

Rules and Regulations

The Board of Directors on November 16, 2015 approved the following amended Rules and Regulations in accordance with by-laws section 5, item (e). The rules and regulations shall be deemed in effect beginning November 12, 2016 and remain in effect until amended as approved by the by-laws of the association and shall be binding upon all unit owners. The Board of Directors may adopt new rules and regulations or amend or repeal previously adopted rules and regulations. Any waivers, consents or approvals given under these rules and regulations by the Board of Directors shall be recoverable at any time and shall not be considered as a waiver, consent or approval.

It is the responsibility of each unit owner to read and at all times obey said rules and regulations and shall see that they are obeyed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision.

Violation of these rules and regulations may subject the violator to any and all remedies available to the condominium association and other unit owners pursuant to the terms of the declaration of condominium, the articles of incorporation of the association, the by-laws of the association and Florida law. The condominium association may remedy violations by injunction or other legal means. They shall also be entitled to recover any and all court costs incurred, reasonable attorney's fees, and any fines levied against any person violating the rules and regulations or the declaration of condominium and any of the exhibits thereto.

- 1. REGISTRATION:** All residents of Lantana Oceanfront Condominium are responsible for registering their contact and vehicle information with the Management Company.
- 2. RIGHT TO ENTER IN AN EMERGENCY:** In case of an emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board or any other person authorized by it shall have the right to enter such dwelling for the purpose of remedying or abating the cause of such emergency, and such right to enter shall be immediate. The Association must retain a key to each unit. If locks are altered, replaced or added, the unit owner must provide the Association with the new key. Failure to comply makes the owner personally liable for all costs in the event of forced entry due to an emergency.
- 3. UNIT USE:** Units shall not be used for commercial or business purposes and shall only be used as residences, other than personal use home offices. With the exception of temporary guests, no more than two (2) persons per bedroom in a unit are permitted.
- 4. LEASES:** No unit may be leased for an initial term of less than six (6) months. If a unit is leased and the tenant or lessee vacates the Unit prior to the expiration of six (6) months, the Unit may not be occupied by another tenant or lessee within six (6) months from the date that the prior tenant or lessee initially occupied the unit. (Declaration of Condominium 16.7, amended 05/20/2003)
- 5. LEASE APPROVAL FEE:** Upon application to the Association to approve any lease of a unit, the approval fee required by the Declaration of Condominium (16.7) shall be seventy-five (\$75.00) dollars
- 6. CHILDREN:** Each unit owner shall be solely responsible for the actions and any damage

caused by their children or children visiting. Unit owners shall be responsible for and shall require their children and visiting children to comply with all rules and regulations concerning the recreational facilities. (Schedule A to by-laws, section 16)

- 7. GUESTS:** Lantana Oceanfront Condominium is a residential community therefore all facilities are for the primary use of all residents. Guests of residents are welcome, but are required to observe all rules and regulations the same as all residents, particularly those relative to recreational and common areas. Common areas include the following: the clubhouse and all its amenities, the pool and pool area, main building lobbies, catwalks and stairwells, parking for all of the above, and the common roadways.

 - A** Owners are responsible for any damage or defacing of property that they, their guests or their tenants may cause.
 - B.** Tenants and short-term guests who are granted use of a unit during the owner's absence must be registered in writing with the Management Company prior to them being granted access to common areas.

- 8. GUEST OCCUPANCY:** Temporary guests are permitted to reside in any unit so long as such guest does not create or cause an unreasonable source of noise, annoyance or disturbance to the other unit owners and residents of the condominium. All temporary guests shall be required to comply with all the rules and regulations of the condominium and other obligations created by the Declaration of Condominium (and its exhibits). Temporary guest status is limited to fourteen (14) consecutive days in any twelve (12) month period without the written approval of the Board. The Board reserves the right to expel any temporary guest who violates the foregoing requirements.

- 9. UNIT ENTRY:** Only one {1} front doormat and one {1} door decoration is allowed outside each unit entry. NO other personal items or furniture are permitted.

- 10. CLEANLINESS:**

 - A.** Unit exteriors shall be maintained in a clean and orderly manner, which will not be offensive to any other unit owner.
 - B.** No carpets, rugs or towels shall be shaken over balconies or hung from railings.
 - C.** Pool / beach supplies, shoes, towels, carts, bicycles, coolers and other personal items must be stored in the unit owner's garage or condo.
 - D.** Any spillage occurring in common areas (including lobby or elevator) must be wiped up IMMEDIATELY by the person(s) responsible for the spillage.
 - E.** No littering of trash such as cigarette butts, cups, cans, etc., on common areas is permitted

- 11. GARBAGE / RECYCLING:** Discard garbage / recycling between the hours of 9:00 a.m. – 10:00 p.m. ONLY as to not disturb adjacent bedrooms. All trash to be thrown down the garbage chute MUST be bagged, tied shut and able to fit down the chute without splitting the bag. NO LOOSE items allowed. All BOXES and large objects must be broken down and placed directly in the dumpster NOT forced into the chute. The recycling bins are to be used ONLY for materials acceptable to Waste Management for recycling, as posted in the trash rooms. Organic and other waste must not but placed in recycle bins.

- 12. LOBBIES AND ELEVATORS:** Bare feet, dripping bathing suits and dripping beach items are NOT ALLOWED in lobby or elevator areas. All lobby doors must be CLOSED AND LOCKED at all times.

- 13. WALKWAYS:** Sidewalks, entrance ways, passageways, vestibules and all other

portions of the common elements must at all times be kept free of obstruction and encumbrances and shall not at any time be used for any purpose other than ingress or egress. NOTHING shall be stored or kept in or upon such areas.

14. GARAGES:

- A. NO ONE may erect, remove, or modify any wall, partition, ceiling, or floor in garages. Nor shall any item project into the space of another owner.
- B. Garage door MUST be closed at all times when not occupied. No maintenance or repairs of autos or other vehicles is allowed on the property at any time.
- C. Appliances such as freezers and refrigerators are NOT permitted to be plugged into any outlet in the garage, this is a common area.
- D. Garages are for the primary purpose of parking automobiles. Storage in garages is allowed under the following conditions:
 - 1) storage does not violate another rule
 - b) does not violate local, state and federal law
 - c) does not block or impede middle or central aisle passage
 - d) is not suspended from or anchored to the ceiling or any common fixtures which are part of the building or its systems without prior written approval of the Board
 - e) provides sufficient space for the parking of an automobile within the confines of the affected garage
 - f) does not encroach into the area of adjacent garage bays
 - g) the watercraft is NOT motorized or on a trailer
- E. Owners may lease their garage, but only to other residents residing at Lantana who are required to follow the association rules on the subject property.

15. CONDUCT: No person shall engage in loud, boisterous or other disorderly, profane, indecent or unlawful conduct on any portion of the condominium property. Including, without limitation, inside the dwelling units, in any common area or community gathering which would interfere with the rights, comforts and convenience or otherwise disturb the peaceful enjoyment of Lantana by owners and guests.

16. NUISANCES: No unit owner shall make or permit any disturbing noise any place upon the condominium property by themselves, family, servants, employees/agents, visitors, lessees, or licensees, and not permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No automobile, motorcycle, television, radio or any sound equipment may be operated in such manner that the sound disturbs or annoys other occupants of the condominium.

17. PARKING:

- A. No parking of recreational vehicles, motor homes, trailers, boats, or trucks other than small non- work trucks used for transportation is permitted.
- B. Parking or driving on the grass is strictly prohibited.
- C. Parking areas per building:
 - 1) Building 1 Lot- located at the north end of Building 1 (26 spaces)
 - 2) Building 2 Lot - located between Buildings 1 & 2 plus two spots south of building near pool (21 spaces)
 - 3) Building 3 Lot- located between Buildings 3 & 4 (17 spaces)
 - 4) Building 4 Lot- located at the south end of Building 4 (22 spaces)
- D. Car washing is ONLY allowed in the first parking space north of the clubhouse, marked as the designated car wash area. Vehicle detailing is not allowed in this area. Any unattended vehicles parked in this area WILL BE TOWED at the owner's expense.
- E. No repairs of any motor vehicle shall be made on the property.
- F. Vehicles may be parked or left standing for very short periods of time for loading and unloading. Vehicles parked or standing outside of designated parking areas block access to garages and lobbies and may impede normal traffic flow. Residents must ensure that they

and the drivers of delivery vehicles promptly move the offending vehicle in response to others who are blocked.

18. DUNES: No trespassing on the dunes is permitted. This is a Florida State Law and violators will be reported. Damages caused to the dunes are a violation of state and federal statutes, which call for severe penalties including heavy fines. Any fines for which the Association may become liable due to damage caused by owners or lessees will be assessed against that unit owner.

19. PETS:

- A. Only pets expressly permitted by the Declaration of Condominium (16.2) are allowed. No more than two (2) pets, each not to exceed 30 pounds in weight, may be kept in a unit.
- B. Pets are NOT permitted on any part of the Common Elements except a balcony or terrace appurtenant to the unit of the animals except when they are leashed.
- C. Unit owners must pick up all solid wastes of their pets and dispose of such wastes appropriately.
- D. The Board shall have the right to require any pet be removed from the condominium property which causes any unreasonable amount of annoyance to any unit owner, or if these rules and regulations are violated with respect to the pet.
- E. Pets are not permitted in the pool area at any time.

20. RECREATIONAL FACILITIES: Use of the recreational facilities shall at all times be solely at the risk of the individuals involved. The Board shall regulate the use of the recreational facilities from time to time. Additional regulations shall include those that are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities and those that are deemed necessary and reasonable from time to time to insure the proper use of the facilities by all the members of the Association. Amended or additional Rules and Regulations shall be posted in a conspicuous place in the recreational facilities and it shall be the responsibility of the individual unit owners to apprise themselves, guests and tenants of any changes to the rules or regulations. Private use of the recreational facilities must be requested through the Management Company. Once the Board has granted permission, the user of the recreational facilities shall be responsible for leaving same in a clean and orderly manner and shall be responsible for any breakage and/or damage caused.

- A. Pool will be open daily from 8:00a.m. until 10:00 p.m.
- B. All persons using pool do so AT THEIR OWN RISK.
- C. Only four (6) guests per unit are allowed in the pool or pool area at one time.
- D. All gates leading into the pool area MUST BE LOCKED at all times.
- E. Dune crossover gate will be locked at ALL TIMES. NO climbing over, sitting or walking on the railing is allowed. Jumping over the gate is strictly prohibited.
- F. NO RUNNING, JUMPING, OR DIVING IS PERMITTED. NO floating objects other than those used as life preservers or worn for safety are permitted with the exception of the Styrofoam noodles that may be used for floatation ONLY! Floats, surfboards or boogie boards are NOT allowed in the pool.
- G. Running, boisterous conduct, unnecessary noise, ball or Frisbee throwing and splashing are NOT permitted in or around pool area.
- H. Personal earphones MUST BE used with any music played at the pool area so as not to disturb others.
- I. All persons MUST shower before entering the pool at all times. Suntan lotions, creams, gel, and oils must be completely removed before using the pool.
- J. Persons with infections or contagious health conditions, such as cold, fungus or other skin conditions including open sores or cuts will not use the pool. This is a health issue.
- K. Persons using pool furniture must provide their own towel to cover the furniture prior to using the furniture.

- L. NO towels, clothing nor any other items shall be hung over pool fencing or dune crossover railings.
- M. Beach sand and tar MUST BE REMOVED from feet, bathing suits, surfboards, and other items used on the beach before entering pool or pool area.
- N. Food in the pool area is restricted to the clubhouse and table areas. No food is allowed in the pool or within 15 feet of the pool. Drinks may be consumed in the pool area but glass containers of any kind are prohibited.
- O. All trash must be picked up and disposed of in proper receptacles.
- P. Children under the age of 15 must be accompanied and supervised by a responsible adult of 18 years or older.
- Q. Children in diapers MUST wear diapers specifically designed for pool use. Soiled diapers MUST be sealed in plastic bags and disposed of in the garbage dumpster, NOT in refuse cans in pool area or clubhouse.
- R. The first floor of the clubhouse may be used by residents, 18 years or older, during pool hours. Children, 17 years or younger, MUST be accompanied by an adult.
- S. Persons with dripping bathing suits are NOT permitted in the clubhouse.
- T. The clubhouse is for the use of all properly registered residents of Lantana Oceanfront Condominium.
- U. The pool MAY NOT be reserved for private parties.
- V. The second floor of the clubhouse is to be used:
 - 1) By residents for private functions with prior reservations.
 - 2) For Board/Management functions.
 - 3) For unit owners & guests accompanied by those owners.
- W. Activities sponsored by Lantana Oceanfront Condominium Association, Inc. shall have precedence over private use of the clubhouse. However, unit owners may have private use, subject to the following conditions:
 - 1) Private use shall mean any function not open to all residents.
 - 2) No private function shall be a for-profit function.
 - 3) Unit owners requesting private use of the clubhouse must limit attendance to thirty (30) persons. Applications for private use must be made in writing in advance to the Management Company, and notice must be posted on the bulletin board at least seven (7) days before function.
 - 4) Any owner reserving the clubhouse for private use must leave a \$150.00 refundable deposit when making the reservation.
 - 5) Clean up must be completed following the function. If the clean-up is not properly completed, the Board is authorized to hire help to achieve proper clean up with the cost paid for from the deposit.
 - 6) Outside groups or organizations are not permitted use of the Clubhouse unless allowed by the Board.

21. HURRICANE PREPARATION: Each unit owner who plans to be absent from the unit during the hurricane season must prepare the unit prior to their departure by:

- A. Removing all furniture, plants, and other movable objects from the exterior portion of the unit.
- B. Designating a responsible firm or individual to care for the unit should the unit suffer hurricane damage and furnish the Board, or person designated by the Board for such purpose with the name of said firm or individual.
- C. Any unit owner failing to make hurricane preparation or making improper preparation shall be held responsible for any damage done to the property of other unit owners, and/or to the common elements resulting from such failure.
- D. Close and secure hurricane shutters.

22. EXTERIOR APPEARANCE: No improvements or alterations may be made or placed upon the exterior of any unit or any common element of the condominium without the prior

written consent of the Board.

- 23. DAMAGE TO COMMON ELEMENTS:** The cost of repairing damage to common elements, including but not limited to the condominium buildings and landscaped areas, caused by unit owners, guests, tenants and contractors or invitees, shall be the sole responsibility of such unit owner.
- 24. ALTERATION / STRUCTURAL MODIFICATION:** No unit owner, guest, tenant or contractor shall make any alteration or addition to the common elements or limited common elements, or to the exterior of their unit, or any structural modification to the unit, without the consent of the Board.
- 25. AIR-CONDITIONING:** Replacement AC Equipment is required to conform to the original equipment size which was based on the square feet of the unit. Azalia-2.5 Ton, Gardenia-and Legustrum 3. Ton and Lantana 4.0 Ton. No heat pumps, new wiring, or piping may be installed from the roof to the unit without approval. Any AC repair or replacement requiring roof access must be coordinated through Association Management and conform to current AC guideline and procedures.
- 26. ANTENNAS AND WIRING:** No antennas, aerials or wiring may be placed or installed on the exterior of a building or unit without the written consent of the Board.
- 27. GUNS:** No firearms, including fireworks, to be discharged on any portion of the condominium property, including the common areas and units, except as might be permitted in the *event* of an emergency pursuant to the applicable laws of the State of Florida. Guns for this purpose shall include, but not limited to rifles, shotguns, pistols, dart guns, air guns and sling shots.
- 28. FLAMMABLE MATERIAL:**
- A. No flammable, explosive fluid, compressed gases or hazardous chemical substance shall be kept within any portion of the condominium property, including, without limitation, in any unit, storage area or common element area, except as required for normal household use.
 - B. Charcoal grills are prohibited.
- 29. PLANTINGS:** No unit owner shall install any trees, shrubbery, flowers or other landscaping on the exterior of any condominium property. No unit owner shall *remove* or alter any such landscaping installed by the Association.
- 30. PEST CONTROL:** The association provides pest control by an outside barrier system. Any resident experiencing a problem within their unit must call the Management Company and arrange for a special internal treatment of their unit.
- 31. SOLICITATIONS:** There shall be no solicitation permitted by any persons anywhere in or about the condominium whatsoever, unless specifically authorized in advance by the Board.
- 32. ASSOCIATION EMPLOYEES / CONTRACTORS:** No unit owner or member of their family or guest shall give verbal orders or instruction to Association employees or contractors. For this purpose, Work Orders are to be called in or emailed to the Management Company at the phone number or email provided on the contact sheet in the building lobbies. Unit owners and tenants are not allowed to contract with association employees or contractors for private tasks unless part of a program affecting all units and approved by the Board of Directors.

- 33. DELIVERIES:** The Association shall not be responsible for theft, conversion, disappearance, loss or damage of items received from or for an owner, even though such an occurrence may be through the negligence or willful act of the employees of the Association. All parties intended to be the recipient of items so delivered assume all risks.
- 34. SERVICE PEOPLE:** No unit owner shall permit any service people, whether for purpose of maintenance repair, replacement or improvement to work in their unit on major holidays, before 8:00 a.m. or after 5:00p.m., except in cases of emergencies.
- 35. NOISE:** Residents are expected to be courteous to their neighbors' quiet enjoyment of their homes by limiting noise from televisions, radios, stereos, etc., and not yelling or talking loudly in outside areas, including balconies, especially after 10:00 p.m.
- 36. ROOF:** The roof area is only to be accessed by authorized personnel. Contact the Management Company to schedule access if required.
- 37. PLUMBING AND ELECTRICAL:** Waste closets and other plumbing shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be deposited down the drains. Electrical outlets and electrical wiring shall not be overburdened. Total of all maintenance, repairs and replacements connected with any misuse of plumbing and/or electrical installations shall be the responsibility of and paid by the owner.
- 38. VEHICULAR AND PEDESTRIAN TRAFFIC:** All vehicular and pedestrian traffic operating within the condominium property shall comply with the controlling government laws. All such traffic shall obey any traffic signs, and other equipment employed for the purpose of traffic control. Unless otherwise posted, vehicular traffic shall adhere to a maximum speed limited to 5 mph.
- 39. WHEELED VEHICLES:** No unit shall permit wheeled vehicles, including but not limited to bicycles, mopeds, skateboards, carriages and shopping carts to be used in a manner that would interfere with vehicular and pedestrian traffic upon the condominium property.
- 40. SIGNS:** Temporary standard real estate signage not exceed four (4) signs including flags and balloons to show units for open houses in Lantana will be permitted to be displayed on the property on the day of the open house only. The signage cannot be placed in any area where it may cause an obstruction and it must be removable. The signs need to be removed daily at the completion of the open house. And any damage caused as a result of the signage will be the responsibility of the unit owner.
- 41. INSURANCE RATES:** No unit owner shall permit or suffer anything to be done or kept in their unit, which will increase the rate of insurance on the condominium property.
- 42. COMPLAINTS:** All complaints of unit owners shall be made in writing and delivered to the Association's Management Company.
- 43. FINES:** The Board of Directors has the power to impose fines for violations of these rules and regulations per by-laws section 5, item (n) and section 20.

44. CHANGES TO RULES: Any owner, who wishes to submit changes to the rules and regulations for consideration, must submit a written and signed request to the Board of Directors. Oral requests will not be considered.

45. ADHERENCE TO RULES AND REGULATIONS:

A. COSTS: The Association may commence an action to enforce performance on the part of the Unit Owner and to require the Unit Owner to correct such failures. All costs incurred in enforcement of these Rules & Regulations, such as, but not limited to court costs, legal fees, towing and storage charges etc., shall be payable by the Unit Owner upon which such violation occurs or by the Unit Owner who rents or makes his unit available to a guest who violates these rules. The Association may itself perform any act or work required to correct such failures and may assess the Unit Owner with all reasonable costs incurred, plus a service charge equal to 10% (ten percent) of such costs. Said charges shall constitute a lien against the unit.

B. PROCEDURE FOR NOTIFICATION OF VIOLATIONS:

1) At no time shall any Unit Owner act as an enforcer of these Rules & Regulations. Powers of enforcement lie solely with the Board of Directors. However, each unit owner shares responsibility to report any violations of these rules to the Board / Management Company.

2) An owner or representative of Management may courteously and tactfully advise and call attention to any violation they observe.

3) Whenever a violation by a resident, guest or lessee is brought to the attention of the Board /

Management Company it must be:

a) In written form with a signature. Including photographic evidence if possible.

b) It may be submitted by mail, fax, or email. That contact information is posted on each of the lobby bulletin boards.

C. VIOLATION PROCEDURE:

1) A Rules and Regulations violation is found or reported.

2) A first notice of violation is mailed via first class mail to the unit owner and registered renter (if applicable).

3) Violations will have reasonable cure and remedy periods that vary with the type of infraction. Violations such as, but not limited to, leasing, parking or common area infractions will have immediate or daily cure periods.

4) The Management Company will re-inspect for the violation after the provided cure period has expired.

5) If not resolved, a second notice of violation is mailed via first class mail to the unit owner and registered renter (if applicable).

6) The cure and remedy period from above will apply.

7) The Association or its Agent will re-inspect for the violation after the provided cure period has expired.

8) If still not resolved, the Board of Directors, at a duly called Board of Directors meeting, will decide on a fine amount for the violation.

9) Once the Board of Directors makes their decision on a fine, the hearing committee will call a meeting where the owner will be able to attend and give a reason why they have not complied with the violation. A notice of the hearing outlining the infractions and fine amount will be mailed to the unit owner and must be received by the unit owner fourteen (14) days in advance of the hearing.

10) Fines may be up to \$100 per occurrence, and may be levied on a per day basis of a continuing violation not to exceed \$1,000 in the aggregate per occurrence. (Schedule A to by-laws, item 20)

11) After the infractions hearing, the Infractions Committee will reply, in writing, to the unit owner and Board of Directors within twenty-one (21) days on their decision. If a fine is still levied, the unit owner must then pay that fine within 30 days. (Schedule A to by-laws, item 20 (b))