.4.2.** The use of lanais as Limited Common Elements is restricted with regards to noise. Any noise including loud conversations, parties, gatherings or noise caused by pets is not permitted between the hours of 10 pm and 7 am.

**1.4.3.** Residents are advised that documentation for violations based on noise or nuisance must be by signed affidavit or attestation including the complainants name, address, and signature, or upon presentation of an official police report to the agents of the association.

**1.4.3.1.** The foregoing shall not be applicable to the Commercial Unit, other than to the extent provided in the Declaration.

### 1.5. Association Personnel/Employees:

**1.5.1.** Association employees and agents are responsible to maintain the property and shall be solely directed by the Board of Directors.

**1.5.1.1.** Association employees and agents are not permitted to perform services for individual Owners or Tenants but rather limit the scope of their work to Association matters.

**1.5.2.** Association employees and agents are not to be sent out by Unit Owners or occupants for personal errands but do have the discretion to respond immediately to an emergency situation within a Unit.

**1.5.2.1.** Maintenance requests must be reported to Association Management in person or by email. Voice mails will not be sufficient to initiate a maintenance request.

**1.5.3.** Association employees and agents treat all Owners and Tenants and guests with professionalism and respect. This same courtesy is required in return.

**1.5.4.** The Association reserves the right to seek a fine against any Unit Owner for failures to abide by these basic rules and standards.

**1.6. USE OF COMMON ELEMENTS:** The use of common elements:

**1.6.1.REPAIR OF VEHICLES:** No repair of vehicles is permitted on Condominium Property other than an emergency repair such as changing a flat tire or jumping a dead battery.

**1.6.2.USE OF COMMUNITY HOSE BIBS:** Use of community water supplies for the purposes of washing vehicles is prohibited without the specific written permission from the Board or Community Manager.

**1.6.3.USE OF COMMUNITY ELECTRICAL OUTLETS:** Use of community electrical outlets outside of Residential Units is forbidden without obtaining specific permission from the Board or Community Manager. The use of electrical outlets inside of Limited Common Elements, including enclosed garages, is limited to powering of garage doors only without specific authorization which may include the condition of individually metering if the Association's cooperation is required by statute.

**1.7. COMBUSTIBLE MATERIALS:** No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements, other than regular household cleaning supplies.

**1.8. FIRE PREVENTION SYSTEMS:** Each Unit is equipped with a sprinkler system as well as an audible alarm panel. Owners, Tenants and Occupants may not alter this system as doing so may constitute a criminal offense or jeopardize the overall system's operation.

**1.8.1.** Owners are advised that tampering with, removing or painting over fire sprinkler heads or alarm panels is not permitted.

**1.8.2.** Damage to any life/safety system that is determined to have been caused by any Unit occupant will be immediately repaired by Management and the actual costs billed back to the Unit Owners' account.

**1.8.3.** While each Unit is equipped with a fire sprinkler system, Owners are advised to keep on hand and regularly inspect at least one fire extinguishers within the Unit at all times.

**1.9. HURRICANE PREPARATION:** A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his or her Unit prior to his or her departure by designating a responsible firm or individual to care for the Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual.

**1.9.1.**The Association's officers and agents will not assume responsibility for preparing any individual Unit for storms or hurricanes.

**1.9.2.**Hurricane plans have been adopted by the Association and are available for viewing upon Owner's request.

**1.10. BUILDING EXTERIORS/WINDOW COVERINGS:** A Residential Unit Owner or Tenant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior wall, doors, balconies, railing or windows of the Building unless otherwise specifically permitted by Florida Statutes.

**1.10.1.**Notwithstanding the foregoing, Unit Owners or Tenants may display a wreath or other small holiday decoration on the Unit's door, provided it is secured in a manner that does not penetrate the door .

**1.10.1.1.**In addition, holiday lighting may be hung inside but not outside of the Unit's window or on the balcony or patio but only so long as the building's exterior is not penetrated. Exterior hanging or holiday lights are permitted October 15<sup>th</sup> through January 15<sup>th</sup> only.

**1.10.2.**No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing.

**1.10.3.**No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

**1.10.3.1.**Window lighting is not permitted except as detailed above regarding holiday lights.

**1.10.4.**No window air-conditioning units may be installed within any Unit.

**1.10.5.**Installation of satellite dishes shall be restricted in accordance with the following:

**1.10.5.1.**Installation shall be limited solely to the Unit or any Limited Common Elements appurtenant thereto, without being affixed to railings, and may not be on the Common Elements unless required by state or federal law. If the building's envelope is damaged because of the installation of the dish, then the Owner is obligated for all related damage which shall be repaired by the Association and charged to the Owner.

**1.10.5.2.**At any time as the dish is inactive then the dish must be removed. Removal shall be required at the time of the Owner or Tenant's move-out and any new resident desiring use of a dish must apply for a new dish in his or her own right.

**1.10.6.** No commercial [for profit, not for profit, charitable or the like] sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the

Condominium or Association Property, except signs used or approved by the Developer (for as long as the Developer owns any portion of the Condominium Property, and thereafter by the Board) or signs utilized by the Commercial Unit (and as to signs utilized by the Owner of the Commercial Unit, to the extent permitted by the Declaration).

**1.10.7.** Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements by any Residential Unit Owner, without the prior written consent of the Board of Directors of the Association. Such items must be maintained in good condition else will be subject to immediate repair, replacement or removal.

**1.10.7.1.1.** As and to the extent set forth in the Declaration, the Owner of the Commercial Unit shall be permitted to install signage both on the outside walls and the roof of the Building.

**1.11. GRILLS:** No gas, electric or barbecue grills of any type shall be permitted on the balconies, patios, terraces, lanais appurtenant to Units.

**1.12. CHILDREN:** Children are the direct responsibility of parents or legal guardians and minors must also comply with these Rules and Regulations and all other restrictions of the Association.

**1.13. PETS:** Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration. (1.19.1-Reprinted from XVI (C))

**1.13.1.** Not more than two (2) pets (which shall be limited to domesticated dogs, cats or birds) may be maintained in a Unit provided such pets are:

**1.13.1.1.(a)** as to each pet, not in excess of fifty (50) pounds fully grown

**1.13.1.2.(b)** permitted to be kept by applicable laws and regulations

**1.13.1.3.(c)** Not left unattended on patios or balconies

**1.13.1.4.(d)** generally not a nuisance to residents of other units

**1.13.1.5.(e)** carried or leashed at all times when on Association Property

**1.13.1.6.(f)** not a pit bull or other breed considered to be dangerous by the Board of Directors (in its sole and absolute discretion)

**1.13.1.7.** The Association reserves the right to request applicable veterinary reports verifying current vaccination state, as well as to confirm current size/ weight compliance.

**1.13.2.** Dogs or cats shall not be permitted outside of their Owner's Unit unless attended by an adult and on a leash not more than six (6) feet long.

**1.13.2.1.** Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes.

**1.13.2.2.**In no event shall said dog or cat be allowed to be walked or taken on or about any recreational facilities contained within the Condominium Property.

**1.13.2.3.**Pets shall only be in the hallways of the Building as a means of direct ingress or egress to and from its Owner's Unit.

**1.13.3.**Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.

**1.13.4.**Unit Owners shall pick up all solid wastes from their pets and dispose of same appropriately.

**1.13.4.1.**Whereas failure to properly cleanup pet waste has implications for causing health issues, the Association reserves the right to fine Unit Owners for failures to abide by proper disposal of pet waste as listed in these rules and regulations to the limits established by state statutes and following established statutory procedures.

**1.13.5.**A violation of any section of section 1.12 shall entitle the Association to all of its rights and remedies including but not limited to the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property.

**1.13.6.**The foregoing shall not, however, limit the rights of the Owner of the Commercial Unit to invite pets to the Commercial Unit to the extent permitted by the Declaration.

#### **1.14. Pool Rules**

**1.14.1.**Anyone using the pool must obey all posted signs and warnings. All persons using the pool and pool area do so at their own risk. Parents, your children use the pool and pool area at your risk, and there are no lifeguards on duty.

**1.14.2.**Only persons physically capable of using the pool safely without the assistance of another are permitted to use the pool without supervision.

**1.14.3.**Only persons who do not need to wear a diaper are permitted to use the pool unless a swim diaper is utilized.

**1.14.4.**Pool Hours are daily between the hours of 9 am and 10pm. The pool is subject to closure due to inclement weather or for repairs or cleaning. Any person who enters early or refuses to leave within 10 minutes of closure is subject to trespass and possible fines.

**2. RIGHT OF ACCESS TO UNITS:** Per state statute, condominiums have many shared common components and as such the Board of Directors and its designated employees have at all times the irrevocable statutorily authorized right of access to any Unit. This access is immediate in case of an emergency, and in non-emergency situations, subject to reasonable advance posted notice.



**2.1.** Per Declarations XVI (O): In order to facilitate access to Units by the Association for the purposes enumerated in Section X (AXI) hereof, it shall be the responsibility of all Unit Owners to deliver a set of keys to their respective Units (or to otherwise make access available) to the Association for use in the performance of its functions.

**2.1.1.** No Unit Owner shall change the locks to his or her Unit or Garage (or otherwise preclude access to the Association) without so notifying the Association and delivering to the Association a new set of keys (or otherwise affording access) to such Unit.

**2.2.** The Association will perform a duly noticed annual key check on all units and garages to confirm compliance with this standard. Unit Owners are responsible for ensuring that the Association's Management team at all times has a copy of a working key to the Unit. Should entry be needed and no working copy is available, then the Association may force access and is not responsible for damage or trespass.

**2.3.** The Association will from time to time perform duly noticed safety inspections or audits for dryer ducts, air conditioner common lines or vents, fire alarm systems, fire sprinkler systems, or any other needed inspections, or for other maintenance items, such as drywall repairs.

**2.3.1.** In all cases, Association Personnel post notice the Unit's door in advance of intended non-emergency entry and will knock before attempting to enter the Unit; however, if there is no answer, the key on file will be used for entry.

**2.3.2.** Expenses incurred by the Association as a result of failure to provide a key or being denied entry as scheduled will be billed back to the Owner.

**2.4.** The Association reserves the right to seek a fine against any Unit Owners for failure to provide a working copy of the Unit's key or to provide statutorily authorized access.

**PLEASE NOTE THAT THE ENTIRETY OF SECTION 3 WAS ESTABLISHED BY A DULY NOTICED RULES AMMENDMENT BY THE PLANTATION PARK BOARD OF DIRECTORS IN 2016**

**3. OFFICIAL RECORDS: Relating to the inspection and copying of condominium Association Records: THE ENTIRETY OF SECTION 3 WAS ESTABLISHED BY THE PLANTATION PARK BOARD OF DIRECTORS AS AN AMMENDMENT IN 2016**

**3.1. WHEREAS** the Board of Directors of the Plantation Park Private Residences Condominium Association Inc, (Association") has determined that it is in the best interest of the Association to establish a Rule relating to the inspection and copying of all of the Official Records.

**3.1.1.** The official records available for inspection and copying are those designated by The Florida Statutes, as amended from time to time.

**3.1.2. ALL RECORDS MAINTAINED BY THE ASSOCIATION MUST BE AVAILABLE FOR INSPECTION AND COPYING UNLESS SUCH RECORDS ARE EXEMPTED RECORDS.**

**3.2.** Every Member or the authorized representative of the Member (hereinafter collectively referred to as "Member") shall have the right to inspect or copy the official records.

**3.3.** In reviewing any public documents held by property management on behalf of the Association or any legal documents no longer deemed to be proprietary and confidential by the Association attorneys, are available to be viewed by any owner under the following rules.

**3.3.1.**The request must be made in writing.

**3.3.1.1.**Electronic communication such as Cell/Voice, E-Mail or Texting will not be considered an official communication.

**3.3.2.**Only two such requests may be made during any calendar month unless all documents are not readily available or requested documents are incomplete during the proscribed meeting.

**3.3.3.**The Office manager will contact the requestor and establish a reasonable time that the records will be available in the location of the Associations choosing.

**3.3.4.**If the requestor fails to make a mutually agreed upon meeting without prior notification and rescheduling, this rule will be reset and started from the beginning.

**3.4.** No original document shall be taken out of the office and documents requested photocopied and given to the owner at their request shall follow the bylaws and rules for production and payment of those services.

**3.5.** The Office Manager or their designated representative will be available to assist the requestor for one hour to assist with explanations, assistance in reviewing documents with the requestor or making copies for the requestor pursuant to other bylaws and rules pertaining to copies and cost recovery of photocopy resources.

**3.6.** The Association will not create or generate a document or a report that it would not otherwise create or generate unless it is required to do so by law or its governing documents.

**3.7.** Inspection of Association Records will be limited to those records that exist at the time of the request. No request for future documents will be accepted.

**3.8.** The Association will not conduct a record search or research or pick out specific Association Records.

**3.9.** Association Records shall be made available for inspection by the Association on or before the tenth (10th) business day subsequent to actual receipt by the Association of a written request for inspection.

**3.10.**All inspections of records shall be conducted at the Association's Agents office: SENTRY MANAGEMENT 2180 W State Rd 434 Suite 5000, Longwood, FL 32779, or at such other location designated by the Association at its sole discretion.

**3.11.**Exempted Records are as follows:

**3.11.1.**Any record protected by the lawyer-client privilege as described in Section 90.502 Florida Statutes and any record protected by the work-product privilege;

**3.11.2.** Information obtained by an association in connection with approval of the lease, sale, or other transfer of parcel;

**3.11.3.** Medical records of Owners of community residents;

**3.11.4.** The contents of sealed ballot envelopes received by the association which have not yet been subject to the verification, opening, and tallying process which occurs at a meeting at which directors will be elected;

**3.11.5.** The contents of sealed voting proxy envelopes received by the association which have not yet been opened, verified as legitimate, and submitted for counting;

**3.11.7.** Confidential communication with a certified public accountant arising from an accountant-client relationship; and

**3.11.8.** Any other records exempted under Florida or Federal Law

**3.12.** The Association shall provide copies to the Member during the inspection if:

**3.12.1.** The Association has a photocopy machine available where the records are maintained: and

**3.12.2.** The request for copies is limited to 25 pages or less. If the Association makes copies on an association photocopier, it shall charge .25 cent per page for the copies.

**3.12.3.** If the Association does not make the copies on an association photocopier, it shall charge the actual cost of providing the copies.

**3.12.4.** The cost for copying shall be payment by personal check, at the time the copies are delivered: provided, however, payment in advance of copying may be required by any Director or Manager in their discretion, taking into account such factors as the amount of the copy charge, the payment record of the Member, and other relevant factors.

4. **OWNER SUGGESTIONS:** Owners should use the suggestion box in the Clubhouse and the forms provided. Alternatively, email submissions will be considered. In either case the name of the Owner making the suggestion is required in order to be considered. The property manager will report suggestions or submissions to the Board of Directors. In addition, the manager shall review all requests and determine if it is a request for action by property management or the Board and deal with it appropriately.

5. **LEASING:** Leases of individually owned units are permitted with the following stipulations:

**5.1.** Section 5.1- 5.1.2.13 is reprinted from Declarations XVI section I:

**5.1.1.** No portion of a Unit (other than an entire Unit) may be rented.

**5.1.2.** Each lease shall be in writing and specifically include provisions that the Association shall have the right:

- 5.1.2.1.**(1) to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation, Bylaws of the Association, or other applicable provisions of ORB Book 8252/Page2954 CFN#20050703059 Page 33 of 131 agreement, document or instrument governing the Condominium or administered by the Association, and
- 5.1.2.2.**(2) To collect all rental payments due to the Owner and apply same against unpaid Assessments if, and to the extent that, the Unit Owner is in default in the payment of Assessments.
- 5.1.2.3.**Leasing of Residential Units shall not be subject to the prior approval of the Association unless the lessor is delinquent in the payment of Assessments to the Association or has an outstanding fine in which case the request for rental is automatically deemed denied.
- 5.1.2.4.**Provided, however, that the Association must receive notice of the leasing of a Unit not less than five (5) days prior to the commencement of the lease term (together with a copy of the applicable lease).
- 5.1.2.5.**Provided, however, that if the Unit is leased during the pendency of the foreclosure action, the Association is entitled make direct demand per statute for the collect the rent.
- 5.1.2.5.1.**The expenses of such receiver shall be paid by the party which does not prevail in the foreclosure action.
- 5.1.2.6.**No lease of a Residential Unit shall be for an initial term of less than six (6) months or for an initial term of more than two (2) years. Extensions or renewals thereafter would not be considered a violation of the initial restriction of a lease not exceeding two years.
- 5.1.2.7.**The foregoing leasing restrictions shall not apply to the Commercial Units.
- 5.1.2.8.**Every lease of a residential Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all Exhibits hereto) and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease and/or any modifications, renewals or extensions of same).
- 5.1.2.8.1.**If the Owner does not reside in the Unit, then any adult person with present possessory rights shall be considered a Tenant irrespective of whether rent is paid to the Owner.
- 5.1.2.9.**The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the Tenant and special Assessments may be levied against the Unit.
- 5.1.2.10.**All leases are hereby made subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease.

**5.1.2.11.** When a Residential Unit is leased, the Tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use by Unit Owners, and the Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant.

**5.1.2.12.** Nothing herein shall shift the rights or obligations of a Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes except as exercised by the Association.

**5.1.2.13.** The foregoing leasing restrictions shall not apply to the Commercial Units except that all leases for the Commercial Unit shall also be in writing and incorporate the requirements set forth in the Declaration.

**5.2.** The burden of maintaining and presenting leases, as well as the costs of leasing a Unit is the sole responsibility of the Owner. It is recognized that leasing activities will place some additional burdens on Association staff. However, other than the customary activities provided to all new owners, any additional costs to the Association, or demands placed on Association employees are not included in Condominium Assessments. As such any additional costs incurred as a result of leasing activities will be billed back to the Unit Owner rather than borne by the membership at large.

**5.2.1.** Access to the property for new Tenants will be provided upon presentation of a valid lease subject to the effective date of the lease.

**5.3.** All Leases must be kept on file with the Associations agent.

**5.3.1.** Per the Declarations above leases must be received in the office at minimum, 5 days prior to the commencement of the lease.

**5.3.1.1.** Renewals of leases are not exempt from this provision and must also be provided 5 days prior to renewal so that the Association's manager may confirm who has current possessory rights to any rented Unit.

**5.3.2.** Failure to provide the appropriate leases on this schedule may result in the Association exercising its right to fine Unit Owners, for failures to provide proper documentation of leases as listed in these rules and regulations to the limits established by state statutes and following established statutory procedures.

**5.3.2.1.** Currently these fines are up to \$100 per day that the lease is late and up to a maximum of \$1,000 per ongoing violation.

**5.3.2.2.** Failure to pay these fines may result in a rent intercept demand, which if unpaid, per statute allows for the Association to evict the Tenant.

**5.3.2.3.** Unit Owners will also be financially responsible for any fines incurred by their tenants.

**5.4.** Whereas Association Declarations require initial lease terms of no less than 6 months and no greater than 24 months, no more than 2 leases will be permitted per Residential Unit per year to ensure compliance with this restriction.

**6. PARKING RULES:** Parking on Association property is on Common Elements and/or Limited Common Elements. As such no Owner maintains ownership of any parking spaces. Access to property, and the right to park are controlled separately, and having a bar code for access to the property does not imply nor does it provide the ability to park in or on any common element including designated parking spaces. Owners may request one additional property access bar code sticker at an additional cost for access to the property as outlined in Section 1.1 of this document, provided they are not residing in or leaving the vehicle on property.

**6.1.** Parking in a disabled parking space without proper permit or parking on or over sidewalks is not allowed. Vehicles found in violation are subject to immediate towing at the vehicle owner's expense and may be the basis for a fine or suspension of use rights.

**6.1.1.** Parking in Garages or the area immediately in front of the access point to the individual enclosed garage areas is reserved for the Owner or Tenant who has current use rights. Again, an Owner may not reserve the use an Enclosed Parking Garage when the Unit is rented. Anyone other than the Owner or current Tenant parked in this area, or anyone without a valid handicap parking permit may be towed without further notice.

**6.2.** Parking in all other spaces on Association property is for the benefit of Owners and current Tenants with a valid Parking Permit on a first come, first served basis. Improper parking, such as double parking, parking without display of a current parking tag, parking on the grass, or parking in a marked no parking zone, may result in towing without further notice.

**6.2.1.** Valid Parking Permits will be assigned by the Association Office. The office at their sole discretion will identify and eliminate parking permits for all individuals who are not Owners, or who have not properly registered with the office with a valid lease and/or car registration. Valid Parking Permits are the only method by which vehicles will be granted the ability to park in or on any common element including designated parking spaces between the hours of 6pm and 8am.

**6.2.1.1.** Owners or their registered Tenant may register for parking permits as follows:

**6.2.1.2.** For 1 Bedroom units- Maximum of 2 Parking Permits

**6.2.1.3.** For 2 Bedroom units- Maximum of 3 Parking Permits

**6.2.1.4.** For 3 Bedroom units- Maximum of 4 Parking Permits

**6.3.** Parking Permits are non-transferable.

**6.4.** Residents can request a replacement Parking Permits at an additional cost, but only with the simultaneous deactivation of previous Parking Permits assigned to that Unit.

- 6.5.** Vehicles with expired tags, or that are in an inoperable condition which are in resident parking or guest parking for greater than 10 days are subject to being towed at the vehicle owner's expense.
- 6.6. Parking Rules and Regulations:**
- 6.6.1.** Parking near buildings between the hours of 6pm and 8am will be limited to registered vehicles as defined above with Parking Permits. All parking stops adjacent to units will be painted with the words "RESIDENTS" on them.
- 6.6.1.1.** Parking in these spaces will be allowed only by vehicles displaying a valid Parking Permit.
- 6.6.2.** Parking on the west-side perimeter of Association property for guests will be designated as Overflow or Guest parking, and identifiable by dark green parking stops.
- 6.6.3.** Parking Permits MUST be displayed on the front windshield of their vehicle in the upper right corner of the front windshield.
- 6.6.3.1.** Parking permits are not transferrable. If a new vehicle is obtained, a new parking permit is required.
- 6.6.3.2.** Portable stickers will NOT be permitted.
- 6.6.3.3.** Failure to properly display a Parking Permit may result in accidental towing of the vehicle and will be at the sole expense and responsibility of the owner of the vehicle.
- 6.6.4.** Residents are allowed to park in spaces marked for residents for no longer than 45 days.
- 6.6.4.1.** Owners/Tenants must move these vehicles to the overflow/guest parking area to allow for residents to be able to use the limited parking available. Residential spots are not for vehicle storage.
- 6.6.5.** Exception "hang tags" will be available from the office with clearly marked expiration dates for vehicles who need short term access to "RESIDENT" parking.
- 6.6.5.1.** Owner rental vehicles or resident short-term vehicles that are approved by the Plantation Park manager are the only vehicles that are qualified for these tags.
- 6.6.5.2.** These tags can be issued for no more than a 2-week maximum and will not be reissued for at least another 30 day in order to avoid a constant renewal of a guest tag to a person who basically would otherwise become a *de facto* unregistered resident.
- 6.6.5.3.** Granting of hang tag access is subject to immediate revocation at the discretion of the manager or Board.
- 6.6.6.** Commercial Trucks or large vans will not be granted Parking Permits for resident parking nor will they be granted hang tags for temporary access.
- 6.6.6.1.** Commercial vehicles must park in the overflow/guest parking area, located at the west corner of property. These vehicles must be able to be parked using one parking space, and cannot extend beyond the confines of the parking space for safety reasons.

**6.7. Parking and use of Trucks Vans and Portable Moving and Storage units:** It is recognized that at times, Owners or Tenants will need access to parking spaces or access to property for the purpose of moving in or out. **Plan in advance or come moving day there may be no space to accommodate your moving truck!**

**6.7.1.** Anyone utilizing a moving van, truck or Moving and Storage Unit must notify the office in advance to facilitate their moving schedule. In addition, advance notification will be required to document and prevent towing of these vehicles from reserved parking areas.

**6.7.2.** Moving Trucks and move-in, move-out activities are permitted only between the hours of 8:00 AM and 6:00 PM.

**6.7.3.** Parking moving trucks or portable moving and storage units in reserved spaces overnight but for one night only is permitted if:

**6.7.3.1.** The office receives proper notification and moving activities adhere to the above schedule.

**6.7.3.2.** If the unit occupant moves their personal vehicle to guest parking for the duration of time the reserved space is occupied.

**6.7.3.3.** The moving truck or storage device exceeds the length or width of 1 standard parking space.

**6.7.3.4.** Moving trucks or storage devices cannot park in front of a garage or use the space in front of a garage unless it is appurtenant to the unit that is moving, or unless they obtain specific permission from the owner of the driveway or garage. If parked in a garage space and only taking up a single space, it can remain overnight but for only one night.

**6.7.4.** Unsafe parking of moving trucks or storage devices, blocking of pathways or blocking of traffic lanes is not permitted at any time.

**6.8.** Any vehicle in visitor parking after expiration of the visitor's parking tag shall be towed without notice or warning.

**6.9. Enforcement**

**6.9.1.** Our Towing Partner will be notified of our parking restrictions and a reviewed list of authorized individuals to authorize towing.

**6.9.2.** Random checks by board members, designated agents, including parking committee members, and management will be initiated.

**6.9.3.** All vehicles not meeting the above standards will be towed at the vehicle owners' expense and the Association shall not be liable for damage or loss of use.

**7. COMPLIANCE:** Every applicable Owner, Tenant and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, Bylaws and Articles of Incorporation of the Association, as amended from time to time.



- 7.1.** Failure of an Owner, Tenant or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.
- 7.2.** In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, or such Owner's family, guests, invitees, lessees or employees, to comply with any covenant, procedures set forth in the Declaration for fining are adhered to.
- 7.3.** Fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner, Tenant or occupant.
  
- 7.4.** These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted.