

# KENLAND POINTE CONDOMINIUM II, INC.

## Rules and Regulations

March 4<sup>th</sup>, 1999

Under the Condominium Documents, the Board of Directors is responsible to establish and enforce Rules and Regulations, and Unit Owners are responsible to see that the Rules and Regulations are observed by their families, guests, invitees, lease-holders and other persons over whom they exercise control and supervision. The purpose of these Rules and Regulations is to give the residents of Kenland Pointe Condominium II, Inc. their rights of individualism without infringing upon the rights of other residents. These Rules and Regulations are binding upon all Unit Owners and Residents and may be modified, added to, or repealed at any time by the Board of Directors or through a majority vote of the Unit Owners.

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### Section 1 BALCONIES AND PATIOS

1. Barbecue grills with open flames may not be used on patios or balconies. The County may impose penalties including fines and/or imprisonment. Electric grills are permitted.
2. Carpeted balconies are prohibited because they cause deterioration to the underlying concrete and structural damage. Only painted floors or tiles are acceptable on balconies. Unit Owners must file an Architectural Modification Request form and obtain written approval from the Board of Directors prior to remodeling the balconies or patios.
3. Only patio furniture and plants are to be left on balconies or patios. Balconies are not to be used as storage. No linen, clothes, towels, rugs, carpets, etc. are permitted on balconies. Do not hang swings on balconies or patios.
4. Washing patios and balconies is permitted with moderation. It is recommended to save water, to prevent mildew, to prevent the use of strong chemicals and the excessive water run off.
5. Only white and yellow lights are permitted in balconies and patios.

### Section 2 BUILDING EXTERIOR

1. No sign, signal, insignia, illumination, advertisement, notice or any other lettering, or equipment shall be exhibited, inscribed, painted, affixed, or exposed on or at any window or any part of the outside of the units or inside allowing external visibility or attached to any other exterior of the buildings without prior written consent of the Board of Directors. Seasonal decoration is allowed but must be removed within two weeks of that holiday ending.
2. No awnings or other projections, including satellite dishes, television or radio antennas or wiring shall be attached to or extended from the outside walls of the buildings.
3. No shades, curtains, blinds, tents, etc. are permitted on the balcony or patio area. No reflective material is permitted on glass windows or doors. Aluminum foil is expressly prohibited. Screens are permitted on balcony doors only.
4. No clothesline or drying clothes is allowed on balconies inside or outside the unit, including linens, cloths, clothing, curtains, towels, rugs, shoes, mops, etc.
5. There are special rules restricting the installation of floors inside the unit or on balconies. Please see FLOORING. There are restrictions on planting trees, shrubs or vines on the ground of patios. Please see PLANTS.
6. For security reasons, access to the roof is restricted. If you need to repair your air conditioning unit, please call the Management Company 24 hours in advance to make arrangements for opening the roofs. All AC repairs must be performed between 7:00 AM to 5:00 PM, from Monday through Friday.

### Section 3

3. Children are the direct responsibility of their parents or legal guardians, including full supervision of them while within the condominium property and including full compliance by them of these rules and regulations. Playing shall not be permitted in any hallways, stairways, elevators or other public places nor shall they interfere in any way with the quiet enjoyment and comfort of other owners or guests.

4. Hallways are not to be used as recreational surfaces. No bicycling, skating, etc. is permitted in hallways. Entryways, stairways, landings, etc. must not be used for children's play areas and must be kept clear of bicycles, motorcycles, toys, carriages, waste receptacles, footwear, umbrellas, or other articles at all times.

5. No noise, music or other sound or conduct shall be permitted at any time in such a manner as to disturb or annoy other Residents. If a resident is disturbing the peace, the Board recommends calling the Police.

6. Residents and/or their guests are not permitted to play excessively loud music from their cars at any time. No excessive noise will be permitted in the parking lot area, like loud mufflers, unreasonable honking of horns, screeching of tires, etc.

#### **Section 4 FLOORING**

1. Installation of any type of floors inside your apartment or balcony or patio is restricted, except for units located on the first floor. Unit owner must file an Architectural Modification Request form and obtain written approval from the Board of Directors prior to the installation. Free forms are available on request to the property Management Company.

2. Soundproofing with a rating of SPF-55/60 or higher is required. Installation specifications in writing are required along with the application. *If approved, inspection by the Property Manager is required after the soundproofing is installed and before the tile is laid.* If the tile is installed without proper soundproofing, The Board of Directors will require the tile to be removed and install soundproofing.

3. Carpeted balconies are prohibited because they cause deterioration to the underlying concrete and structural damage. Only painted floors or tiles are acceptable on balconies. Unit Owners must file an Architectural Modification Request form and obtain written approval from the Board of Directors prior to remodeling the balconies or patios.

4. Unit owner installing floors or remodeling the apartment is responsible for any damage caused to the common areas and for the removal of any debris left on the common areas. Unit owners are responsible to obtain all City or County permits if applicable.

#### **Section 5 GARBAGE, RECYCLING AND RUBBISH DISPOSAL**

1. Household garbage must be placed in securely tied plastic bags. No paper bags should be used. Size of trash chute allows only plastic bags of 13 gallons or smaller. Use the trash chute to dispose of your garbage. Any items too large to put into the trash chute are to be carried downstairs and placed directly into the trash containers.

2. Household garbage must be kept inside each unit at all times, except when carried out to the trash chute or container. Do not leave your garbage bags outside of your unit for disposal at a later time.

3. Large items that do not fit in the trash containers like old furniture (mattresses, bed frames, chairs, tables, etc.), seasonal trash (Christmas trees), unused appliances or equipment (TV sets, A/C units, ranges, refrigerators, bath tubs, heaters, etc.), large cardboard boxes or rubbish coming from remodeling are to be carried out by the owner to the nearest county disposals located at 2200 SW 117 Av. (Snapper Creek) or 8000 SW 107 Av. (Sunset Kendall). Owners who leave these items in the trash area will be charged with the cost of removing such items.

4. Recycling bins are located next to the trash containers: one is for newspapers only (no magazines) and other for plastic or glass (cans and bottles without lids or caps). Rinse all containers of food matter. Place your newspapers and clean plastic/glass directly into the appropriate recycling container. Do not place your regular garbage into the recycling container. Law requires recycling; we urge you to comply.

5. Recycling bins and garbage containers are not to be used for toxic waste, hazardous materials or environmentally dangerous products. Dumping of used car oil is expressly prohibited.

6. Regular garbage is removed three times per week (Monday, Wednesday and Fridays). Recycling is removed on Fridays only.

3. Shutters are not to be used as security protection.
4. Owners planning to be absent during the hurricane season, need to designate a person to take care of the unit in their absence. Owners must notify the property Management Company of the person who will be in charge and where that person can be reached.

### **Section 7 MAINTENANCE FEES**

1. The monthly maintenance assessment is due on the first (1) day of each month. *Your check must be payable to KENLAND POINTE II. Write your account number on the check.*
2. When a monthly payment has not been received by the 15th of the month, a reminder notice will be sent to the Unit Owner to the mailing address that appears on the records of the Association.
3. If the monthly payment has not been received by the last day of the month, a final notice will be sent to the Unit Owner and an *interest of 18% per year or 1.5% per month* will be charged for the delinquent month and every delinquent month thereafter.
4. If the monthly payment still has not been received, including the appropriate interest by the end of the second month, the Association's attorney will file a Claim of Lien against the property. All legal and administrative expenses incurred, including reasonable attorney's fees, interest, etc. will be added to the Unit Owner's account.
5. If a Claim of Lien is filed and has not been satisfied within 33 days, Foreclosure proceedings will be instituted.

### **Section 8 PARKING**

1. Parking is permitted only in the areas specifically designated for that purpose. Only one parking space per vehicle. Do not double park or block other cars. There is no assigned or reserved parking spaces. They are available on a first come first served basis.
2. Parking on the fire lane or driveways in front of the buildings will not be tolerated. Parking on the lawn is prohibited. Vehicles in violation will be towed away.
3. Parking is not permitted in Handicapped Parking spaces (painted in blue), except by permit only. Police will be called.
4. Mechanical work is not permitted on any vehicle on the condominium premises.
5. Commercial vehicles or trucks over 3/4 ton are not permitted to park overnight on the premises. Commercial vehicles are allowed only if engaged in actual loading or unloading of merchandise, groceries, children, etc.
6. Recreational vehicles (campers), mopeds, trailers and boats are not permitted to park at any time.
7. Towing of vehicles from the premises must be in accordance with County ordinances. Towing expenses are to be paid by the owner of the vehicle towed away. Contact property Management Company for assistance in towing.
8. Speed limit in the parking area is restricted to a maximum of 10 m.p.h.
9. Washing cars in the parking lot area is not permitted.

### **Section 9 PETS**

1. Unit Owners are financially responsible for any damage to the common areas caused by their pets.
2. Only one dog or pet weighing no more than 25 pounds is permitted in any apartment. Tenants are not permitted to have any pet.

**Section 10  
PLANTS**

- 1. Potted plants (natural and artificial) are permitted at the entrance door of the apartments, provided that:
  - A. Plants cannot obstruct any public walkway.
  - B. Natural plants cannot outgrow the pots or reach the ceiling.
  - C. Natural plants must have a catch basin underneath to prevent drainage of water, mildew or stain on floors.  
Potted plants placed outside without the basin will be removed.
  - D. Unit owners are responsible for the cost of repairing any damage caused by their plants.
  - E. During high winds or hurricane warnings, all plants must be removed and secured inside the units.
- 2. Potted plants (natural or artificial) are permitted on patios and balconies, provided that:
  - A. Natural plants cannot outgrow the pots or reach the ceiling.
  - B. Natural plants must have a catch basin underneath to prevent drainage of water, mildew or stain on floors.
  - C. Unit owners are responsible for the cost of repairing any damage caused by their plants.
  - D. During high winds or hurricane warnings, all plants must be removed and secured inside the units.
- 3. Planting trees, shrubs or vines on the ground of patios is restricted. Owners must file an Architectural Modification Request form and obtain written approval from the Board of Directors prior to the planting. Free forms are available on request to the property Management Company. Trees with extensive root systems (ficus, for example) are not permitted. Vines that grow on the exterior walls are not permitted.
- 4. Hanging baskets of natural plants must have a catch basin underneath to prevent drainage of water, mildew or stain on floors. Potted plants fixed or placed on the outside of the wood handrail of balconies are prohibited.

**Section 11  
RENTAL OR SALE OF UNITS**

- 1. Rental and sale of units is restricted. Unit Owners must apply and receive written approval of the Board of Directors to rent or sell the unit. Occupancy prior to approval is prohibited.
- 2. *A complete Credit and Police Report will be conducted on all new tenants and owners.*
- 3. The Application to Lease is composed of the following documents:
  - (a) Request for Approval of Rental. Owner must request the approval to lease the unit.
  - (b) Application for Occupancy. Prospective tenant must fill out all the information requested.
  - (c) Authorization for Release of Banking, Residence, Employment, Credit and Police Information.  
Prospective tenant must authorize the release of information.
  - (d) Receipt of Rules and Regulations. Owner must provide prospective tenant with all the Rules and Regulations pertaining to unit and the community and advise them of penalty for non-compliance. Owner and prospective tenant must sign the Receipt.
  - (e) Lease Addendum form. The addendum to the Lease attached to the application must be filled out completely by the owner and the new tenant.
- 4. The Application for Sale is composed of the following documents:
  - (a) Request for Approval of Sale. Owner must request the approval to sell the unit.
  - (b) Application for Occupancy. Prospective buyer must fill out all the information requested.
  - (c) Authorization for Release of Banking, Residence, Employment, Credit and Police Information.  
Prospective buyer must authorize the release of information.
- 5. Application to Lease or for Sale must be filled out completely. Applications will be returned and not processed if there are any questions not answered or left blank.
- 6. Owners must submit a completed sales or leasing application to the Association prior to the closing or moving date. The Board of Directors will then, within fourteen (14) days from the date of the Association's receipt of the completed application, either approve/disapprove the applicant or exercise the Association's right of first refusal.
- 7. Prospective buyers and tenants are advised that it is strictly prohibited to conduct or operate a business from any unit. Tenants are not permitted to have pets. Buyers are allowed to have one pet.
- 8. Tenants cannot sub-lease units or rooms.
- 9. Approved tenants and new owners should attend the next Board of Directors meeting after moving into the community.