

SPRINGDALE LAKE D CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

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SPRINGDALE LAKE D CONDOMINIUM ASSOCIATION, INC.
RULES & REGULATIONS

TABLE OF CONTENTS

Section	Description	Page(s)
N/A	Purpose and Hate Speech Definition and Limitation(s)	3
N/A	Definitions	4
1	General Rules	5
2	Complaints	5 – 6
3	Applying for Occupancy at the Association	6
4	Occupancy Standards	7
5	Animals	7
6	Application of Payments from Owner(s), Resident(s), Tenant(s)	8
7	Monthly Dues, Fines, Fee(s), Appeals	8
8	Invitees	8
9	Parking	8 – 10
10	Disturbances	10
11	Trash & Recycling	10
12	Conduct During Meetings	11
	These Rules and Regulations	12
13	Executive Authority	13
APPENDIX “A”	Appeals Process for Fine(s) and/or Violation(s)	14
APPENDIX “B”	Contact Information	15
APPENDIX “C”	Statement of No Prior Aggression and/or Prior Dog Bite	16
APPENDIX “D”	Acknowledgement and Receipt of Rules & Regulations	17
APPENDIX “E”	Tenant’s Acknowledgement of Association’s Rights	18
APPENDIX “F”	Architectural Standards	19 - 25

PURPOSE

The purpose of these Rules and Regulations is to provide a clear understanding by and between the Association and the residents, occupants, owners, tenants, visitors and guests at the Association. The regulatory scheme is

designed to warn people on the premises about behaviors that a vast majority of owners find disruptive or disturbing in nature or otherwise harm the value of the property(ies) within the Association's grounds.

IT IS THE RESPONSIBILITY OF EVERY OWNER AND/OR MEMBER TO READ AND REVIEW THIS DOCUMENT INCLUDING ALL APPENDIXES, ADDENDA AND/OR AMENDMENT(S) HERETO AND TO SHARE THIS INFORMATION WITH ANY APPLICABLE RESIDENT, OCCUPANT, OWNER, TENANT, VISITOR, GUEST, CONTRACTOR, INVITEE AND OTHER(S) WHO MAY BE ON ASSOCIATION PROPERTY AT ANY TIME.

THE ASSOCIATION IS NOT RESPONSIBLE TO PROVIDE ANYONE OTHER THAN THE PERSON OR ENTITY AS REGISTERED WITH THE BROWARD COUNTY PROPERTY APPRAISER (BCPA.NET) WITH NOTICE THAT THIS DOCUMENT IS IN FORCE AND EFFECT.

HATE SPEECH DEFINITION AND LIMITATION(s)

Although the United States Supreme Court has ruled Hate Speech is *not* a violation of an individual's First Amendment Rights ("*Freedom of Speech*"), this Association *does* have the right – by nature of membership in the private, not-for-profit corporation – to limit such speech and require adherence to its Documents including these Rules & Regulations.

Purpose

It is antithetical to the nature of a Condominium Association — and contradictory to the rights of Peaceful Quiet and Peaceful Enjoyment afforded to Members of this Condominium Association under the Florida Constitution through their ownership of a Unit — where people inhabit and share common spaces and have an interest therein, to expect Peaceful and Quiet Enjoyment to be upheld if Hate Speech is permitted.

This Document is a part of the "legal handshake" between the existing Member(s) of the Association and those entering into residency by nature of a purchase or by nature of a lease, where the rights of Peaceful Enjoyment and Quiet Enjoyment are transferred to the Resident.

Definition

"Hate Speech" shall be defined as any gesture(s), conduct, writing(s) or display(s) that incite violence or prejudicial actions against a group or individual(s) on the basis of their membership in the group, or which disparage or intimidate a group or individual(s) on the basis of their membership in the group. Such groups are interpreted to include: race, religion, ethnicity, country of origin, sex, sexual orientation and gender assignment or classification.

Penalties

Any person(s), individual(s), group(s) engaging in Hate Speech on the Property shall:

- Be reported to local law enforcement for Violation of Florida Statutes, §877.03 if applicable; and
- Shall lose all common area privilege(s) for a period of up to 90 days and may have fines levied; and

**IF YOUR LIFESTYLE REQUIRES THAT YOU PROMULGATE HATE SPEECH, DO NOT MOVE HERE.
BIGOTS ARE NOT A PROTECTED CLASS UNDER ANY FEDERAL, STATE OR LOCAL LAW.**

DEFINITIONS

Term	Definition
Association	Shall mean the Springdale Lake D Condominium Association, Inc., 4701-4909 NW 82 ND AVE, Lauderhill, FL 33359 and all of the 71 Units that constitute the Association's property as well as any land(s) or area(s) leased, used, maintained or otherwise conveyed to same by any other party(ies).
Applicant(s)	Shall mean any person(s) applying for Occupancy at the Association who is aged eighteen (18) years or older or will be aged eighteen years of age or older on or before the time of possession, will be occupying a Unit for more than five (5) days Alternatively maybe 21 days, (in the aggregate) in any calendar day period, and is not designated "Disabled" for any reason by the Americans with Disabilities Act.
Owner(s)	Any person(s), party(ies) or entity(ies) to whom a Unit is deeded and recorded with the Broward County Property Appraiser's Office.
Tenant(s)	Any person(s), party(ies) or entity(ies) to whom a Unit is leased – as evidenced by a lease of which the Association has been in possession – and whom has a Certificate of Occupancy bearing their name and signatures as later indicated herein with certain inalienable rights as afforded by Florida Statutes, Chapter 83, Part II.
Occupant(s)	Shall be used interchangeably between "Owner(s)" and "Tenant(s)" above to indicate that specific right(s) are afforded to the party granting them rights of access to the Association, its property and certain common and/or limited common element(s).
Resident(s)	Shall mean Tenant(s) and / or Owner(s) interchangeably between the singular and plural, masculine and feminine forms.
Certificate of Occupancy	Shall mean the form issued by the Association to the Applicant(s) of the Association conveying the rights and responsibilities as outlined by the State of Florida, County of Broward and City of Pompano Beach. A Certificate of Occupancy is required in order to inhabit or occupy a Unit on the Property.
Invitee(s)	Shall mean any visitor(s), guest(s), contractor(s), vendor(s), family member(s), relative(s), employer(s), employee(s), delivery person(s), or other invitee(s) of an Occupant(s).
Property	Shall mean the Property within the jurisdiction of the Association as provided-for in the Declaration of the Association.
Unit(s)	Shall mean any privately held Parcel within the Association, the boundaries and easements of such are defined in the Declaration of the Association.
Right of Way	Shall mean any common or limited common element of the Association specifically designed for the ingress and egress of vehicles or pedestrians and shall encompass "Street(s)" and "Sidewalk(s)".
Constructive Eviction	Shall mean an eviction of an Owner(s) or Tenant(s) (or both) by the Association. IMPORTANT: If a Constructive Eviction is filed by the Association, Attorney(s)/Counsel for the Association will be instructed to pursue remediation for Damages, Costs, Reasonable Attorney's Fees and any Pre-Judgment Interest.
Manager	Shall mean the Licensed Community & Association Manager of the Association and their company.
Commercial Vehicle	Shall mean any vehicle(s) as identified by Florida Statutes, §403.413(2)(f); and any vehicle that has displays, graphics, stickers, magnets, decals or other item(s) that indicate a service is provided or a good is sold. For the purposes of this Association, any vehicle(s) containing ladder rack(s) or tank(s) that are visible from the exterior or whose use is intended primarily for a work purpose shall be included As well as any vehicle that cannot fit within a space without impeding access to other parking spaces, areas or thoroughfares. with an exception for governmental vehicles that have a government-issued Florida or U.S. Government or U.S. Military License Plate.

All definitions herein may be used interchangeably between the masculine or feminine; singular or plural forms.

RULES & REGULATIONS

1. General Rules

- a. Fireworks are not permitted anywhere on Association Property; and
- b. Persons under the age of 16 must be accompanied by an adult family member or guardian when in common areas; and
- c. Any person who creates damage to the Association or its facilities shall be charged for the cost of replacement or repair(s) plus a twenty (20%) percent administrative fee; and
- d. No person(s) shall decorate any home in a manner that may be objectionable to more than ten (10) percent of the members of the Association; and
- e. No vehicle(s) parked anywhere on the Association's property where the vehicle is visible shall be decorated in a manner that may be objectionable to more than ten (10) percent of the members of the Association. This would include racist or discriminatory bumper stickers and this policy shall exempt political bumper stickers as issued by a campaign excepting hate language, threats of violence; and
- f. Residents and their invitees shall treat other Residents and their invitees with respect; and
- g. Residents and their invitees shall treat Management and vendors of the Association with respect; and
- h. No person(s) shall bring onto the Association's Property any dangerous chemical(s), gasses, liquids, or other matter in such volume as to create a public health hazard; and; and

2. Complaints

- a. No Owner(s), Resident(s) shall file more than one (1) complaint in any calendar month.
- b. Any Complaint filed must be made in writing via:
 - i. Email to the Manager as identified in **APPENDIX "C"**; *or*
 - ii. In writing to the address of record as identified in **APPENDIX "C"** by personal delivery or U.S. Mail; and

3. Applying for Occupancy at the Association.

- a. Any person(s) who will be age eighteen (18) years old on the date of possession and is not a dependent adult (ADA Definition) must complete an application if they will be at the Association for more than five (5) calendar days in any thirty (30) calendar day period; and
- b. Every Applicant(s) to the Association must complete a full and accurate application; and
- c. Each and every Applicant(s) must pay an Application Fee as follows; and
 - i. **APPLICATION FEE(S) ARE NOT REFUNDABLE FOR ANY REASON;** and
- d. Each and every Applicant(s) must provide:
 - i. A government-issued photo ID; and
 - ii. Proof of income that is not more than two (2) months old, unless a tax form or filing is used; and
 - iii. All materials submitted must be in color, completely and clearly legible in their complete form(s); and
- e. Applicants who **are not** active-duty U.S. Servicemembers may expect a response within fourteen (14) calendar days; and
- f. Applicants who **are** active-duty U.S. Servicemembers may expect a response within seven (7) calendar days pursuant to Florida Statutes; and
- g. Failure to submit all of the materials as outlined herein shall constitute an incomplete application; and
- h. Applicant(s) may be denied for any proper cause as determined by the board of directors in accordance with the provisions of the Association's Governing Documents; and
- i. Any incomplete application may be completed within four (4) calendar days; and
- j. Incomplete application(s) not completed within four (4) calendar days of initial submission shall be considered withdrawn by the Applicant(s) and all Application Fee(s) shall be forfeited; and
- k. Applicant(s) will be required to resubmit all material(s) as required herein; and
- l. If any application is "withdrawn" or incomplete after four (4) calendar days, submission of a new application with additional fee(s) shall be required; and
- m. No person(s) may enter the Association until they receive a CERTIFICATE OF OCCUPANCY; and

- n. Any person(s) who meet criteria that may be indicated in **APPENDIX "E" – DENIAL LISTING** (attached herewith,) should **NOT** apply for residency in the Association; and
- 4. Occupancy Standards.
 - a. No Unit shall have more than two (2) persons per bedroom; and
 - b. No Unit shall have more than one (1) animal per bedroom; and
 - c. No Unit shall have more than six (6) of the above in the aggregate; and
 - d. No Unit shall have more than two (2) vehicle(s) regularly parked on the Property per Unit; and
- 5. Animals.
 - a. Exotic or Aggressive Breed Animals must be disclosed on the Application by the Applicant(s); and
 - i. The Association may deny an Application for occupancy by the disclosure of an Exotic or Aggressive Breed Animal provided that:
 - 1. The Exotic or Aggressive Breed Animal is interviewed and found to present a potential safety hazard to other Occupant(s) of the Association; and / or
 - 2. A reasonable accommodation (e.g. muzzle) would be insufficient to ensure the safety of other Occupant(s) of the Association; and
 - 3. Interviews with the Animal(s) shall be conducted by the Manager for the Association and shall be video recorded for part of an official approval or denial record; and
 - 4. If the Application is approved, the Association **may** require the Occupant(s) to pay any differences in Insurance premium(s) resulting from the presence of the animal(s) as a reasonable accommodation; and
 - 5. If the animal type requires a license, permit or is subject to any other governmental control(s), the applicant(s) must provide such as part of the application material(s) within four (4) calendar days of initial submission; and
 - ii. Any animal(s) on Association Property that are living in a Unit that is occupied by anyone other than an Owner(s) must be registered with the Association including, but not necessarily limited to:
 - 1. Copy of registration with BROWARD COUNTY; and
 - 2. Copy of most recent one (1) calendar year of veterinary records; and
 - 3. Photograph of each animal; and
 - 4. Proof of properly collared and tagged animal; and
 - b. Stray / Non-Registered / Non-Domesticated Animal(s)
 - i. The Association **strictly prohibits** the feeding, baiting, or attempted domestication (including housing/harboring) of any Stray, Non-Registered or Non-Domesticated Animal(s).
 - c. Statement of No Prior Aggression / Dog Bite
 - i. Every prospective resident bringing a canine into the Association **MUST** sign the Statement of No Prior Aggression or Dog Bite that is **APPENDIX "D"** attached herewith.

NOTE: Paul Alexander WARREN, Plaintiff v. Delvista Towers Condominium Association, Inc, Hyman D. Zelcer, Defendants. United States District Court, Southern District of Florida, Miami Division (49F.Supp.3d 1082 (S.D. Fla. 2014)):

"... the court found genuine issues of material fact remained as to whether the dog posed a direct threat to members of the condominium association, and whether that threat could be reduced by other reasonable accommodations."

6. Application of Payments from Owner(s), Resident(s), Tenant(s)
 - a. Funds are first applied to any late fee(s), repair cost(s), special assessment(s) or other charges and **LAST** applied to regular monthly maintenance assessments or dues; and
7. Monthly Dues, Fines, Fee(s), Appeals.
 - a. Monthly Dues are to be paid on the first (1st) day of each Calendar Month.
 - b. Monthly Dues not received or paid by the tenth (10th) day of each Calendar Month shall be subject to the maximum penalties allowable under Florida Statutes.
 - c. Appeals to have Fine(s), Fee(s) and Interest waived in-part or in-whole is attached hereto as **APPENDIX "B" – Fine(s), Fee(s), Interest Appeals Process.**
 - d. Any appeal(s) of **Fines** shall first be heard by the FINING COMMITTEE. The Board shall serve as a Secondary Appeal.
8. Invitees.
 - a. Owner(s), Tenant(s) and/or Occupant(s) are responsible for the behavior and actions of their Invitee(s); and
 - b. Owner(s), Tenant(s) and/or Occupant(s) are responsible to ensure that their Invitee(s) is/are aware of these Rules & Regulations; and
 - c. The Association **may** levy fines against an Owner(s) for the action(s) or lack thereof of their Invitee(s); and
 - d. The Association **may** issue a letter to Owner(s), Tenant(s) and/or Occupant(s) stating that particular Invitee(s) may no longer be on the Property of the Association. Such letter shall be copied to the Broward County Sheriff's Office and serve as a first warning for Criminal Trespass; and
 - e. **THE ASSOCIATION MAY HAVE ANY INVITEE(S) REMOVED FROM THE ASSOCIATION'S PROPERTY INCLUDING THE POOL OR OTHER AREA(S) REGARDLESS OF RELATIONSHIP TO THE AFOREMENTIONED WITH CAUSE; AND**
9. Parking
 - a. All Parking is subject to the following:
 - i. **ANY VEHICLE WHERE ANY TYPE OF HATE SPEECH IS VISIBLE ANYWHERE ON OR INSIDE THE VEHICLE, WHETHER REGISTERED OR NOT SHALL BE TOWED WITHOUT WARNING AT THE VEHICLE OWNERS' EXPENSE WITHOUT EXCEPTION. THIS RULE SHALL BE THE FIRST AND ONLY WARNING ISSUED.**
 - ii. Commercial vehicle(s) are PROHIBITED from parking in resident parking except for:
 1. Vehicles that will be on site less than eight (8) hours between the hours of 7:00 a.m. and 7:00 p.m. Monday through Friday and are actively providing a service to the Association or an Owner; or
 2. Vehicles that will be on site less than four (4) hours to provide a service (e.g. A/C Repair, Furniture Delivery, etc.); or
 3. Emergency vehicles actively providing a service to the community; and
 - iii. Each and every vehicle parked on the Association's property must be registered using the Association's Parking Registration method in **APPENDIX "P"** attached herewith; and
 - iv. Each and every vehicle parked in a space on the Association's property must be parked as follows:
 1. Front of vehicle facing parking block; and
 2. No tire(s) of any vehicle(s) may be touching the long parking stripes; and
 3. No vehicle(s) shall be parked in a manner that prohibits the ingress/egress into or out of a vehicle or would damage another vehicle in accessing either vehicle(s); and
 4. No vehicle(s) may be parked so that the vehicle extends beyond the length of the parking line(s) indicating the length of the space; and
 5. No vehicle(s) may be parked on a curb, grass, in the street or outside of marked parking area(s) or space(s); and
 6. Trailer(s) may not be parked in a space without advance written authorization by the Association; and
 7. Any vehicle(s) exhibiting an invalid or expired registration shall be towed at the vehicle owner's expense without warning; and

8. Any vehicle(s) that are inoperable or not road worthy or have damage(s) over more than twenty (20%) percent of the vehicle or have a flat tire, hood or trunk that won't close or missing bumper, etc. shall be towed at the vehicle owners' expense without warning; and
 - a. *NOTE: If a vehicle owner has a vehicle in this condition and needs some time to have it repaired, they may email the Manager who may issue a temporary exception.*
9. Any vehicle that hasn't moved in twenty (20) or more consecutive calendar days (as determined by chalking of a white line on a tire) may be towed without advance warning at the vehicle owners' expense; and
10. Any household that has a registered decal must **FIRST** utilize their assigned and/or reserved parking space to avoid being towed. Vehicles with a permit where the assigned space is vacant are subject to tow without warning.
- v. Homeowners will be allowed to change permit information or a permit to another vehicle once per year gratis. Each vehicle or permit change thereafter, requiring Association time and energy or Management Attention will be subject to a fee of \$20.00 per change levied against the ledger of the Homeowner.
- vi. MOTORCYCLES may be parked in front of or behind any vehicle(s) in a reserved space so long as the motorcycle or the vehicle does not extend beyond the length of the parking lot lines.
 1. Motorcycles are **PROHIBITED** from parking outside assigned parking spaces.
- vii. **MEMBERS OF THE ASSOCIATION ARE RESPONSIBLE TO PROMULGATE THIS INFORMATION TO THEIR TENANT(S) IF THEY HAVE TENANT(S) IN RESIDENCE IN THEIR UNIT(S);** and
- viii. **MEMBERS OF THE ASSOCIATION ARE RESPONSIBLE TO PROMULGATE THIS INFORMATION TO THEIR GUEST(S) IF THEY HAVE GUEST(S) PARKING ON THE PROPERTY;** and
- ix. **TENANT(S) ARE RESPONSIBLE TO PROMULGATE THIS INFORMATION TO THEIR GUEST(S) IF THEY HAVE GUEST(S) PARKING ON THE PROPERTY.**
- b. Guests with vehicle(s); Any vehicle(s) owned by a Guest parked on the property must conform to the following:
 - i. **EVERY GUEST VEHICLE PARKED ON THE ASSOCIATION PROPERTY MUST BE REGISTERED OR IT WILL BE TOWED WITHOUT WARNING.**
 1. Guests will register at SpringdaleLakeD.ParkingAttendant.com.
 - ii. No commercial vehicle(s), trailer(s), motorcycle(s) or vehicle(s) smaller than a compact car are permitted; and
 - iii. Guest vehicle(s) may not be parked in any assigned space without the consent of the homeowner to whom the space is assigned.
 - iv. Vehicle Owner(s) can expect enforcement at any time(s) on any day(s) without exception; and
 - v. The Association is in no way responsible for anything that may happen to any vehicle(s) parked on the property owned/operated by a Guest; and
 - vi. Guest parking of thirty-six (36) hours per home per month are permitted; and

1. Any parking beyond this amount of time will be towed without warning.
 - c. Street Parking
 - i. Is prohibited at any time.
 1. Exceptions:
 - a. Emergency Vehicles actively operating within their designated jurisdiction as identified by the vehicle's lettering or warning system(s); and
 - b. Vehicles with a disabled sticker or lettering clearly identifying the vehicle as an assisted transport vehicle whose hazard lights are flashing and are on site for no more than fifteen (15) minutes per calendar day including school busses; and
 - d. Parking Blocks
 - i. Any damage(s) to parking block(s) shall be the responsibility of the Owner of the Unit to which it is assigned for the cost(s) associated with remedy/repair; and
 - ii. No parking block(s) may be altered, modified, changed, removed or added; and
 - iii. Any person(s) altering, modifying, moving, changing, removing or adding parking block(s) shall bear the cost of remedy and/or repair(s); and
 - iv. Changing or alteration of the color or identifying mark(s) on any parking block(s) including graffiti shall be repaired and the offending owner's account shall be levied with exception for criminal activity; and
10. Disturbance(s):
- a. Fighting – verbal, physical or otherwise – is strictly prohibited; and
 - b. Loud Music or noise – whether from a vehicle, in a common area, inside a Unit or emanating from any of the aforementioned – is strictly prohibited; and
 - c. Any action(s) taken by any Occupant(s) or Guest(s) with the intent to intimidate, harm, damage or vandalize property is prohibited; and
 - d. Any violation(s) of any Florida Statute(s), Broward County or City of Lauderhill Ordinances are strictly prohibited; and
11. Trash & Recycling:
- a. For the purpose of this section, "Bulk Trash" is defined as any appliance (large or small), any furniture, any large amount of garbage that will not fit into a single 13 U.S. Gallon trash bag.
 - b. Bulk trash **MAY NOT** be placed ***anywhere*** on Association Property including near or inside dumpster(s) or recycle bins; and
 - i. Any offending Resident(s) shall have any applicable penalties applied to the ledger of the Unit in which they reside including a 10.00% administrative fee and any cost(s) to determine whose trash it is and any remedy cost(s); and
 - c. If a dumpster is full, Residents should utilize the second dumpster on the property; and
 - d. Placing trash inside a recycle bin is prohibited and any Resident(s) offending this rule shall have any applicable penalties applied to the ledger of the Unit in which they reside including a 10.00% administrative fee and any cost(s) to determine whose trash it is and any remedy cost(s); and
 - e. Trash will **NEVER** be placed outside of a dumpster or recycle bin. No exception(s); and
 - f. Recyclable Materials will ***not*** be placed inside a rubbish/trash dumpster; and

12. Conduct During Meetings

a. Attendance:

- i. Any Member may attend a Meeting or Hearing; and
- ii. Any Proxy Holder for a Member may attend a Meeting or Hearing; and
- iii. Any Limited Proxy Holder for a Member may attend a Meeting or Hearing; and
- iv. Any Attorney who is a Current Member of the Florida Bar and in good standing therewith may attend a Meeting or Hearing with or on behalf of a Member; and
- v. The above-identified person(s) shall be referred to as an "Attendee" for the purposes of this section (11) only.

b. Standing:

- i. Only the Board, Manager and the Member of record or proxy therefor may speak during a Meeting; and
- ii. Only the Board, Manager and the Member of record or **attorney** who is a Member of the Florida Bar in good standing and legally representing the Member of record may speak during a Hearing; and
- iii. Tenant(s) without a proxy form are PROHIBITED from attending any Meeting(s) or Hearing(s) unless otherwise specifically stated on the posted Notice of Meeting; and

c. Interaction(s):

- i. No Attendee(s) may speak at a meeting or hearing without signing into a meeting with the manager in-advance of the meeting; and
 1. The subject matter must be relevant to an item on the Agenda for that meeting or hearing; and
- ii. No Attendee(s) shall be disruptive during any Meeting or Hearing including, but not necessarily limited to: Interruptions, rude or snide comments or questions, irrelevant statements or questions, name-calling, shouting, or any act in which the goal is to hurt another person or disrupt the meeting including actions that create excessive noise, ringing cell phone(s) or other such disruptive noise(s); and
- iii. Any Attendee(s) can reasonably expect to receive the same treatment that they demonstrate toward others. ("Treat others the way you wish to be treated."); and

d. Removal:

- i. Any Attendee(s) or other person(s) who are asked to leave the Meeting or Hearing will be given not more than two (2) minutes to do so; and
- ii. If any Attendee(s) or other person(s) refuse or fail to leave the Meeting or Hearing, they are subject to the following penalty(ies) that the Board shall determine the later of seven (7) calendar days following the Meeting or Hearing or the next Meeting or Hearing:
 1. Restriction on meeting attendance not to exceed three hundred and sixty-five days from the date of offense; and/or
 2. Restriction from having guest(s) register for parking on the Association's Property; and/or
 3. Restriction on renting their Unit for a period not to exceed sixty (60) days from the date of offense; and/or
 4. Restriction from voting on any measure(s) before the Association and thereby effectively reducing the Total Voting Interest of the Association by the number of Units for which their name is connected by Management or Official Record; and
 5. Any person(s) attending any meeting or hearing are expected to be sober and not under the influence of any drug(s) or alcohol including prescription drugs. By attending a meeting or hearing, the person(s) attending understand that they may not use an "altered mental state" defense later, including in a Court; and

13. THESE RULES AND REGULATIONS

- a. Shall be posted to the Association's website under the downloads section; and
- b. May be updated, modified, amended at the discretion of the Association's Board of Directors; and
- c. Will not be filed with the County of Broward as to do so would subject the Association to extraneous fee(s) and cost(s) for each update, modification or amendment.
- d. Have been reviewed by a Florida Attorney who is a Member of the Florida Bar Association; and
- e. Shall be adopted not less than thirty (30) calendar days prior to enforcement of the provisions herein; and
- f. **Any violation of any of the Rules & Regulations herein set forth including the Architectural Standards, which have been adopted herein, may result in any appropriate remedy or remedies as set forth in "Executive Authority" herein; and**

14. EXECUTIVE AUTHORITY

Attached and incorporated hereto

15. APPENDIX "A" — Appeals Process for Fine(s) and/or Violation(s)

Attached and incorporated hereto

16. APPENDIX "B" — Contact Information

Attached and incorporated hereto

17. APPENDIX "C" — Statement of No Prior Aggression and/or Prior Dog Bite

Attached and incorporated hereto

18. APPENDIX "D" — Acknowledgement and Receipt of Rules & Regulations

Attached and incorporated hereto

19. APPENDIX "E" — Tenant's Acknowledgement of Association's Rights

Attached and incorporated hereto

20. APPENDIX "F" — Guest Parking Instructions

Attached and incorporated hereto

21. APPENDIX "G" — Architectural Standards

Attached and incorporated hereto

**SPRINGDALE LAKE D CONDOMINIUM ASSOCIATION, INC.
RULES & REGULATIONS, SECTION 13
EXECUTIVE AUTHORITY**

The Association, by virtue of the Laws of the State of Florida and the Documents of the Association may levy the following penalties – individually or together – for any violation(s), provided that the penalty(ies) shall not be excessive.

Penalties may include (but are not necessarily limited to):

- A. Notice of Violation with option to remedy; and/or
- B. Notice of Violation with Fine; and/or
- C. Notice of Violation with stipulation that the Association will repair at Owner's Cost via an individual Special Assessment; and/or
- D. Towing of any vehicle(s) in violation; and/or
- E. Order of No Trespass to any non-resident(s); and/or
- F. Revocation of Owner's right to vote (in accordance with Florida Statutes); and/or
- G. Revocation of Owner's right to use of common elements including (but not necessarily limited to):
 - a. Gate Directory Access
 - b. Pool Area
 - c. Play Area
 - d. Other Area(s) as the Association deems appropriate; and/or
- H. Revocation of other rights indicated in the Documents of the Association;
 - a. (Example: If someone flies a flag with a swastika on it, the Association may issue a Notice of Violation, a Fine, and may rescind that Homeowners' rights to decorate.)
- I. Rescission of a Certificate of Occupancy requiring Residents/Occupants to remove from the Association's Property within seven (7) calendar days' notice; and/or
- J. Other remedies as supported by Law, Caselaw or other rational bases.

SPRINGDALE LAKE D CONDOMINIUM ASSOCIATION, INC.
RULES & REGULATIONS, SECTION 16
APPENDIX "A" — APPEALS PROCESS FOR FINE(S) AND/OR VIOLATION(S)

STEP 1 — REQUEST FOR AN APPEAL

Upon receipt of a Notice of Violation, the **Owner** shall email or deliver notice to the Manager (as listed in **Exhibit "B"** attached herewith) of the intention to appeal the Violation not less than seventy-two (72) hours before the remedy(ies) outlined are required to be carried-out.

STEP 2 — NOTICE OF HEARING

Association will post upon the door to the Premises and email (if applicable) the Owner to advise them of the date, time and location (or how to attend) the Hearing scheduled to address their appeal.

STEP 3 — MEETING / HEARING PROCESS

1. Owner or Attorney therefor will check-in with Manager to establish presence and standing; and
 - a. If the Owner or an Attorney therefor is not present, the meeting will be called to order and STEP 7 (*below*) will result in an automatic finding that remedy must be achieved by the date cited in the NOTICE OF VIOLATION with the number of days for the Appeal Process to be heard. A second request for Appeal will be prohibited unless otherwise allowed by the Board of Directors; and
2. President will call to order; and
3. Quorum of Board (minimum of *three (3) directors required*) will be established in order to continue; (*If three directors are not present, Hearing may be rescheduled. No Violation Appeal may be rescheduled more than two (2) times or the violation is automatically dismissed without prejudice for lack of due process and must be re-noticed starting with a Notice of Violation.*); and
4. Secretary/Manager enters date and time of service of NOTICE OF VIOLATION into the record; and
5. Secretary/Manager enters date and time of service of HEARING NOTICE or MEETING NOTICE into the record; and
6. Board Member or Manager presents the violation(s) and any evidence (*photo(s), video(s), complaint(s), or other evidence*) into the record; and
7. Owner or Attorney therefor is provided not less than three (3) minutes to be heard. The Board President or next officiating officer running the meeting shall cap the amount of time; and
8. Manager shall be allowed to ask any questions of the Owner or their Attorney or present rebuttal evidence to clarify the matter(s) before the Board; and
9. Board shall be allowed to ask any questions of the Owner or their Attorney or present rebuttal evidence to clarify the matter(s) before the Board; and
10. The Board will hold open discussion that can be heard by all relative to the matter and may ask the Manager for clarification(s); and
11. The Board shall vote one (1) of the following ways:
 - a. The Appeal is dismissed and the Violation and Remedy therefore are upheld and a date of compliance is set; or
 - b. The Violation is dismissed and there is no need for the Owner to achieve remedy; or
 - c. The Compliance Date is extended by not more than sixty-two (62) calendar days at which time if remedy isn't achieved, the Association can remedy and apply all cost(s) of remedy in addition to a TEN (10%) PERCENT Administrative Fee to any and all cost(s) to the ledger of the Owner; or
 - d. A Motion specifically adopted with other language by the Board may be adopted provided it does not violate provisions "a" – "c" of this section.
12. The decision will be issued in writing and served upon the door of the Premises and via email (if applicable) to the Owner; and
13. The matter will be adjourned.

NOTE: *Most hearings take less than fifteen (15) minutes to resolve using this method.*

END OF APPENDIX "A"

**SPRINGDALE LAKE D CONDOMINIUM ASSOCIATION, INC.
RULES & REGULATIONS, SECTION 17
APPENDIX "B" — CONTACT INFORMATION**

REQUESTS FOR DOCUMENTS, RECORDS, INFORMATION:

EMAIL MJ@MPGFL.com

U.S. MAIL OR HAND DELIVERY — 2755 E Oakland Park Blvd, STE 200, Fort Lauderdale, FL 33306-1671 during business hours (Monday – Friday from 9:00 a.m. to 5:00 p.m. except for Federal Holidays and the Day after Thanksgiving.

APPLICATION(S) FOR PURCHASE OR TO RENT:

<https://metropolitanpropertygroupfl.managebuilding.com/Resident/apps/rentalapp/>

Email the Manager when the Application(s) has/have been submitted.

LICENSED COMMUNITY & ASSOCIATION MANAGER

Matt Jelinek, CAM
Metropolitan Property Group Florida, LLC
2755 E Oakland Park Blvd, STE 200
Fort Lauderdale, FL 33306-1671
Hours: MON – FRI 10:00 a.m. – 6:00 p.m.

OFFICE: 954-372-1043 ext. 6
DIRECT: 608-843-4648 (*receives text messages*)
EMAIL: MJ@MPGFL.com
WEB: <http://www.MPGFL.com>

MAINTENANCE REQUESTS AND CONCERNS

BUILDIIUM – Log into your owner account and click on “Contact Us”

PHONE – Call 608-843-4648. *Be sure to leave a voicemail with your name, address, phone number, email and the nature of the maintenance request or complaint.*

TEXT — Text to 608-843-4648 ***include***: A) Your name; B) Your Address; C) Your concern. This shall not be used for complaints or considered official delivery of a complaint or concern.

EMAIL US — MJ@MPGFL.com

EMERGENCIES – should be called in via PHONE. Follow instructions above.

COMPLAINTS BY OWNERS (Tenants cannot register complaints)

EMAIL — MJ@MPGFL.com

U.S. MAIL OR HAND DELIVERY — 2755 E Oakland Park Blvd, STE 200, Fort Lauderdale, FL 33306-1671 during business hours (Monday – Friday from 9:00 a.m. to 5:00 p.m. except for Federal Holidays and the Day after Thanksgiving.

THE BOARD OF DIRECTORS

March 2020 – March 2021

<i>President</i>	Scott Sharp	<i>Treasurer</i>	Lynn Johnson
<i>Vice-President</i>	Glen Payne	<i>Director</i>	Nadeem Syed
<i>Secretary</i>	Kim Charlton		

Contact for Board Members may be sent to the Manager

SPRINGDALE LAKE D CONDOMINIUM ASSOCIATION, INC.
RULES & REGULATIONS, SECTION 18
APPENDIX "C" — STATEMENT OF NO PRIOR AGGRESSION AND / OR PRIOR DOG BITE

THIS FORM IS REQUIRED FOR CANINE PET(s), EMOTIONAL SUPPORT ANIMAL(S) AND SERVICE ANIMAL(S)

REFERENCE

APPLICANT NAME(s): _____
PROPERTY ADDRESS: _____, Pompano Beach, Florida 33064 USA

CANINE NAME	LICENSE #	LICENSING AUTHORITY	BREED(s)

This statement must be signed by the Owner of the Sole Proprietorship, Managing Partner of a Partnership, LLC and or a Joint Venture or; in the case of a Corporation by an authorized officer of the Corporation (hereafter Sole Proprietor, Partnership, LLC, Joint Venture or Corporation is referred to as the "Applicant") as well as the "Applicant(s)" of scheduled properties. The signature below confirms that during the life of the Canine and up until the day of: _____:

- ☐ The Applicant(s) has no known aggression or dog bites related to the Canine(s) owned by the Applicant(s); the Applicant(s) has no knowledge of any facts, circumstances or information relating to any incident arising out of the Applicant(s)'s Canine which might result in a claim of liability.
- ☐ The Applicant(s) has known of prior aggression or dog bites related to the Canine(s) owned by the Applicant(s); The Applicant(s) does have knowledge of facts, circumstances or information relating to any incident arising out of the Applicant(s)'s Canine which could have or has caused for a claim of liability.

The Applicant(s) declares that the information contained herein is true accurate and complete and that no facts have been suppressed or omitted. The Applicant(s) understands and acknowledges that the information requested and the representations made and the facts provided by the Applicant(s) in this Declaration are deemed material so in reliance upon the truthfulness and accuracy of the Applicant(s)'s representations. The Applicant(s) understands that any incorrect, false or misleading information provided to the Landlord could result in denial or rescission of residence.

FOR THE APPLICANT(s):

FOR THE ASSOCIATION:

Scott Sharp as President
FOR: Springdale Lake D
Condominium Association, Inc.

SPRINGDALE LAKE D CONDOMINIUM ASSOCIATION, INC.
RULES & REGULATIONS, SECTION 19
APPENDIX "D" — ACKNOWLEDGEMENT AND RECEIPT OF RULES AND REGULATIONS

REFERENCE

OCCUPANT(s):
PROPERTY: , Lauderhill, FL 33359
MOVE-IN DATE: For ☐ Ownership; or ☐ Tenancy until: _____
PHONE NUMBER: () - ☐ Receives text messages
EMAIL ADDRESS:

I (We), _____, the undersigned, do hereby acknowledge receipt of the Rules and Regulations of the Springdale Lake D Condominium Association, Inc. (hereinafter the "Association"). I/We do hereby agree to abide by these Rules and Regulations as set forth herein as well as any modifications thereto that may be posted on the door of the Property and/or delivered to the Owner(s) at their address of service.

Bylaws, Amendment 7 dated October 19, 1984, "Renters and New Owners" Section 2 states:

"The lessee shall abide by the Declaration of Condominium, By-Laws, and Rules and Regulations of SPRINGDALE LAKE "D" CONDOMINIUM ASSOCIATION and SPRINGDALE LAKE MASTER ASSOCIATION. Any violations shall be just cause for termination of the lease by the lessor and failure of the lessor to act, then by the Board of Administration at the expense, including reasonable attorney's fees and costs, of the lessor. The Board also has the power to allow for violations to be corrected when it is found unnecessary to terminate the lease, at the Board's sole discretion. Additionally, the lessor and lessee are jointly and severally liable for any damage to the Association's common property and the lessor and lessee agree to assume such liability."

I further agree to abide by any loss of privileges, pay any fine(s) or fee(s) levied or remove from the Property when instructed to do so after I have exhausted all potential remedy(ies) and appeal(s).

SIGNED on this, the _____ day of _____, 20____ for the OCCUPANT(s):

PRINTED NAME	SIGNATURE	ID TYPE	ID NUMBER

Signed before me did appear the above-named person(s) who acknowledged and signed the Acknowledgement of the Rules and Regulations of the Springdale Lake D Condominium Association, Inc. and produced identification indicated above.

Matt Jelinek, CAM
FOR: Springdale Lake D
Condominium Association, Inc.

SPRINGDALE LAKE D CONDOMINIUM ASSOCIATION, INC.
RULES & REGULATIONS, SECTION 120
APPENDIX "E" — TENANT'S ACKNOWLEDGEMENT OF ASSOCIATION RIGHTS

REFERENCE

OCCUPANT(s): _____
PROPERTY: _____, Lauderhill, FL 33359
MOVE-IN DATE: _____ For ☐ Ownership; or ☐ Tenancy until: _____
PHONE NUMBER: () - ☐ *Receives text messages*
EMAIL ADDRESS: _____

I, _____, the undersigned, do hereby acknowledge that the Springdale Lake D Condominium Association, Inc. may legally take the following action(s):

- Filing of an eviction against me, my landlord or other person(s) in the Property; and
- May make written demand that my rent be paid directly to the Association; and
- May modify Rules and Regulations from time to time for all person(s) residing in the Association and provide update by service to my door no less than thirty (30) calendar days in-advance of the Rules and Regulations taking effect; and
- The Association retains the right(s) to enforce the Documents of the Association including the Declaration, Articles of Incorporation, Bylaws and any Rules and Regulations adopted by the Members including, but not limited to:
 - Imposition of fines; and
 - Imposition of charges for repair(s); and
 - Imposition of fees for replacement remote(s); and
 - Imposition of fees for altering the call box; and
 - Towing of vehicles, trailers, etc; and
- If I receive a notice upon which the owner is copied making demand for any particular remedy, I will do so; and
- I further understand that the Association has Architectural Review requirements requiring the Owner(s) (or Landlord) to apply for any changes to the exterior element(s) of the Association; and
- I further understand and agree that ignorance of the Documents shall not suffice an affirmative defense to any remedy(ies) the Association employs to achieve compliance with its Documents.

FOR THE TENANT(S):

FOR THE ASSOCIATION:

9/2/2020

9/2/2020

FOR: Springdale Lake D
Condominium Association, Inc.

9/2/2020

SPRINGDALE LAKE D CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

APPENDIX “F” — Architectural Standards

DRAFTED:	02 JUL 2020
AMENDED:	06 AUG 2020
LEGAL REVIEW:	17 AUG 2020
ADOPTED:	02 SEP 2020
EFFECTIVE:	10 OCT 2020

PURPOSE

The Rule of Conformity states that a property is at its highest and best use and value when it looks like the properties around it. The purpose of this provision within the Rules & Regulations is to ensure that Owners experience the highest and best value of their property while simultaneously conforming to safety regulations, schemes and protocols that ensure the safest community possible.

THE GOAL is to achieve a clean and uniform appearance to the community. Imagine you're a prospective buyer and you drive through and see rugs, rags and laundry hanging off fences, there's a car with a flat tire, people are parked across the parking lines or in the driveway and everyone has whatever they want on their patios. Would you pay more or less than another property who doesn't have these problems?

1. General Provisions

- a. No hanging of laundry, cloths, rugs or any other items will be tolerated in any part of the Association; and
- b. All area(s) will be kept in a neat and orderly manner free of trash, rubbish, debris, items for storage, wood and other items.
- c. No Wood (e.g. window coverings for hurricanes) may be stored on the property as they are unsightly and attract termites.
- d. Flag Poles may not be installed on the property with the exceptions allowed in Section 3(a)(iii) above; and
- e. Bird Feeders and Baths are not permitted on the property; and
- f. Hoses are not permitted to be stored outside; and
- g. If an Owner wishes to replace mulch, stone, etc. at their own cost, they must submit and Architectural Review Application to the Manager via email or in writing as indicated in **APPENDIX "B" — Contact Information**; and
- h. Security Signs are permitted in windows so long as they are smaller than 6" by 4" and on posts that do not go more than six (6") inches into the ground and may not be larger than 8" wide by 8" tall. If security signs are on posts, they must be immediately adjacent to the door or placed in a small pot (that will count as one of the three items outlined in Section 11 above) immediately adjacent to the door; and
- i. Painting of any Exterior Element is PROHIBITED without written authorization from the Association except for the insides of Rear Patio Enclosures provided that the Unit Owner paints the sides of the building the same color; and
- j. **ANY ELEMENT HEREIN THAT REQUIRES A PERMIT SHALL REQUIRE THE UNIT OWNER TO HAVE THE PERMIT IN-HAND AT THE TIME WORK IS STARTED TO AVOID HAVING THE PROJECT RED-TAGGED TO STOP WORK FOR PERFORMANCE OF WORK WITHOUT A PERMIT;** and

2. Doors

- a. **ANY CHANGE(s) TO ANY DOORS REQUIRES THE WRITTEN CONSENT OF THE ASSOCIATION;** and
- b. Must be kept in working order with at least one (1) working lock; and
- c. Must be kept clean in appearance; and
- d. Owner shall be responsible for painting when wear-and-tear is excessive and may request paint color from the Manager as indicated in APPENDIX "B" — Contact Information; and
- e. Owner shall be responsible for painting following a change and may request paint color from the Manager as indicated in APPENDIX "B" — Contact Information; and
- f. Must have the same design as those doors present throughout the Association; and
- g. Must be compliant in all aspects of the current iteration of Florida Building Code Standards at the time of the change; and
- h. May only be installed **AFTER:**
 - i. Written approval by the Association has been granted; and
 - ii. A permit has been issued by the proper governmental authority(ies); and
- i. Door knobs shall be the same color as those on the door at time of removal; and
- j. Installation of screen doors require the written authorization of the Board of Directors prior to being installed.

3. Windows

- a. **ANY CHANGE(s) TO ANY WINDOWS REQUIRES THE WRITTEN CONSENT OF THE ASSOCIATION;** and
- b. Must be kept in working order; and
- c. Must be kept clean in appearance; and
- d. Must match the prevailing architectural or aesthetic appearance of the majority present in the Association as determined by the Board of Directors through written approval; and
- e. Must be compliant in all aspects of the current iteration of Florida Building Code Standards at the time of the change; and
- f. May only be installed **AFTER:**
 - i. Written approval by the Association has been granted; and
 - ii. A permit has been issued by the proper governmental authority(ies); and
- g. Tinting of windows is prohibited; and
- h. All windows must have screens whose trim and color matches that of the window frame.

4. Exterior Surfaces

- a. NO ITEM(s) MAY BE AFFIXED TO THE EXTERIOR OF ANY WALL, DOOR, WINDOW, ROOF, RAIN GUTTER, DOWNSPOUT, FASCIA, FLASHING, NOR ANY OTHER PORTION OF THE EXTERIOR (INCLUDING CAMERAS, SATELLITE DISH(es), CABLES OR CORDS, ETC.) WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ASSOCIATION; and
 - i. Exception: An electronic video door bell not exceeding a size of 4" wide by 6" tall by 2" from front-to-back may be installed using caulk, double-sided outdoor tape, or any non-penetrating method provided that the item may be removed and the Owner acknowledges that any damage(s) caused by adhesives will require them to make repair within seven (7) calendar days of removal or the payment to the Association via a charge on their ledger to make repair.
 - ii. Any items in these areas may be removed without any warning as the Exterior Surfaces are the property of the Association; and
 - iii. **Exception:** Florida Statutes [§718.113\(4\)](#)^A — *See language of the Statute*
 - 1. Any U.S. Flag displayed in any window shall not exceed the size of the window in which it is displayed; and
 - 2. Any mounting bracket shall be attached in the wood fascia of the exterior decorative "header board" centered with the door of the unit. The bracket must be dark brown or black. The bracket may be left attached to the fascia header; and
 - 3. Other flags may be affixed not to exceed the width of the door (18" in either direction of where the U.S. Flag would be installed) and installation must meet [U.S. Flag Code](#)^B.

5. Interior Alteration(s) Affecting the Exterior Visual of the Property

- a. No item(s) may be placed inside windows or doors that would substantially alter the exterior visual aesthetic of the building except for Holiday Decorations. This provision shall include tape, flags and all other materials, items, lights, light sources, mirrors, window adhesive(s), window covering(s), etc.
- b. No reflective adhesive(s) or covering(s) shall be allowed without the prior written authorization of the Association; and
- c. No sign(s), advertisements, etc. shall be posted in such a manner as they are visible from the outside; and
- d. One (1) window sticker not to exceed the size of 4" x 6" may be placed in any window unless it is objectionable to TEN (10%) PERCENT of the Owner(s) of the Association or is considered to be hate speech; and
- e. Three (3) decorative hangings, such as sun catchers, may be hung inside any patio door so long as they are not larger than 4" x 6" in size and are not offensive to TEN (10%) PERCENT of the Owner(s) of the Association or are considered to be hate speech; and
- f. **Window Coverings** other than proper blinds, curtains or window treatments are PROHIBITED.

^A http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0718/Sections/0718.113.html

^B <https://uscode.house.gov/view.xhtml?path=/prelim@title4/chapter1&edition=prelim>

6. Exterior Sign(s)

- a. Exterior signs or postings, placards or decorations with exception for Holiday Decorations described as herein are prohibited including political signs; and

7. Holiday Decorations

- a. Permitted thirty (30) calendar days before and after the specified Holiday; and
 - i. (EXAMPLE: Halloween Decorations may be up from 30 SEP – 30 NOV); and
- b. Restrictions — May not obstruct with neighboring spaces and pedestrian or vehicle traffic; and
- c. Sound — Must not make noise between the hours of 9:00 p.m. and 9:00 a.m.; and
- d. Permitted Decorations — Lights, fixtures, decorations, signs, seasonal music up to 65DB; and
- e. Light Bulb replacement (multi-colored) permitted during time frame permitted above;

8. Satellite Dishes

- a. Requires the individual to get written authorization from the Association indicating where they must be placed; and
- b. May not be attached to the building or any element attached thereto; and
- c. Cords must be buried in such a manner as to not create a landscaping, trip or fall hazard; and
- d. Dish and all wiring & cables therefor are the responsibility of the Unit Owner and **not** the Association.

9. Exterior Cameras / Smart Door Bells

- a. Colors permitted: Dark Brown or Black; and
- b. Wires: Must be completed concealed and safe; and
- c. Security Lights: One (1) security light mounted inside the decorative fascia board (so it cannot be seen from the street) is permitted provided that it is motion-activated only and does not stay on more than five (5) minutes. Such light(s) must not cast a bright light into or towards another unit and may only be installed within the width of the door frame and cannot shine out at the street or driveway.
- d. Smart Door Bells may be installed, but must be smaller than 4" wide x 6" tall by 2" deep and cannot have any wires visible and

10. Patio Furniture

- a. Color: No Restrictions; and
- b. Size: Must fit on back patio; and
- c. Location: Must fit on back patio; No furniture is permitted on the front area of the Unit; and
- d. Temporary: For events that will not last more than twelve (12) hours is permitted; Items must be removed **within** 24 hours thereafter; and
- e. Temporary Furniture cannot be up longer than a total of forty-eight hours in any thirty (30) calendar day period; and

11. Rear Patio Decorations and Plants

- a. Permissible Items: Grills, Flower pots, site furniture; and
- b. Other decorations may be submitted for approval through Architectural Review Application (attached herewith); and
- c. Restrictions: Must fit on designated Patio Area; **Cannot** be left on lawn;
 - i. Utilizing the lawn during gatherings is allowed, but all items **must** be removed within twenty-four hours following the end of the event; and
 - ii. The patio may **NOT** be used for storage unless items are stored in an outside storage container of a size not to exceed nine (9') feet tall by five (5') feet wide by twenty (20") inches deep; and
 - iii. The amount of items shall be as follows:
 1. No more than three (3) pots of a 3 U.S. Gallon Size or smaller; and
 2. No more than four (4) patio chairs; and
 3. No more than one (1) patio table as follows:
 - a. If rectangular, must be smaller than five (5') feet long by four (4') feet wide; OR
 - b. If circular, smaller than five (5') feet in diameter; OR
 - c. If square, smaller than five (5') feet by five (5') feet; and
 - iv. No wall hangings or art may be placed on fences; and

12. Rear Patio Enclosure(s)

- a. Rear Patio Enclosures (e.g. screened porches) **MUST** be approved by the Association in-writing; and
- b. Will require permit approval from the local governmental authority responsible with issuing such permits; and
- c. Must be building to the current iteration of Florida Building Code at the time of installation; and
- d. Must be of a color that is ANTIQUE BRONZE or DARK BROWN that matches the trim of the building; and
- e. CANNOT exceed the size of the poured patio slab; and
- f. Must be cleaned as needed; and
- g. The Restrictions in Item 10(c) (*above*) apply to Rear Patio Enclosure(s); and
- h. The roof of the enclosure must be approved; and
- i. Any enclosure(s) not meeting these requirements are in violation of the Declaration of the Association and, likely, in violation of current Florida Building Codes and will be cited as being in violation; and
- j. **ANY INSTALLATION OF A REAR PATIO ENCLOSURE – WHETHER AUTHORIZED AND PERMITTED OR NOT – WILL REQUIRE THE UNIT OWNER TO MAINTAIN THE INTERIOR AREA(s) OF THE ENCLOSURE INCLUDING, BUT NOT LIMITED TO STRUCTURAL ELEMENTS PURSUANT TO THE DECLARATION OF THE ASSOCIATION;** and

13. Front Patio Decorations and Plants

14. Limited to three (3) of the following item(s):

- i. Wreaths (doors or wall) and seasonal only; and
- ii. Wall Art / Hangings that are smaller than 18"wide by 24" tall; and
- iii. Potted Plants of not greater than 3 U.S. Gallons; and
- iv. Wind Chimes: Are not permitted.

15. Landscaping

- a. No plants may be planted in the soil in any part of the Association; and
- b. No planters, pots or vases may be planted or placed on the ground outside of Rear Patio Enclosures or inside entryways or around doorways. You **MUST** place planters, posts, etc. on cement or walkways or the patio of the property.
- c. Decorations between the privacy shadowbox fence of the front area and the parking areas are **STRICTLY PROHIBITED**; and

16. HURRICANE SHUTTERS

- a. Must be approved by the Association in writing; and
- b. Require a Permit from the local governing body responsible for issuance of permits of this nature; and
- c. Must be a DARK BROWN in color that will match the trim on the buildings; and
- d. Must be in an open position or taken down seven (7) calendar days following any state of emergency issued by Broward County, Florida for a Hurricane; and
- e. Must be maintained, repaired and in good working order by the UNIT OWNER; and
- f. May be of an accordion style; and

17. NOTICES OF VIOLATION

- a. Any violation(s) of these Rules and Regulations will result in the posting of a **NOTICE OF VIOLATION** on the door of the offending Unit.

END OF APPENDIX "F" — ARCHITECTURAL STANDARDS