## P.L.T.H., Inc.

## Rules and Regulations

Version 2.1 September 23, 2010

## Rules and Regulations Amendment Record

Version 2.1 September 23, 2010 Amendment Record

## **Amendment Record**

This table will summarize and state the reason for the amendment. Amendments and new versions of the **Rules and Regulations** will supersede all previous amendments and versions. For example, the first amendment when approved will be Version 1.1.

Version Amendment	Effective Date	Beginning Page	Section Changed
1.0	March 15, 2005	All (amended version)	Update previous Rules and Regulations for distribution to all Unit Owners.
1.1	November 1, 2005	6	Management Company
1.2	May 1, 2006	29	Selling Your Unit
1.3	June 1, 2006	6	Management Company
2.0	January 1, 2007	Cover/Headers 8 16 28 30 32 34	New logo Guiding Principals Structures and Surfaces Fees and Expenses Selling Your Unit Renting or Leasing Your Unit Sharing Your Unit
2.1	September 23, 2010	32	Renting or Leasing Your Unit

## Rules and Regulations Table of Contents

Version 2.1 September 23, 2010 Section 1 – Introduction

Introduction	1
Glossary of Terms	2
Message to Unit Owners	4
About Condominiums	
Benefits of a Condominium	4
Compromises	
About PLTH	
History	
Governance	
Board of Directors	5
Committees	
Management Company	
Governing Documents	6
About the Rules and Regulations	
Objectives	7
Scope	7
Guiding Principles	8
Amendments	8
Retroactive Enforcement	8
Rights and Obligations	9
Consistency, Balance and Harmony	9
Responsibility for Compliance	
Section 2 Architecture and Grounds	10
Maintenance	
Responsibilities at a Glance	
General Maintenance Guidelines	
Pest Control	12
Emergency Maintenance	13
Unit Elements	
Unit Interior	13
Contents	13
Structure and Surfaces	14
Fixtures and Appliances	14
Windows	
Window Treatments	
Doors	
Utilities	15
Unit Exterior	16
Appearance	16
Structure and Surfaces	
Fixtures	
Utilities	
Balconies, Porches and Patios	
Garages	19
Holiday Exceptions	

## Rules and Regulations Table of Contents

Version 2.1 September 23, 2010 ii	
Common Elements	20
Lakefront and Courtyards	20
Swimming Pool	20
Landscaping	21
Association-placed Landscaping	21
Occupant-placed Landscaping	
Parking Areas	
Personal Vehicles	22
Commercial Vehicles	23
Boats	24
Waste Disposal	24
Alterations	25
Examples of Alterations	25
Application for Alteration	26
Section 3 – Living at PLTH	27
Fees and Expenses	
Association Fees	
Utilities	
Association	
Unit Owner	
Insurance and Taxes	
Association	
Unit Owner	
Occupant Privacy and Respect	
Entertaining	29
Communication Devices and Equipment	29
Solicitation	
Signage	
Garage and Yard Sales	
Pets	
Selling Your Unit	30
Signage	
ApplicationCompliance With Governing Documents	ا د عد
	.32
Guidelines	
Signage	
Application	
Compliance With Governing Documents	
Sharing Your Unit	34
Guidelines	
Short-term Guests	34

## Rules and Regulations Table of Contents

Version 2.1 September 23, 2010 iii	
Signage	34
Application	34
Compliance With Governing Documents	34
Using Your Unit as a Home Office	34
Violation Notices, Disputes and Resolution	35
Notices	35
Disputes	35
Resolution	35
Section 4 – Sources of Additional Information	37
PLTH Covenants and Restrictions	38
State of Florida	39
Orange County	40
City of Maitland	40
Other Reference	40
Version 2.1 September 23, 2010 1	

#### Section 1 – Introduction

This section provides an overview of PLTH for new Occupants as well as an update for current Occupants

#### Rules and Regulations Introduction

Version 2.1 September 23, 2010 2

Glossary of Terms: These terms will appear throughout the **Rules and Regulations**, **PLTH** applications other official **PLTH** documents. The terms will be in **Capitalized**, **Bold Text**. Please refer to the following definitions when they appear to assure clarity and understanding. No other definition or interpretation of the term will be applicable.

#### **Term Definition**

Alteration - Any Maintenance to the Common Elements architecture or grounds of PLTH that differs from the original scheme and design. This includes any intrusion or change to the external structure of a **Unit** or to any supporting element of the interior of the **Unit**. It also includes any change to the appearance of the exterior or interior of the **Unit** that is visible.

**Association -** Collectively the **Board of Directors** and **Unit Owners.** Individual **Unit Owners** may not act independently on behalf of the entire **Association.** 

**Board of Directors (orAdministration)** and **Board Unit Owners** and others who are elected annually by the **Unit Owners** at the regularly scheduled annual **Association** meeting. Individual **Board** members may not act independently on behalf of the entire **Board**.

**Committee** Adjunct **Association** groups appointed and defined by the **Board** with a designated chair and specific goals that contribute to identifying and carrying out the overall goals of **PLTH.** 

**Common Elements -** The portion of **PLTH** that is jointly owned by all of the **Association** and includes grounds and any exterior architecture and fixtures that are not located within the boundaries of the individual **Units** as defined in the **Governing Documents**.

**Condominium** - Collectively refers to the **Unit**, the **Common Element**s and the **Association**. A **Condominium** is not the individual **Unit** that is owned or occupied and it is not the entity which has a **Board of Directors**.

**Contractor** (includes **Sub Contractor**) - Any competent, professional and licensed individual or company that provides products and services for **Maintenance** of the **Unit** or the **Common Elements**. A **Sub Contractor** is someone that provides part of the product or service under a master agreement with the **Contractor**.

**Governing Documents -** Collectively, the **PLTH** Covenants and Restrictions (Declaration of Condominium, Articles of Incorporation, By-Laws) and these **Rules and Regulations** (including attachments and amendments to each).

Guest Person(s) with no legal agreement to visit or temporarily reside at PLTH.

**Laws (or Law) -** USA Federal, Florida State, Orange County (Florida) and Maitland, Florida City statutes and ordinances. May refer to an individual governing body, some or all.

#### Rules and Regulations Introduction Version 2.1 September 23, 2010 3

#### **Term Definition**

**Maintenance** and **Maintain** - The addition, removal, movement, replacement, repair, resurfacing, intrusion, construction or painting of any element of the **PLTH** architecture. Any addition, removal, movement, replacement, mowing, trimming and irrigation of the grounds or landscaping of **PLTH**. This may apply to **Unit Owner** or **Association** as identified within the context of a specific provision of the **Governing Documents**.

**Management Company -** The professional third party to **PLTH** that manages the day-to-day affairs Of the **Association** such as the collection of monthly dues, reporting and resolving **Violation**s and ordering **Maintenance** for the **Association**.

**Occupant -** Collectively, anyone who visits or resides in the **Unit** with the **Unit Owner's** permission including the **Unit Owner**, the **Unit Owner's** family, domestic partners, roommates, or other person sharing the **Unit, Guests, Tenants** and **Servants**.

**Pet** - Traditional domestic animals (dogs and cats) and reasonable aquarium life that are owned by an **Occupant**.

**PLTH** - For the purposes of these **Governing Documents, PLTH** means P.L.T.H. Inc., Federal Employer's Identification (FEI) 591497279.

Rules and Regulations - Guidelines to responsibilities, activities at and use of PLTH Occupants.

**Servant -** A person who legally provides traditional domestic services to the **Unit Owner** for compensation and may or may not reside in the **Unit**.

**Tenant** Anyone who has a legal, **PLTH**-approved lease or rental agreement.

**Unit -** The portion of **PLTH** which **Unit Owners** primarily own and which includes architecture and fixtures located within the boundaries of the individual **Unit** as defined in the **Governing Documents**.

Unit Owner The person(s) specifically identified on the deed of trust.

**Vehicle -** Traditional, automobiles, trucks and sports utility vehicles (SUV) that are owned or leased by or in the rightful possession of the **Occupants**.

**Violation -** Any infraction of a specific provision of a **Governing Document** or **Laws** and any other infraction that is not in keeping with the consistency and quality **PLTH** as a whole.

**Note: Unit Owners** have certain rights as **Association** members. Those **Unit Owner** rights do not automatically apply to a non-**Unit Owner** by virtue of residency at **PLTH**. When the term **Unit Owner** is seen, it applies to only the **Unit Owner**. The term **Occupant** applies to anyone visiting or residing at **PLTH**. Likewise, a **Unit Owner** who does not reside at **PLTH** may not have all the rights if stated in **Rules and Regulations**.

Version 2.1 September 23, 2010 4

## Message to Unit Owners

On behalf of the P.L.T.H., Inc. (**PLTH**), the **Board of Directors** wishes to thank current **Unit Owners** for their continued support and input. We would also like to welcome new **Unit Owners.** We all look forward to meeting and welcoming any new neighbors in person.

Like all of you, we on the **Board** take great pride in **PLTH** and have developed these **Rules and Regulations** in an effort to continue to create and enhance a pleasant community that will enable a high quality of life for all to enjoy at **PLTH**.

## **About Condominiums**

## **Condominium Concept**

The **Board** would like to apprise prospective **Occupants** that they have chosen to live in a **Condominium** with **Governing Documents** and **Laws**. If the preference is for a residence with few or no restrictions as to what may or may not be done to that residence, then a **Condominium** with restrictions may not be the best choice. Please consider carefully before deciding to purchase, lease or rent or otherwise occupy a **Unit** in **PLTH**. Please refer to Section 5 of the **Rules and Regulations** for state of Florida provided information on **Condominium** living.

**Condominium** life requires that you live in close proximity to your neighbors, abide by restrictions on the use of your **Unit** and **Common Elements**, and that **Unit Owners** be personally involved in the operation of the **Association**. In order to protect your investment and interests, it is important to understand the **Governing Documents** and **Laws**, attend meetings and serve on **Committees** to keep informed and participate in the operation of **PLTH**.

#### Benefits of a Condominium

The benefits of **Condominium** living are many, including an economical solution to constantly rising land values, building costs, major **Maintenance** expenses and an opportunity to enjoy commonly owned recreational and other facilities that might otherwise be unaffordable. Benefits also include a concept of community stability and provide an organization with central responsibility for efficient and quality management of the community.

## **Compromises**

Along with the benefits of **Condominium** living, however, there are also compromises and adaptations which must be made. Each **Occupant** gives up a certain degree of freedom which otherwise might be enjoyed in a separate single dwelling. The **Common Elements** of the **Condominium** are jointly-owned by the **Association** which includes all **Unit Owners.** They are to be reasonably shared and enjoyed by all. While there is great deal of freedom to express individual personalities and lifestyles within the **Unit**, there are certain necessary restrictions for the **Unit**.

Version 2.1 September 23, 2010 5

The concessions and compromises of **Condominium** living have been succinctly described by Florida's Fourth District Court of Appeal in the following paraphrased passage:

"Unit Owners may justly consider their homes their castles and themselves as the monarch thereof; nonetheless their sovereign fiat to use their property as they please must yield, at least in degree, where ownership is in common or cooperation with others..."

## About PLTH

#### **History**

**PLTH** was incorporated as a corporation not for profit in 1971. **PLTH** commences at Lake Avenue and ends at Park Lake Circle and divided by Grove Street, which is a City of Maitland city street. Since then other phases have been added and we are now a prime residential area in the growing and prosperous Maitland and Winter Park area. Many **Unit Owners** have been here since the initial development and have welcomed others over the years and are welcoming new **Unit Owners** at a rapid rate. As a result, **PLTH** home values have increased significantly over the last few years and that is something we all wish to help continue and enjoy and it is yet another advantage of being a **Unit Owner** in **PLTH**.

Today, the area is collectively referred to and identified at the entrance as "Park Lake Townhouses". This term identifies the general multi-phase residential area however, it is not a single, consolidated legal entity. It is a residential area comprised of five separate and independent communities. Each community has its own unique, legal name with separate governances. Therefore please consult the **PLTH Board** or **Management Company** with any questions and concerns as the **Governing Documents** may vary from other communities.

Although **PLTH** was one of the first development phases and informally referred to as Park Lake Townhouses and/or "Phase 1" those terms are not parts of the **PLTH** legal name.

#### Governance

#### **Board of Directors**

The **PLTH** fiscal year is from January 1, to December 31 of each year. **PLTH** is governed by a **Board of Directors** which is elected by the **Unit Owners** each year at an annual meeting. The officers of the **Board** are **then** elected by the new **Board**. Any **Unit Owner** may run for **Board** election.

Scheduled **PLTH Board** meetings are currently held monthly. Other **Board** meetings may be called from time to time to address specific initiatives. We welcome the attendance and participation of all interested **Unit Owners** at any open **Board** meeting.

Version 2.1 September 23, 2010 6

The meeting times and locations will be posted each month at the **PLTH** swimming pool or other location as designated and advised to **Unit Owners**.

If a **Unit Owner** has a specific issue to address, they may notify the **Board** and be placed on the agenda. Time is limited at **Board** meetings and there is usually a full agenda. If the issue you wish to address requires extensive discussion, the **Board** will be happy to try to arrange an alternate mutually suitable venue. Please submit the issue in writing in advance of the **Board** meeting to expedite resolution.

#### **Committees**

The **Board** may appoint permanent or temporary **Committees** to carry out the business of **PLTH**. These **Committees** may range from architecture to landscaping to community relations and business affairs. **PLTH** welcomes all **Unit Owners** to contribute their ideas and talents to making **PLTH** a community of choice for current and prospective **Unit Owners**. Any **Unit Owner** may volunteer to be on a **Committee**. We welcome the attendance and active participation of all interested **Unit Owners** at any open **Committee** meeting.

**Committees** are also governed by the **Governing Documents** and can be very effective in making a positive difference at **PLTH**. Please join us on a **Committee** to make **PLTH** a better community.

All **Board** and **Committee** meetings are conducted with Robert Rules or Order as the meeting management format as required by the **Governing Documents**.

#### Management Company

The **Management Company** oversees the day-to-day activities of **PLTH** including the collection of **Association** fees, ordering **Maintenance** and monitoring **Violations**. The **Management Company** should be the first point of contact for any **PLTH** matter. The contact for the **PLTH Management Company** and Registered Agent is:

Don Asher and Associates, Inc.

1801 Cook Avenue Orlando, Florida 32801 Phone: 407-425-4561 Fax: 407-843-5169

#### **Governing Documents**

As a **Condominium Association** and as a not for profit corporation, **PLTH Governing Documents** are comprised of original documents and necessary amendments over time.

The <b>Governing Documents</b> are: □ <b>Rules and Regulations</b>
☐ Declaration of Condominium
☐ Articles of Incorporation
□ By-Laws

Version 2.1 September 23, 2010 7

There is no charge to provide copies of the **Governing Documents** to **Unit Owners** via the **PLTH** Web Site at <a href="http://www.neighborhoodlink.com/maitland/parklake">http://www.neighborhoodlink.com/maitland/parklake</a> . In addition, both a printed copy of all **Governing Documents** are available for **Unit Owner** pickup at the **Management Office** for a nominal fee. You will need Adobe® Reader® 1 to access the documents. You can download Adobe Reader from the Web Site at no charge. Any other **Occupant** should contact the **Unit Owner** for copies of the **Governing Documents**.

**PLTH** and **Occupants** are also bound by **Laws** even though they may not all be specifically stated in the **Governing Documents**. There is some excellent information on <a href="https://www.MyFlorida.com">www.MyFlorida.com</a> under the Department of Business and Professional Regulation (DBPR) section about **Condominium** living and your rights and responsibilities as a **Unit Owner. Occupants** are urged to keep abreast of these **Laws**. Please refer to Section 5 of the **Rules and Regulations** for more information.

# About the Rules and Regulations *Objectives*

The **Rules and Regulations** are drawn from the available sources identified in Section 5 of the **Rules and Regulations**. Great care has been given to clearly and fairly outline significant activities and use of **PLTH** that are and are not permitted.

The goal of the **Rules and Regulations** is to further bring consistency, balance, quality and harmony to **PLTH.** The objective of these **Rules and Regulations** is to allow **Unit Owners** to create an environment that reflects individuality while complying with all of the **Governing Documents** and **Laws** by which we are all bound. Some provisions are firm while some have room for reasonable interpretation.

It is not possible to list in these **Rules and Regulations** every conceivable detail of the **Governing Documents** and **Laws** relative to what can and cannot be done, therefore the objective of the **Rules and Regulations** is to provide guidelines and outline the most commonly addressed issues. In essence, the **Board** may ask for correction of any condition that in its judgement jeopardizes **PLTH** architecture and grounds is hazardous, unlawful, unsightly, unsanitary, offensive, neglected and in general not in keeping with the overall consistency at **PLTH**.

## Scope

Other than the **Rules and Regulations** and appointing **Committees**, the **Board** has little flexibility while complying with the **Governing Documents**. However, the **Board** is eager to work with **Unit Owners**, where it does have flexibility, to accommodate reasonable requests which enhance the living experience at **PLTH** while maintaining overall consistency.

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**Version 2.1 September 23, 2010 8** 

It is the responsibility of each **Occupant** to read and understand the **Governing Documents** and **Laws.** Avowing "no knowledge" or "misunderstanding" of a provision of the **Governing Documents** or **Laws** will not absolve the **Occupant** (ultimately the **Unit Owner**) of responsibility for compliance. The best guidance is to seek **Board** counsel and approval before planning activities in or making changes to **PLTH. Note:** Every effort has been made to ensure that the **Rules and Regulations** are accurate and comprehensive. Should recorded covenants and restrictions or **Laws** be amended, interpretation change, an error or omission be discovered or an interpretation vary between documents, the recorded covenants and restrictions or **Laws** will prevail.

## **Guiding Principles**

The **Board** has managed the **Association** funds prudently and as a result has been able to make drastic improvement at **PLTH**. In order to protect the investment of all **Unit Owners, Violations** will be aggressively monitored and corrected moving forward. Please take pride in your community and take measures that will enhance the beautification of **PLTH**.

In assessing a **Violation**, the intent of the guiding principles will used, whether or not expressly stated in the **Rules and Regulations** and as prudently interpreted by the **Board** and its legal counsel when in the best interest of **PLTH**.

The general guiding principles that will underlie all evaluations of Violations are:

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#### **Amendments**

As provided in the **PLTH** By-Laws, **Rules and Regulations** may be amended by the **Board**. **Unit Owners** will be notified as soon as reasonably possible to share with other **Occupants** in their **Unit**. Minor amendments will be sent with as a regular newsletter. **Rules and Regulations** will be completely revised and distributed as required.

#### Retroactive Enforcement

These new **Rules and Regulations** supersede all previous versions of **Rules and Regulations**, which may have been distributed in the past. While **Rules and Regulations** may change from time to time, no prior changes are automatically or permanently "grandfathered" (meaning automatically accepted because they pre-exist a revision to the **Rules and Regulations**).

Version 2.1 September 23, 2010 9

Some of the pre-existing situations are long-standing and may require some time and in some cases, expense to the **Unit Owner** to change. Therefore, the **Board** will work with **Unit Owners** on case-by-case basis upon written request from the **Unit Owner** to the **Board** to resolve the situation as equitably as possible in a timely manner.

## Rights and Obligations

#### Consistency, Balance and Harmony

The **Board** continually faces the responsibility of striking the delicate balance between individual wishes of **Occupants** and preserving a consistent scheme and balance for the benefit of the **Association.** While the **Board** will endeavor to entertain good ideas, comments, requests and valid complaints from anyone residing at PLTH, it must be recognized that the primary (and legal) relationship, responsibilities, rights and obligations are between the **Association** and the actual **Unit Owners**. Therefore **Unit Owner** rights or **Association** obligations may not automatically apply to non-Unit Owners by virtue of residing at PLTH. To non-Unit Owners, Thank you for understanding that the **Unit Owners** are our prime consideration. Please address any issues to the Unit Owner who is welcome to present them at any open Board meeting. Note: In addition to the PLTH Rules and Regulations, Unit Owners may have more restrictive rules of conduct for any Occupant or Contractor in the Unit. Therefore, the more restrictive Unit Owner rules will prevail. The Rules and Regulations do not give permission for a non-Unit owning Occupant do something or conduct themselves in a manner of which the **Unit Owner** does not approve. If you do not own the **Unit** in which you reside (such as Guest, Tenant or other), please check with the Unit Owner for more restrictive use of the Unit.

#### Responsibility for Compliance

Regardless of the nature of the relationship between the **Unit Owner** and any other **Occupant** associated with the **Unit Owner**, the **Unit Owner** will be responsible for ensuring compliance with the **Governing Documents** for all **Occupants** in their **Units**. **Violation** notices will officially be sent to the **Unit Owner** and enforcement action will be addressed to the **Unit Owner** whether or not the **Unit Owner** has any knowledge of the **Violation**. Nothing should be done to the **Unit** without the permission of the **Unit Owner** and in turn **Board** approval when required. **Version 2.0 October 15, 2006 10** 

#### Section 2 – Architecture and Grounds

This section will outline the Rules and Regulations for anything that affects the architecture and grounds of the Common Elements and Units Rules and Regulations Architecture and Grounds
Version 2.1 September 23, 2010 11

#### Maintenance

#### Responsibilities at a Glance

The following table summarizes the high-level responsibilities of the **Association** and the **Unit Owner** should **Maintenance** be required. Detailed responsibilities can be found later in the **Rules and Regulations.** 

Any items that require **Maintenance** and are listed as a **Unit Owner**'s responsibility may be brought before the **Board** for review and determination of the **Maintenance** responsibility. To be brought before the **Board**, a description of the repair should be submitted in writing to either the Architecture **Committee** or the Grounds **Committee**. **Association Unit Owner** 

#### Structure

Exterior structure and surfaces and interior support structure
Interior surfaces (except supporting structure) and coverings, windows, interior, garage and entry doors and leak prevention
Balcony and porch surfaces, balcony railing and patio fences, posts and gates
Patio and balcony screened enclosures
Garage supporting structure and surfaces Garage enclosures
Roofs, flashings and shingles Insulation and interior damage from roof leaks
Exterior structure painting Interior painting and exterior touch up

#### Fixtures and Appliances

Mailboxes, **Unit** numbers, light fixtures on garage (security light), porch and balcony exteriors, Garage interior and patio light fixtures and bulbs in the exterior areas of the **Unit** (except garage), Rain gutters Roof ventilators and fans installed after initial construction of the **Unit**. Electrical power, wiring and fixtures in the **Common Elements** and that bring utilities up to the **Unit**. Electrical power, wiring, cable and fixtures for the **Unit**. Fixtures and appliances in the **Common**. **Elements** including pool Interior and exterior personal fixtures and appliances (including the entire airconditioning system). Waste disposal, water, plumbing and sewage in the **Common Elements** up to the **Unit**. Delivery to waste containers, water, plumbing and sewage in the interior of the **Unit** 

#### Landscaping

All **Association**-placed landscaping and lawn care and irrigation system **Occupant**-placed plants or landscaping

#### General Maintenance Guidelines

As outlined above, the **Association** is responsible for the **Maintenance** of the exterior architecture and grounds and related fixtures and equipment in the **Common Elements** including the lakefront, the courtyard, the swimming pool and the parking areas. The **Association** is also responsible for the **Maintenance** of certain interior **Unit** elements as outlined later in this section.

**Note:** Lake Avenue and Grove Street in **PLTH** are the responsibility of the City of Maitland including signage and lights.

Any required **Maintenance** to the **Common Elements** or **Unit** that is the responsibility of the **Association**, should be reported to the **Management Company** immediately. **Occupants** may not **Alter** or **Maintain** or engage a **Contractor** to **Alter** or **Maintain**, any of the **Common Elements** or **Unit** elements that are the responsibility of the **Association**.

While the **Association** is responsible for **Maintenance** to the elements identified above, it is not responsible for any consequential interior damage such as roof leak interior damage or other expense, such as loss of pay or non-refundable travel expenses caused by **Maintenance**. It is the **Unit Owner**'s responsibility to maintain separate, comprehensive **Unit Owner** or other insurance at the **Unit Owner**'s expense. When **Maintenance** is contracted by the **Association** on behalf of the **PLTH** (whether for a **Unit** or the **Common Elements**), **Occupants** may not attempt to direct, supervise, impede or in any manner to assert control over any **Contractor** without **Board** approval.

In addition, while the **Association** is responsible for **Maintenance** of certain **Unit** elements, the **Unit Owner** will be held liable for any damage to elements for which the **Association** is responsible if caused by **Occupants** and/or **Contractors** retained directly by the **Unit Owner** for the following reasons:

directly by the <b>Unit Owner</b> for the following reasons:
□□ Ignoring or misinterpreting the <b>Governing Documents</b>
□□ Failure to obtain <b>Board</b> approval
□□ Negligent, wilful or accidental destruction
By Law, the Association has the right of entry to Units for Maintenance with
reasonable notice.

#### Pest Control

The **Association** has a contract with a pest control company. Inspections are performed periodically. These inspections may require entry to the **Unit**. Pests and pest damage inside the **Unit** are the responsibility of the **Unit Owner**. Pests and damage to the **Unit** exterior and interior structural support elements are the responsibility of the **Association**.

If there is evidence of pest infestation or damage to elements for which the **Unit Owner** is responsible, that might spread to the structure and other **Units**, the **Association** has the right to have them corrected at the **Unit Owner's** expense.

## Rules and Regulations Architecture and Grounds

Version 2.1 September 23, 2010 13

#### **Emergency Maintenance**

In the case of emergency **Maintenance** of **Unit** elements for which the **Association** is responsible, contact the **Management Company**. A representative will contact you as soon as reasonably possible to address the emergency. If you are unable to contact the **Management Company** in a timely manner and you believe emergency attention is required, please call a **Contractor** and notify the **Management Company** immediately. If all **Governing Documents** and guidelines were met and a **Contractor** was used and it is determined that the **Maintenance** was an **Association** responsibility, the actual and reasonable **Maintenance** expense will be reimbursed.

Wood, plywood, cardboard, sheets, foil, plywood, paper or any other non-conventional materials are not be permitted anywhere on the exterior of the **Unit** unless for temporary protection. Protection of all windows and doors while moving in, emergencies or severe weather is the responsibility or the **Unit Owner**. Any damage caused by such protection to the exterior structure or **Common Elements** will be **Maintained** by the **Association** at the **Unit Owner's** expense. Be proactive about protecting your **Unit**. All protection including window tape, must be removed immediately after the emergency is over.

If a **Unit** will be vacant during a weather emergency, the **Unit Owner** is responsible to assure that the **Unit** is prepared prior to vacancy by removing all furniture, plants and other objects from the porch, patio and balcony. A responsible individual or **Contractor** may be designated to care for the **Unit**. The **Unit Owner** should notify the **Association** of the name of the individual or **Contractor** and a contact for the **Unit Owner**. Any such individual or **Contractor** is required to comply with the **Governing Documents**. An emergency is when the prime consideration is that there is a belief that there is an imminent hazard or threat to the well being of an **Occupant** (other than 911 conditions). Waiting for a known weather condition such as hurricanes, having to go out of town, taking advantage of a sale, being late for work or other similar situation does not constitute an emergency.

## **Unit Elements**

#### Unit Interior

**Occupants** are free to reasonably decorate or change the interior of their **Units** to suit their personality and lifestyle (unless **Board** approval is required or it is prohibited by **Governing Documents**, **Laws** or the **Unit Owner**).

#### **Contents**

Although the **Unit** interior is primarily within the exclusive ownership of the **Unit Owner**, no portion of the **Unit** (or anywhere within **PLTH**) may be allocated or used in any manner whatsoever for the temporary or permanent storage of business inventory, unlawful or hazardous materials (other than for reasonable household use) that might jeopardize the structure or general well being of any **Occupant**.

#### Structure and Surfaces

**Unit Owners** are responsible for and may change any interior surface (including coverings and insulation) that does not support the structure. The **Association** is responsible for structural support such as exterior walls, boundary walls between **Units** and interior surfaces that support the **Units** that such as load-bearing columns and walls, ceiling and floor slabs. **Alteration** or **Maintenance** of any structural support requires **Board** approval. Unless you have a **Contractor** or possess professional construction skills and knowledge, please consult the **Board** rather than guess what supports the structure.

#### Fixtures and Appliances

**Unit Owners** are responsible for all fixtures inside the **Unit**. **Unit Owners** are responsible for **Maintenance** of light fixtures and bulbs in the interior of the **Unit** including the garage interior and patio. **Unit Owners** are also responsible for the replacement of light bulbs in the balcony and porch light fixtures. However, replacement light bulbs in these areas may only be white or soft white and not to exceed the maximum wattage and voltage of the light fixture.

**Unit Owners** are responsible for all personal household cabinetry and interior and exterior personal appliances (whether acquired with the **Unit** or purchased after purchase of the **Unit**) such as smoke detectors, door bells, garage door openers, security systems, kitchen, bath and laundry room appliances and fixtures and the air conditioning system, both inside and outside the **Unit.** 

#### Windows

Since windows do not support the structure, **Unit Owners** are responsible for the **Maintenance** including leak prevention. If a window is **Maintained** for any reason, it must be consistent with the appearance of **PLTH**. **Maintenance** of any kind to any window is considered an **Alteration** and requires **Board** approval.

The requirements for windows (other than opaque, fixed windows) are that they must be standard, unpainted, aluminum, multi-pane windows (4 panes for all new windows). They must have standard window glass that is clear, lightly tinted or have lightly tinted element-protecting film that adheres directly to the interior of the window. Windows must open close by sliding up and down. Fixed, single pane "picture windows" are not permitted. The decorative opaque, fixed windows on the front of some **Units** must conform to the current appearance unless the existing material or color is not available. Any element-protecting film or other treatment that is visible must be light and kept in good repair at all times. Wrinkled, cracked, torn or excessively dark treatments are not permitted. Cracked or broken window panes must be immediately repaired by the **Unit Owner.** Missing, loose or torn screens are not permitted.

Windows may not be covered (interior and exterior) with materials such as paint, foil, cardboard or boards. Nothing may be placed inside these windows that are unsightly or objectionable if visible from the exterior.

#### Window Treatments

Only conventional interior window treatments that are visible from the exterior, such as shutters, blinds, shades and draperies (in keeping with the general color scheme of **PLTH)** are permitted.

Draperies must be lined with white or off white. Other soft, muted colors that complement the overall **PLTH** color scheme require Board approval. Bold colors and patterns may not be visible from the exterior. Draperies that are not made to fit the dimensions of the window are not permitted. That is, drapery tops, bottoms and sides must not be visible from the exterior other than café-style draperies, jabots and cornices that are designed as such.

All other window treatments visible to the exterior require **Board** approval. Any other interior window treatment may be used on the inside of the window, by the use of professionally manufactured white shades or drapery linings that completely conceal the window treatment from view. Window treatments are not permitted on the exterior of any window.

#### Doors

Since doors do not support the structure, **Unit Owners** are responsible for the **Maintenance** of all interior and exterior doors and hardware, including entry doors, screen doors, sliding glass doors in the patio or balcony and garage doors. If an exterior door is being **Maintained** for any reason, it must conform to the consistency and appearance of the **PLTH**.

**Maintenance** of any door (other than painting of front entry and garage doors with approved paint) is considered an **Alteration** and requires **Board** approval. New entry and garage doors and trim must be painted immediately upon installation (see paint requirements).

Front entry doors are that the entry and garage doors must be multi-panel metal doors consistent with other **Units**. Doors made of wood or other materials or with windows or other decorations are not permitted. Only standard door knobs and hardware are permitted on the door's exterior. Large, decorative door knobs, adornment or hardware such as kick plates and bolts are not permitted on the front door exteriors. Screen doors must have a thin dark brown or bronze aluminum frame with charcoal screening. Missing, loose or torn screens are not permitted.

All doors must be in good condition and painted at all times. Damaged doors must be **Maintained** at the **Unit Owner's** expense. French doors are permitted in the patio only however they require **Board** approval. Sliding glass doors on the balcony have the same appearance and **Maintenance** requirements as windows.

#### **Utilities**

**Unit Owners** are responsible for all related conduits, ducts, cable, communications and electrical wiring, breaker boxes, plumbing, sewage and other facilities that support and provide utilities in the **Unit** interior. All wiring and plumbing must meet required codes and be performed by a **Contractor** with required permits.

#### **Unit Exterior**

#### **Appearance**

Although the areas surround the **Unit** or building are primarily enjoyed by the **Occupant**, they are not solely owned by the **Unit Owner** the **Association** has the right to restrict what may or may not be done, since they are part of the structure and are visible from the exterior. The areas surrounding the **Unit** are not the same as an exclusive front or back yard as with a single swelling.

No areas around the **Unit** that is visible may have excessive decoration on the front, rear or sides of the buildings or the sidewalks, pathways and walkways. The **Unit** area may not have the appearance of a permanent storage, utility or recreational or sports facility in any way. Household laundry, linens and rugs may not be aired, hung or shaken.

Excessive decorations, a collection of children's playthings, storage units, cookout equipment, sports or entertainment equipment, unrelated or unorganized furniture and decorations, empty containers, dead plants, etc. are not permitted the **Unit** (or any **Common Element)**. The same holds true of similar excessive patio conditions that are visible from the exterior or upstairs. Please see more detail that follows on the **Unit's** patio, porch or balcony.

Please see the section on the entire **Common Elements** for more details on their use.

#### Structure and Surfaces

The **Association** is responsible for **Maintenance** of exterior surfaces (as previously outlined under Interior structures and surfaces). **Occupants** may not attempt to **Alter** or **Maintain** or directly engage a **Contractor** to **Alter** or **Maintain** any of these surfaces and structures. The reason for this is that any invasion of the structure with drills or bolts, especially over time, could affect the structure's appearance and integrity and cause expensive, or in some cases, irreparable damage. It can also encourage pests, mold and mildew.

It is the responsibility of the **Unit Owner** to do "touch-up" painting of the **Unit** exterior such as doors, balconies, porches and patios and fences. **Occupants** may not completely re-paint the exterior or fixture of a **Unit** other than the balcony railing. Only paint identified below will be permitted. The Porter® 2 paint can be purchased at the **Unit Owner's** expense at any Porter Paints store. No other paint brand or formula will be permitted. If the brand or formula is not available, please contact the **Board** for an acceptable alternate. Paints matched by computer or other means vary and are not permitted.

<sup>2</sup> Porter is a trademark owned by Porter Paints and is used solely for reference to be able to read **PLTH** documents and for no other purpose. Reference does not imply any formal warranty, agreement, endorsement or affiliation between **PLTH** and Porter Paints. Please refer to http://www.porterpaints.com for more information.

The formulas are:

Reference Use Formula Body
Unit Exterior Walls, patio fence and gate
PRODUCT # 739 GALLON FORMULA 12E, 4Y24J,
1Y4K

#### Trim

Garage doors and fascia trim PRODUCT # 735 GALLON FORMULA 4E, 1Y4J, 8K

**Doors** Exterior entry doors PRODUCT # 648 GALLON FORMULA 4YK, 4YS DRIFTWOOD BEIGE #6707-3

Rail Balcony railings PRODUCT # 4124 BLACK OIL ENAMEL

**Note**: These formulas are one gallon formulas. If you are buying a greater or lesser amount, please advise the Porter Paint associate. Oil-based enamel must be used on the balcony railings as water-based enamel will not protect the railing material. Paints must be obtained from Porter Paints. The closest location is:

1810 N. Semoran Blvd., Ste 128-132 Winter Park. Florida 21792-2238

Tel: 407 678-0608 Fax: 407 678-8461

#### **Fixtures**

The **Association** is responsible for the lighting fixtures on the front and rear exteriors (porch, balcony and garage security light) of the **Unit** (other than electrical power that is provided from the interior) and may be **Maintained** at the discretion of the **Board**. These fixtures may not be **Alter** or **Maintained** in any way by an **Occupant**. No additional light fixtures may be placed on the **Unit** exterior or **Common Elements** by the **Occupant**. In addition, interior fixtures that excessively light the **Common Elements** are not permitted. If such **Occupant**-placed light fixtures are requested to be removed, the **Occupant** will not be reimbursed in any manner.

The **Association** is responsible for mailboxes and **Unit** numbering (both front and back) and may be **Maintained** by the **Association** at any time. These fixtures may not be **Alter** or **Maintained** in any way by an **Occupant**. Detached mailboxes or mailboxes mounted on posts, patio fences or any other parts of the exterior surfaces or **Common Elements** are not permitted.

#### **Utilities**

The **Association** is responsible for all related conduits, ducts, plumbing, wiring and other and related hardware and fixtures that support and provide utilities up to the **Unit** unless the responsibility of the they are the responsibility of a utility company or city.

## Rules and Regulations Architecture and Grounds

Version 2.1 September 23, 2010 18

However since utilities are the joint responsibility of the **Association**, the **Unit Owner** and the utility company, please contact the appropriate utility company first before contacting the **Management Company**. If it is an **Association** responsibility, then contact the **Management Company**.

**Unit Owners** are responsible for cable, electrical or communications wiring that enter the **Unit**. Because they intrude the exterior, these are considered **Alterations**. The cable and wiring must be professionally installed, enter the **Unit** and be secured to the building in the least conspicuous manner. No other cable, wiring or hardware and fixtures may be attached to the exterior.

The running of cables or wiring up any side of the building, across or under entrance doors, across balconies, porches and sidewalks is not permitted. Loose cables on the exterior are not permitted in any manner whatsoever.

Please apprise appropriate **Contractors** and inspect the installation before sign-off. Correction of a cable or wiring **Violation** will be at the **Unit Owners** expense. If **Contractors** state that they "can not or will not" properly install, have them contact their supervisor, the City of Maitland or the **Management Company**.

#### Balconies, Porches and Patios

The **Association** is responsible for the general **Maintenance** of patio surfaces, fences, gates and balcony railings other than paint touch up with approved paint. **Alterations** to balcony railings, patio fences or gates, including gate hardware require **Board** approval.

Balconies and porches may be reasonably decorated with appropriate furniture, plants and ornaments. **Law** requires that any **Unit Owner** may display one portable, removable United States flag in a respectful way.

The restrictions for patios are less restrictive since they are substantially private, but since visible to the exterior over the fence through open gates or from upstairs they must be well kept, tasteful, orderly and uncluttered.

Light hanging plants and decorative items may only be attached to the wooden edges of the patio and balcony if they do not damage or weaken the surface and holes easily be concealed with putty and paint. No other items may be attached to the exterior surface without **Board** approval. Balconies and porches may also be enhanced with tile, outdoor carpeting, concrete paint or other suitable coverings with **Board** approval. Patio floor covering that extends beyond the patio gate requires **Board** approval. Balconies and patios only may be semi-permanently enclosed with a good quality, commercially available screen enclosures. Screen enclosures are considered **Alterations** and must have **Board** approval. Screen enclosure must have dark brown or bronze aluminum frames with charcoal screening. Decorative or large frame screen frames are not permitted. Patio screen tops must be screen as well and be independent of the fence. Porches may not be enclosed in any manner.

Balcony screen enclosures must fit the exterior dimensions of the balcony. No partial enclosure is permitted. No other enclosures or the appearance of an enclosure are permitted. Therefore, additional linings or a covering inside or outside of the screen enclosure with any material, in any manner, that creates the appearance of an enclosure is not permitted. When removal is required, surface repair of the area supporting the lining or covering will be the responsibility of the **Unit Owner**. Screen enclosures must be kept in good repair. Loose or torn screens are not permitted. Screened enclosures may require removal for major maintenance at the **Unit Owner's** expense.

The use of decorative, commercially available rollup shades such as bamboo or "matchstick" shades requires **Board** approval. They must be inside of balcony screened enclosures. Shades must be used solely for the purpose of decoration and occasional semi-privacy or temporary protection from the elements and fit the dimensions of the balcony. They must be tasteful, orderly, evenly drawn, in keeping with the overall balcony decor and kept in good repair. Shades may never be permanently closed since it, in essence creates an unapproved enclosure. Decorative or other support structures, such as wrought iron, are not permitted on the balconies, patios or porches. If there is a structural support problem, please advise the same as any other **Maintenance**.

Using or storing cookout equipment on balconies or porches is not permitted.

#### Garages

The structural surfaces of garages are the responsibility of the **Association**. Any structural modification to the walls or support structure, such as enclosing the garage as a room or other modifications are considered an **Alteration** and requires **Board** approval. Garage doors may not be removed or covered in any way from the exterior for enclosures. If a window air conditioning unit is installed, it may not be visible from the exterior of the **Unit**. Such **Alteration** may not extend beyond the boundaries of the garage or the overhang to the patio. The exterior of the room must have a surface consistent with the exterior surface (stucco finish, trim and paint). Attachments such as custom made storage units, pre-built cabinetry garden equipment or bicycle racks to the garage interior structure wall are considered **Alterations** and require **Board** approval.

## **Holiday Exceptions**

Reasonable, temporary traditional holiday decoration and lighting are permitted as long tasteful, does not create a hazard, is well **Maintained** and removed within a reasonable time at the end of each holiday season. All other provisions of the **Rules and Regulations** relative to **Alterations** and damage and consideration for others apply. On Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, portable, removable official flags, not larger than 41/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard may be displayed in a respectful way.

## Rules and Regulations Architecture and Grounds

Version 2.1 September 23, 2010 20

## Common Elements

The **Common Elements** are restricted to use by **Occupants. Unit Owners**, who have rented or leased a **Unit** to a **Tenant** and do not live at **PLTH**, may not use the **Common Elements** unless they are **Guests** of an **Occupant**.

In addition to the section on the **Common Elements** immediately surrounding the **Unit** exterior, the following also apply to the entire **Common Elements**.

## Lakefront and Courtyards

The **Association** is responsible for these areas including the dock on the lake. Nothing may be placed in these areas which would interfere in any manner with the use of or **Maintenance** of such areas, render the area hazardous, unsightly with litter and destroy structures or landscaping. Use by persons other than **Occupants** is not permitted and loitering by anyone is never permitted.

## Swimming Pool

The **Association** is responsible for the swimming pool and all equipment and furniture. The swimming pool is for the enjoyment of the **Occupants**. **Unit Owners** who provide a key to anyone will be held responsible for the conduct and any damage to the swimming pool area by **Occupants**.

Because the **PLTH** swimming pool is in the same classification of an apartment swimming pool, that is used by a number of **Occupants** and not a private swimming pool for the use of a single family, it is governed by **Laws** which control the use for the common good of all **Occupants**.

**Unit Owners** will be provided with one key to the swimming pool at the time of closing or by the **Unit Owner** if a rental or lease situation. Additional keys may be requested by the **Unit Owner** only from **PLTH Management Company** for a fee per key. **Unit Owners** may not provide keys to anyone who is not an **Occupant** for the sole purpose of using the swimming pool at will.

Swimming Pool Rules and Regulations There is no lifeguard. Use of the swimming pool area is completely at the Occupant's risk.

All sound devices and equipment must be kept at a low volume. Use of earphones is recommended. Glass or other breakable or hazardous materials are prohibited in the pool area.

Children age 16 and under must be accompanied by an **Occupant** adult. No **Pets** in the swimming pool area Pool hours are 7:00 am to 10:00 pm daily. After dark, be considerate of **Occupants**.

#### **Swimming Pool Rules and Regulations**

Life rings, ladders, and rescue hooks are kept on racks and in usable condition for emergency use only and may not to be used for recreation. Rubber caps my not be removed form ladders for safety's sake. Anyone entering the swimming pool itself must shower before entering the swimming pool. Suntan lotion can cause leaning and maintenance problems.

Keep restrooms and shower area clean. Underwater jets must be left unobstructed to permit proper water circulation.

Appropriate, public swim suits must be worn in the swimming pool. Street clothes are not permitted in the swimming pool.

Food is prohibited therefore barbeques are not permitted.

No running, horseplay, rowdiness or generally improper behavior.

Put trash in containers provided. This is everyone's responsibility.

No **Alterations** or **Maintenance** to the pool, furniture or equipment is permitted No equipment or device that requires electricity are allowed Do not remove, misuse or damage pool furniture. Anyone intentionally damaging pool furniture or other property with pool furniture will be charged for the amount of the damage When a "Pool Closed" is posted, the swimming pool has been closed for repair or health issues. No one is permitted in the swimming pool area unless authorized by the **Board.** 

## Landscaping

#### Association-placed Landscaping

The **Association** is responsible for all landscaping, including mowing, fertilization, tree and shrub **Maintenance** and the irrigation system at **PLTH. Occupants** are not permitted to **Alter** or **Maintain** any landscaping or equipment in the **Common Elements**. **Unit Owners** will be charged for any damage for which the **Association** is responsible if caused by **Occupants** and/or **Contractors** retained directly by the **Occupant.** 

## Occupant-placed Landscaping

Although the walkways and grounds immediately in front of and behind the **Unit** are primarily for the use of the **Unit Occupant**, they are **Common Elements** owned by the **Association** and not the **Unit Owner**. **Occupants** are permitted to reasonably decorate or enhance the landscaping in these areas with permission of the **Unit Owner**. In no case however, may plants, shrubs or trees be planted that touch or cling to the exterior, fence or roof of the **Unit** be placed. This is to protect structural integrity, avoid of possible pest infestation and potential impediments to **Maintenance**. **Occupant**-placed landscaping or decorations along the exterior walls of the building, whether or not if the wall is the boundary of an individual **Unit** requires **Board** approval.

## Rules and Regulations Architecture and Grounds

Version 2.1 September 23, 2010 22

The landscape enhancements must be tasteful, orderly, routinely **Maintained** and in keeping with the overall landscaping. Only small plants and shrubs that can easily be removed by hand or with normal household gardening tools may be planted by **Occupants.** Trees and shrubs that are prone to become root-bound, systemic underground or require professional services or tools to remove are not permitted without **Board** approval. Potted plants should be replanted from the original nursery containers. Removal will be at the **Unit Owner's** expense.

Since landscape **Maintenance** is contracted for **PLTH** with specific agreement for services, the **Association** cannot accept special **Maintenance** requests for **Occupant** placed landscaping, even if approved by the **Board.** Neither will the **Association** be responsible for the change or destruction of **Occupant**-placed landscaping or decorations during contracted landscape **Maintenance**.

Decorations or other landscape fences and borders require **Board** approval. The random placement, diversity and neglect over time become unsightly in some cases and can be an impediment to **Maintenance**. If a fence or border is desired or required due to erosion, please consult the **Board**. The **Association** has the right to remove any **Occupant**-placed landscaping and decoration, even if approved by the **Board** that in time:

□ Endangers the structural integrity of the <b>Unit</b>
□ Creates a safety hazard
□ Impedes any <b>Maintenance</b> or repair at <b>PLTH</b>
□ Is neglected, excessive, unsightly or poorly Maintained

## Parking Areas

Personal Vehicles

Only **Vehicles** defined in the **Rules and Regulations** are permitted in designated parking areas of the **Common Elements**. Parking on grounds or other portions of the **Common Elements** is not permitted. Oversized recreational vehicles (RV), motorcycles, tractors, boats and boat trailers, utility trailers or campers that must be attached to another vehicle are not permitted. Non-conventional **Vehicles** that are not designed for normal personal transportation and reasonable recreation do not fit within this definition for the purposes of the **Rules and Regulations**. **Vehicles** may not be "lived in" nor visibly used for as a storage facility while at **PLTH**. Hazardous materials may not be stored in the **Vehicle** at any time.

All permanent **Occupants** in a single **Unit** are permitted to park 1 **Vehicle** in the garage and 1 in the driveway directly adjacent the **Unit** garage. A total of 2 additional **Vehicles** per **Unit** may be parked in the unreserved, lined parking spaces. There is ample temporary **Guest** parking within easy reach of the **Units**. Other **Vehicles** must be stored off the **PLTH** premises. Double parking in any space is not permitted. All **Vehicles** must bear current registration and insurance. **Vehicles** without current registration or insurance will be removed if not corrected within 24 hours after the

Occupant has been notified.

# Rules and Regulations Architecture and Grounds Version 2.1 September 23, 2010 23

All **Vehicles** in parking areas must be well **Maintained** and in full working order at all times, meaning no flat or missing tires, batteries or other essential working parts. The **Management Company** or a **Board** member may require that a **Vehicle** owner inspect the **Vehicle** to demonstrate that all parts required to properly operate the **Vehicle**. Any damage to the parking or other surfaces, such as fluid leaks that require **Maintenance** by the **Association** will be removed at the **Unit Owner's** expense. **Vehicles** bearing advertising or excessive stickers, adornment, lights, signage (including "For Sale" signs) or decoration are not permitted. All **Vehicles** must be in good structural and paint repair. This means no major surface or structural damage or missing parts that make the **Vehicle** unsightly or excessively emit or emissions. **Vehicles** must fit completely well within the striped parking area. **Vehicle** bodies and all attachments or equipment may not extend beyond these limits and may not extend over the lawn or touch landscaping or lawn sprinkler systems. All **Vehicles** must be parked with the fronts to the parking barrier. Exhaust fumes from backing into the parking space may damage or destroy landscaping.

Vehicles that are stationery for a lengthy period will be considered to be stored and will be removed at the Unit Owner's expense if not corrected within 24 hours after the Occupant has been notified. Occupants, who will be absent or otherwise unable to drive a Vehicle for more than 30 days, should notify Management Company. Vehicles may not be "jacked up" for or be left unattended. Vehicle repairs may not be performed in any portion of the Unit or Common Elements other than emergency road service such as fixing a flat tire, charging a battery or towing for more extensive repairs. Repairs on the premises are unsightly and potentially hazardous.

#### Commercial Vehicles

Commercial vehicles belonging to or used by **Occupants** may not be parked at **PLTH**. This also a City of Maitland ordinance on commercial vehicles and **PLTH** has no control over or responsibility if an **Occupant** requests that the city remove the commercial vehicle.

Commercial vehicles which are used in a business or with any commercial identification, are not permitted other than the temporary parking required by **Contractors** for **Maintenance** while work is being done, but never for a period of more than 12 consecutive hours. Commercial vehicles may not exceed ½ ton in weight and must have rubber tires in good condition. No tractors, trailers or other heavy commercial vehicles may enter **PLTH** unless belonging to a **Contractor** engaged by the **Association**.

Commercial vehicles must not impede foot or **Vehicle** traffic, damage landscaping, sprinkler systems or the property or safety of **Occupants**.

Commercial vehicles will be removed at the **Unit Owner's** expense if not corrected within 24 hours after the **Occupant** has been notified. The **Association** will not be responsible for actions of the actual owner of the commercial vehicle.

## Rules and Regulations Architecture and Grounds

Version 2.1 September 23, 2010 24

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Boats and boat trailers may not be stored in or on any <b>Common Element</b> within the
PLTH. This includes but is not limited to:
□ Parking area
□ Lakefront and Courtyards
☐ Tied, anchored or secured to the dock, bank or shoreline of the lake
Boats and boat trailers and equipment may be stored inside the Unit's garage or patic
as long as the garage door or patio gate close and the boat are not visible to from the
exterior.

## Waste Disposal

The City of Maitland does not pick up household waste at each **Unit.** It is the responsibility of **Occupants** to take their waste to any of the several disposals containers (dumpsters) in **PLTH.** When waste is not being taken to the disposal containers, personal waste containers must not be visible and should be kept inside the garage or patio. Untimely disposal of household waste containers that creates a potentially hazardous or unsanitary or offensive situation will be a **Violation**. The disposal containers are for normal light household waste only. All waste should be bagged. **Occupants** may arrange for a separate pick up of large items. Waste truck operators will not pick up items placed outside the dumpster container. All waste must be placed directly inside the disposal container, not beside it or inside the disposal container gate or walls. Please do not overfill where waste will fall out or overload to prevent use by other **Occupants**.

Waste disposal **Violations** will require a separate pickup of excess or restricted items and waste left outside the disposal container at the **Unit Owner's** expense. Use of **PLTH** disposal containers is restricted to use by **Occupants** only. **Unit Owners** who do not reside in the **PLTH** may not use the disposal containers.

#### **Prohibited Waste Disposal Items**

Hazardous waste and materials Mattresses and box springs Yard and large holiday trees and decorations Stereos, televisions or any other household or office equipment Furniture and doors Construction or remodeling debris Pornographic or unlawful publications or materials Carpet and flooring Appliances, air conditioners and any other mechanical device Tires batteries and other vehicle parts Bicycles Sports or exercise equipment

## Rules and Regulations Architecture and Grounds

Version 2.1 September 23, 2010 25

#### Alterations

An **Alteration** is anything that changes or invade is attached to the architectural structure, landscaping or changes the appearance (whether or not attached) of **PLTH** requires **Board** approval. Most common **Alterations** are noted throughout the **Rules and Regulations**. However, The best rule of thumb is that if **Unit Owners** wish to make any **Alternation** to the **Unit**, the **Board** should be consulted and the provisions of the **Governing Documents** reviewed in detail.

**Alterations** generally require **Contractors** and permits which are the **Unit Owner's** responsibility. No work of this nature without **Board** counsel and approval. Improper **Alterations** will be corrected at the **Unit Owner's** expense. Overlooking details and assumptions can be very costly to the **Unit Owner.** 

#### **Examples of Alterations**

It is not possible to envision every possibility not be an acceptable **Alteration**. The guiding principals are that any **Alterations** should be in keeping with **Governing Documents** and the overall balance, harmony, consistency and well being of the **PLTH** and require **Board** approval. **Alterations** may also result in costly **Maintenance** and be an impediment to major **Maintenance** such as landscaping, new roofs and painting.

## **Examples of Alterations**

Cable, electrical or communication wiring and related devices Window boxes, garden fencing and borders (see landscaping) Roof ventilators of any **Alteration** to the roof Arboretums, awnings, canopies and other enclosures Permanently attached shutters Security doors and windows Excessive, root-prone landscaping Hurricane protection Attached sports or play equipment

Unit Owners who have already made Alterations or will be making Alterations must
submit an application to the <b>Association</b> to the following effect:
□ Complete description of the <b>Alteration</b> .
☐ Agreement to <b>Maintain</b> and insure, at its own expense, the <b>Alteration</b> to the
satisfaction of the <b>Association</b> .
☐ Agreement to any additional <b>Maintenance</b> , taxes or insurance costs to the
Association as a result of the Alteration.
☐ Agreement that any initial or subsequent damage to the <b>Unit</b> or <b>Common Area</b>
as a result of the Alteration.
<b>Note:</b> A new <b>Unit Owner</b> assumes these responsibilities. If buying a <b>Unit</b> at <b>PLTH</b> is contemplated, please make sure all <b>Alterations</b> are noted. Resolution of undetected or undisclosed <b>Violations</b> is solely between the buyer and the seller.

#### Application for Alteration

Applications for **Alteration** may be obtained from the **Management Office** and submitted to the **Board** by the **Unit Owner**. Approval or disapproval will be communicated to the **Unit Owner** on a timely yet prudent basis.

No application for an **Alteration** will be accepted for which there is an outstanding indebtedness, **Violation** or an existing unapproved **Alteration**. If **Occupants** other than the **Unit Owner** wish to make an **Alteration**, they must ask the **Unit Owner** to submit the application and receive approval since the **Unit Owner** will be responsible. **Version 2.0 October 15, 2006 27** 

## Section 3 – Living at PLTH

This section outlines the responsibilities of the Unit Owners and other Occupants

Rules and Regulations Living at PLTH

Version 2.1 September 23, 2010 28

## Fees and Expenses

#### Association Fees

The monthly **Association** fee covers the cost of operating and managing **PLTH. Association** fees are currently \$165.00 per **Unit** per month and is subject to change from year to year. In 2007, the Association Fee will be \$185.00. Fees should be sent to the **Management Company** each month.

Fees are payable by the first of each month. By **Laws**, payments received after the 10th day of each month will be assessed a late fee, which if unresolved, can result in interest, a lien on the **Unit** and possible foreclosure.

In addition, although rare, the **Association** may require a special assessment as provided by **Laws** if the budget is exceeded due to unforeseen costs or **Maintenance** requirements. The budget is presented at the annual **Association** meeting open and a budget report is given at each **Board** meeting. The **PLTH** financial statements are available upon request in writing by any **Unit Owner**. It is your right and your obligation as a **Unit Owner** to remain current on the financial affairs of the **Association**.

#### **Utilities**

#### Association

The **Association** is responsible for ordering, installing, disconnect and pay costs for utilities in the **Common Elements** including the swimming pool equipment and irrigation system and waste disposal from the central locations.

#### **Unit Owner**

**Unit Owners** are responsible for ordering, installing, and pay costs for utilities for the **Unit** interior (including cable and high-speed) inside the **Unit** (including garages, patios, porches and balconies and the air conditioner).

## Insurance and Taxes

#### Association

The **Association** is responsible for taxes and insurance on the exterior structure of the **Units** and the **Common Elements**. The **Management Office** can provide the details of this coverage and tax liability.

#### **Unit Owner**

Unit Owners are responsible for real estate and personal property taxes for the Unit. The Unit Owner is responsible for acquiring insurance on the Unit interior surfaces (except as noted) and contents and all personal property in or around the Unit. Unit Owners are also responsible for acquiring accident and injury insurance for any Occupants including Maintenance for which Unit Owners are responsible.

# Rules and Regulations Living at PLTH Version 2.1 September 23, 2010 29

## Occupant Privacy and Respect

## **Entertaining**

Occupants are free to entertain within their Units as long as they comply with Governing Documents and Laws and do not create a nuisance, disturb or infringe on the privacy, senses or well being of others in the PLTH. As a courtesy, it is recommended to advise neighbors in advance of the event and the timeframe. The playing of loud musical instruments or sound equipment, Pet noises or excessive cookout fumes that are disturbing or annoying are not permitted. In addition to Governing Documents, there are Laws governing disturbances and the incident may be reported to the local authorities. In this case, the Association will not intervene or be held liable for any consequences.

The **Common Elements** are also for the reasonable use and enjoyment of **Occupants**. If the **Common Elements** are used for gatherings, they must be tasteful, respectful of anyone viewing or hearing the event. It is the responsibility of the **Occupant** to return the area as it was by removing all furniture and clearing and removing any litter immediately at the close of the event. This does not mean the next morning or several days after. If items are left the **Association** will arrange for their removal or cleanup at the **Unit Owner's** expense.

## Communication Devices and Equipment

No entertainment devices or systems, communication, computer, Internet or other devices may be installed or used that that interferes with the reception or operation of entertainment devices or systems, computers, Internet or any other legal device in another **Unit**.

## Solicitation

Other than official **Association** notices or business by the **Management Company**, the **Board** or a **Committee**, the door to door solicitation or physical distribution of literature of any type is not permitted either in mailboxes, on gates or doors, on **Vehicles** or inside patios.

## Signage

Other than the placement of signs permitted by the **Governing Documents**, no temporary or permanent sign, advertisement, political material, notice or other signage may be posted outside or inside the **Unit** that is visible. Signage that does not comply with the **Governing Documents** or **Laws** will be removed.

## Rules and Regulations Living at PLTH

Version 2.1 September 23, 2010 30

## Garage and Yard Sales

Such sales are permitted within a reasonable area surrounding the **Unit** as long as it does not impede foot or **Vehicle** traffic or create a disturbance or nuisance. In accordance with the City of Maitland Ordinances, only one temporary sign may only be placed in the area of the event.

#### Pets

**Pets** are allowed as long as the number of **Pets** does not exceed 2 per **Unit** (other than aquarium life). Each **Pet** (other than aquarium life) may not exceed 50 lbs in weight. There is no restriction on reasonable aquarium **Pets** as long as housed in a commercially constructed device and is safe from breakage and subsequent damage to **Units** of **Common Elements**. **Pets** other than domestic dogs, cats and reasonable aquarium life, require **Board** approval.

The **Association** recognizes that **Pets** have rights. However, they do not supersede the fundamental rights of **Occupants**. All **Pets** must be kept on leashes held by the **Occupant**. Allowing **Pets** to be leashed on a stake is not permitted. In no case will a **Pet** be permitted to run loose, nor tied to a stake, even if the owner is present. This may jeopardize physical or emotional well being.

**Pet** owners are responsible for the cleanliness and health of all **Pets** and their surroundings. This is in accordance with City of Maitland Ordinances. When **Pets** who are exercised regularly to relieve themselves, only the outer perimeters of the **Common Elements** may be used and any resulting waste must be promptly cleaned. Any condition creating an offensive environment or jeopardizing physical or emotional well being is not permitted. **Pets** may be reported by any **Occupant**. In such case, the **Association** will not intercede nor be liable for any consequences.

## Selling Your Unit

#### Guidelines

The **Board** reserves the right to personally interview and review the **Governing Documents** with prospective **Unit Owners** prior to approval.

No single individual, household, corporation or subsidiary of the same corporation may own or co-own more than two **Units** at **PLTH**. A **Unit** may not be purchased by a new **Unit Owner** whose intent is to primarily use the **Unit** as a place of business.

**Unit Owners** who own two **Units** are highly discouraged from leasing or renting both **Units** if not residing at **PLTH**.

No new **Unit Owner** may lease a **Unit** at **PLTH** unless he or she also resides in another **Unit** at **PLTH**. In other words, a **Unit** purchased by a new Unit Owner solely for the purposes of making the **Unit** rental property will not be approved.

## Rules and Regulations Living at PLTH

Version 2.1 September 23, 2010 31

The rationale is that the percentage of rentals can negatively affect the ability of other new **Unit Owner** from obtaining financing and subsequently disadvantage Unit Owners who are selling their property. The **Board** feels it has an obligation to protect the interests of the majority of **Unit Owners** who reside at **PLTH** rather than a minority of **Unit Owners** who are solely investing in rental property.

## Signage

**Unit Owners** may place a "For Sale" sign on their property for the period of time the **Unit** is on the market. The sign must be a commercially available sign and not one that is constructed by the **Unit Owner**. The sign may only be placed on the patio gate.

## **Application**

Once an offer has been received, the prospective buyer must be approved by the **Board** prior to closing. An application for Transfer of Title, a transfer fee and a copy of the sales contract must be submitted to the **Board** by the **Unit Owner** for approval prior to the completion of the sale. This will include a credit check and references for the buyer and other requirements as outlined in the application.

Upon receipt of the application, the **Board** will use best efforts to approve the sale on a timely basis and approval will not be unreasonably withheld. These applications are available from the **Management Office**. Upon approval, the **Management Office** will issue a "Certificate of Approval" for the sale. There is fee for this certificate. The sale should be contingent upon **Board** approval of the application. Upon disapproval of an application, any resolution for subsequent breach of any written or verbal agreement prior to or after the agreement will be a matter solely between the seller and the buyer.

## **Compliance With Governing Documents**

It is the responsibility of the selling **Unit Owner** to obtain and deliver copies of the **Governing Documents** to the prospective buyer on a timely basis in order to review them before closing. An application for approval of sale will not be approved without a signed receipt of the current **Governing Documents** by the buyer.

The **Board** will not approve any sale for which there is an outstanding **Violation**, indebtedness to the **Association** or unapproved **Alteration**. **Violations** at the time of closing or **Violations** found after closing which the **Unit Owner** has not disclosed or which have not been discovered by the **Association**, **PLTH** will look to the new **Unit Owner** for resolution of **Violations** and ongoing responsibility for **Alterations**. Further resolution will be solely between the seller and the buyer.

# Rules and Regulations Living at PLTH Version 2.1 September 23, 2010 32 Renting or Leasing Your Unit Guidelines

The **Board** reserves the right to personally interview and review the **Governing Documents** with prospective **Tenants** prior to approval. Units must be owner occupied for a minimum for one year.

The intent of renting or leasing is that the **Unit Owner** permits primary occupancy by a family, an individual, roommates or a couple who has a domestic partnership under a single rental or lease agreement for the purposes of using the **Unit** as a residence. A **Unit** may not be leased or rented to a **Tenant** whose intent is to primarily use the **Unit** as a place of business, or to a business for use as "corporate housing" with multiple transient users.

**Units** may only be rented or leased by the **Unit Owner**. To lease or rent a **Unit** (including renewals), there must be a written agreement between the **Unit Owner** and the **Tenant**. The lease or rental agreements should be contingent upon **Board** approval of the application. Upon disapproval or eviction, any resolution of subsequent breach of any written or verbal agreement terms prior to or after the agreement will be a matter solely between the **Unit Owner** and the **Tenant**. The agreement provisions may state more restrictive use of the **Unit** but may not state or imply any permissions to the **Tenant** that are in conflict with the **Governing Documents**.

All rental or lease agreements must be a minimum of 7 months. **Tenants** may not sublease

to other **Tenants**. The purpose of the 7 month rental or lease agreement is that anything less than 7 months requires the collection of Florida state sales tax. Anyone renting or leasing without a formal rental or lease agreement will be referred to the Florida Department of Revenue.

In many cases, the City of Maitland and Orange County, Florida view renting or leasing a **Unit** when the **Unit Owner** lives at another residence as having a business and requires a business or occupational license. Please contact both the City of Maitland, Finance Department at 407 539-6253 and Orange County, Occupational License Division at 407 836-5650 to determine if you require a license. A copy of the license must be submitted or a signed acknowledgement that an Occupational License is not required.

Renting to un-related multiple **Tenants** with separate and/or different rental or lease agreements or rental to multiple transients by the **Unit Owner** or a **Tenant** is not

permitted. In addition the renting of individual rooms or a portion of the **Unit** is not permitted.

Rental or lease agreements must include **PLTH** as a third party with the right to evict the non-**Unit Owner Occupant** with cause, including unresolved **Violations**. In addition, a history of **Violations** will be considered when approving the application. Unit Owners are ultimately responsible for the consequences of the actions of their Tenants and if the Association presents just cause to a Unit Owner that the presence of Tenants present a negative impact on the community, the Association may proceed with is right of third part eviction.

## Rules and Regulations Living at PLTH Version 2.1 September 23, 2010 33

## Signage

**Unit Owners** may place one "For Lease (or) Rent" sign on the patio gate of their **Unit** for the period the **Unit Owners** is trying to rent or lease the **Unit.** The sign must be a commercially available sign and not one that is constructed by the **Unit Owner**.

## Application

An Application for Lease or Rental (including renewals), with acknowledgement of receipt and compliance with the **Rules and Regulations**, Occupational License(s), if required, application fee and a copy of the agreement (including renewals) must be submitted to the **Board** for before the agreement is executed or the **Tenant** moving in. This will include a credit check and references for the **Tenant** and other requirements as outlined in the application.

If the **Unit** is rented or leased to a family, a single application and application fee is required. If the **Unit** is rented or leased to non-related **Tenants**, separate applications and application fees will be required for each **Tenant**, even if a **Tenant** is added later in the lease. Should additional **Tenants** be requested subsequent to the lease and approved application, the **Unit Owner** will promptly submit an application(s) prior to permitting occupancy by the additional **Tenant(s)**.

Upon receipt of the application, the **Board** will use best efforts to approve the rental or lease (or renewal) on a timely basis and approval will not be unreasonably withheld. These applications are available from the **Management Company**. Upon approval, the **Management Company** will issue a "Certificate of Approval" for the rental or lease. There is fee for this certificate.

## Compliance With Governing Documents

It is the responsibility of the selling **Unit Owner** to obtain and deliver copies of the **Governing Documents** to the prospective **Tenant** on a timely basis in order to review them before lease or rental commencement.

An application for approval of lease or rental (including renewal), will not be approved without a signed receipt of the current **Governing Documents** by the **Tenant**. The **Association** will look to the **Unit Owner** for compliance with **Governing Documents** and the resolution of **Violations** by any **Occupant** in the **Unit**.

The **Board** will not approve any lease or rental for which there is an outstanding **Violation** or indebtedness to the **Association** or unapproved **Alteration**. In addition, a **Tenant's** history of **Violations** will be considered in a renewal application.

Rules and Regulations Living at PLTH
Version 2.1 September 23, 2010 34
Sharing Your Unit
Guidelines

#### Short-term Guests

Occupants are permitted to have temporary Guests as long as the Guests adhere to applicable Governing Documents and Laws. Unit Owner will be held responsible for compliance of Governing Documents by their Guests and will also be held liable for resolving any Violations by Guests.

#### Long-term Guests

If **Guests** are present for more than 30 days in the **Unit** (even if rent is not charged) will be viewed and processed in the same manner as a **Tenant** with a rental or lease agreement and applications for **Board** approval and receipt and acknowledgement of the **Rules and Regulations**.

## Signage

No signage such as "Roommate Wanted, **Unit** to Share" or similar sign may be placed on the **Unit** exterior or interior that is visible from the outside.

## **Application**

The application procedure is the same as for leasing or renting. Please see **Application** section under **Renting or Leasing Your Unit.** 

## Compliance With Governing Documents

The application procedure is the same as for leasing or renting. Please see **Application** section under **Renting or Leasing Your Unit.** 

## Using Your Unit as a Home Office

A portion of the **Unit** may be used as a virtual home office as long as it complies with all **Laws** and required licenses and permits are obtained. No portion of the **Unit** may be sublet by any **Occupant** to a business nor may the **Unit** be solely owned and used as a place of business by any **Occupant**.

The **Unit** address may not be advertised as a business in any way. No other company employees are permitted to work on any **PLTH** premises. Nor can inventory be stored in the **Unit**. Any **Vehicle** used in the business must comply with the **Vehicle** section of these **Rules and Regulations**.

No portion of **PLTH** may be used as a business where customers and vendors come and go or where products and services are physically stored or provided to a customer.

# Rules and Regulations Living at PLTH Version 2.1 September 23, 2010 35

# Violation Notices, Disputes and Resolution *Notices*

**Violations** are primarily cited for a **Unit** – not necessarily a particular individual. Unless noted otherwise, **Violations** of the **Governing Documents** will be provided with a written notice to the **Unit Owner** for the **Unit** they own, whether or not the **Unit Owner** resides there. The notice will include a plan and timeline for resolution. If not voluntarily resolved by the **Unit Owner** on a timely basis, the **Association** may take measures to lawfully resolve the **Violation** using its best judgment with the rights of all **Unit Owners** considered at the **Unit Owner's** expense.

**Unit Owners** hold ultimate responsibility for adherence to **Governing Documents** by anyone in the **Unit** and consequently, resolution of any **Violation** in the **Unit**. Any **Unit Owner** can report a **Violation** of the **Governing Documents** to the **Management Company.** The source of the report will not be divulged.

## **Disputes**

Since **Violations** for a **Unit**, only a **Unit Owner** can dispute a **Violation**. If another **Occupant** in the **Unit** is responsible for the **Violation**, they may not dispute it themselves directly to the **Management Company** or the **Board**. If the **Unit Owner** for any reason disagrees with the **Violation** and can present a plausible case that there is no **Violation**, the **Board** may elect to remove the **Violation**. **Violation**s may be disputed by the **Unit Owner** in writing and reviewed at any scheduled **Board** meetings or writing to the **Management Company**.

If a **Unit** is purchased with an existing **Violation**, the new **Unit Owner** is responsible for the resolution of the **Violation**. Once the **Unit** is purchased, the **Violations** may not be disputed solely on the grounds of not being unaware.

Any prospective buyer that has an application on file should check with the **Management Office** for any outstanding **Violations** for the **Unit**. The prospective buyer should contact the **Management Company** to request an inspection to advise of

any readily detectable **Violations** that require attention. Resolution of undetected or undisclosed **Violations** is solely between the buyer and the seller. **PLTH** will not assume responsibility for the ongoing **Maintenance**, insurance, taxes or damage in any way whatsoever that result from a **Violation** of a previous **Unit Owner**.

#### Resolution

Arbitration procedures are outlined and governed by the state of Florida. If **Unit Owners** feel that they have legal rights that override the **Governing Documents** or any perceived legal issues with the manner in which the **Board** or the **Management Company** handle a matter, the **Unit Owner** should have appropriate legal counsel contact the **Management Company** in writing. The **Board** will not entertain, accept, discuss, rebut or otherwise acknowledge any verbal or written threat of legal action directly from any **Occupant**.

## Rules and Regulations Living at PLTH

Version 2.1 September 23, 2010 36

Please be aware that arbitration or legal action costs both the **Unit Owner** and the **Association**, which in turn costs all **Unit Owners**. The **Board** urges **Unit Owners** to weigh the priority of a dispute and to use all reasonable good faith efforts to resolve informally with the **Board** before considering any formal action.

Please read and understand the **Governing Documents.** Avoidance of a dispute is preferable to resolution of a dispute for all parties.

Version 2.0 October 15, 2006 37

## Section 4 – Sources of Additional Information

This section will contains Internet links for PLTH documents and useful citv.

county and state information

## Rules and Regulations Sources of Additional Information

Version 2.1 September 23, 2010 38

The following Internet links are to sites that contain a wealth of information about Condominium living and other city, county and state information relative to living at PLTH. Adobe Reader may be required to read some links or documents.

## PLTH Covenants and Restrictions

Note: Links may change over time. We apologize if these links are no longer available after the initial research. Please contact the appropriate governing body for more information on use of their sites.

#### **Subject Document**

#### Link

- 1. Enter the following link in your Web Browser
- http://www.occompt.com/2002/records.html
- 2. Select Official Records Search at the bottom of the page
- 3. Read disclaimer and select Accept if you wish to continue
- 4. Select Public Search

#### **Navigation**

rom here you may search in different ways. With each search, select **Get** 

877)

□ Notice of sale or Lease, Amended (Official Records Book 2904, Page

## Rules and Regulations Sources of Additional Information Version 2.1 September 23, 2010 39 **Subject Document** Plat Exhibit B □□ Official Records Book 2061, pages 358 – 365 □□ Condo Book 1, Page 34 **Amendments** □□ Article 15.C of Declaration (Condo Book 1, Pages 59, 63,64) □□ Official Records Book 2730, Pages 498 - 500 Articles of Incorporation Exhibit C □□ Official Records Book 2061, pages 366 – 372 **Bv-Laws Exhibit D** (Original – now amended) □□ Official Records Book 2061, pages 373 – 388) **Amendments** □□ Article 7.4 (Official Records Book 3188, Pages 1040 – 1041) □□ Article 7.4 (Official Records Book 3588, Pages 1411 – 1412) **Current By-Laws** □□ Amended and Current By-Laws (Official Records Book 3750, Pages 1507 - 1518)

## State of Florida

#### **Subject Current Link**

## Department of Business and Professional Regulation (DBPR) for Condominiums

- 1. Enter the following link in your Web Browser
- □□ http://www.myflorida.com/dbpr/lsc/condominiums

#### **Educational Publications and FAQ**

- 2. Scroll down the center of the page and select the category of interest such as
- □□ Educational Publications
- □□ Frequently Asked Questions (FAQ)

#### **Condominium Living**

- 3. From the **Educational Publications** page, scroll down and select the publication of interest such as:
- $\hfill\Box$  Condominium Living in Florida
- □□ Condominium Unit Owners Rights and Responsibilities
- □□ Guide to Purchasing a Condominium

## Rules and Regulations Sources of Additional Information

Version 2.1 September 23, 2010 40

**Subject Current Link** 

#### The Condominium Act (Florida)

- 1. Enter the following link in your Web Browser
- □□ http://www.flsenate.gov/Statutes
- 2. Scroll down to and select
- □□ TITLE XL REAL AND PERSONAL PROPERTY
- 3. Then Scroll down to and select
- □□ Chapter 718 CONDOMINIUMS

## **Orange County**

**Subject Current Link** 

**Orange County (laws** 

and other

information

- 1. Enter the following link in your Web Browser
- □□ http://www.orangecountyfl.net/
- 2. Search for desired topic

## City of Maitland

**Subject Current Link** 

City of Maitland

(ordinances and

other information)

- 1. Enter the following link in your Web Browser
- □□ http://www.itsmymaitland.com/
- 2. Search for desired topic

## Other Reference

Although The Condominium Concept (Peter M Dunbar, 8th Edition, 2003) is not an official Governing Document, it provides the **Board** and **Committees** guidelines for Florida **Associations** and is available at any commercial book seller. Other primary **Governing Documents** are available from **Management Company** and government offices.