

Rules and Regulations

Schedule A to the By-Laws

The Board of Directors on September 22, 2022 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 1, 2022 (after a 30 day review by the Owners pursuant to By-Laws section 13), and shall be binding upon all unit owners. 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. The governing documents for the Association, containing applicable rules, regulations, restrictions, policies and procedures, are contained: this document, the by-laws, the Policies and Procedures documents on the Association website, the Declaration of Condominium (Declaration), and when not specified therein, then the Florida State Condominium Act (Section 718). By the process that created the above documents, all owners have agreed to the contents therein, and are required to read and share all the referenced documents with their lessee's and guests. The Association Board is expected to enforce these rules and regulations in an unbiased fashion using their best collective judgement.

1. **COMPLIANCE:** Per Declaration of Condominium Section 24.9, Each unit owner, by reason of having acquired ownership, and each occupant (family member, guest, lessee, etc.) of a Unit, by reason of occupancy, shall be deemed to have acknowledged and agreed that all the provisions of these Rules and Regulations are fair and reasonable in all material respects. However, the Board does recommend that all owners read and share these with all current and future occupants of their unit. Section 18 of the Declaration of Condominium specifies important compliance and default rules that apply to all owners and occupants. Unit owners are held responsible for their lessee's and guests, including but not limited to damage caused by, or violations from their lessee's and guests.
2. **RIGHT TO ENTER A UNIT:** Per Declaration 10.1.1 the Board has a right to have access to any unit. The Association must retain a physical key to each unit. Electronic codes are not sufficient. 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. **REGISTRATION:** No unit owner, lessee, or guest in the absence of the owner, may reside at Lantana Condominium unless they provide contact (address, email and phone) and vehicle (make/model, license) information to the Management Company prior to occupancy. Owners must register the occupancy dates of unattended Guests in addition to the above information. In addition to using US Mail, the use of electronic means such as email, or online websites is encouraged.
 - A. **OWNER RESPONSIBLE:** Each unit owner shall be solely responsible for the actions and any damage caused by their occupants, tenants, guests, or visitors. Unit owners shall likewise be responsible for and shall require that all their occupants, tenants, guests and visitors comply with all rules and regulations contained in the governing documents of the Association.
 - B. **PETS:** Pet regulations are defined in section 16.2 of the Declaration of Condominium. In addition:
 1. The Association complies with the Fair Housing Act and any other pertinent statutes in the treatment of Service and Emotional Support Animals.
 2. All pets must be registered with the Management Company. (Breed, age, and weight)
 3. Per County Health and other Regulations pets are not permitted in the pool area, dune area, or on the beach, at any time.
 - C. **GUESTS:** The Declaration section 16.1 addresses occupancy. Guests (other than family) are limited to fourteen (14) consecutive days in any twelve (12) month period. The Board reserves the right to expel any guest who violates the governing documents of the Association.
5. **CONDUCT:** Declaration of Condominium Sections 16.5 and 16.6 restricts nuisances and improper uses. In addition:
 - A. No occupant shall make or permit any disturbing noise any place upon the condominium property by themselves, family, servants, employees/agents, visitors, lessees, licensees, or pets and not permit anything by such persons that will interfere with the rights, comforts or convenience of other occupants. 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.
 - B. **NOISE:** Residents are expected to be courteous to their neighbors' quiet enjoyment of their homes by limiting all noise after 10:00 p.m.
 - C. **SERVICE PEOPLE:** No unit owner shall permit any service people or contractors, whether for purpose of maintenance repair, replacement or improvement to work in their unit on weekends, or major holidays, or

before 8:00 a.m. or after 5:00p.m., except in cases of emergencies.

6. **UNIT USE:** Refer to Declaration of Condominium sections 16.1 and 16.5 regarding occupancy and unit use. Units may be used as a home office for business purposes that do not utilize common resources for the benefit of the enterprise. This would include, but not be limited to, vehicular or pedestrian traffic, deliveries or shipping from the condominium property, or use of the clubhouse or other common facility. ..
7. **LEASES:** Declaration of Condominium Section 16.7 (as amended in 2009) restricts leases. Owners shall be responsible for any damages caused by or violations occurring from activities of the tenants. In addition:
 - A. Lease Application/Fee: The Lantana Lease Addendum must be filled out and signed by the owner and Lessee. It must include a criminal and financial background check. The addendum and application fee (determined by the Association) shall be submitted to the Property Management Company, and be approved by the Association Board, before the lessee occupies the unit.
 - B. 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.
8. **UNIT APPEARANCE AND ALTERATION:** Declaration of Condominium sections 9.1, 16.3 and 16.8 restrict alterations, modifications, and landscaping. In addition:
 - A. All remodeling, modifications, or alterations require Board approval, which begins with submitting an Architectural Modification Application (AMA) to the Architectural Review Committee (ARC).
 - B. Drilling into the ceilings or floors is specifically not allowed, as it may damage the Post Tension cables.
 - C. Only one {1} front doormat and one {1} door decoration is allowed outside each unit entry. NO other personal items or furniture are permitted.
 - D. Unit exteriors shall be maintained in a clean and orderly manner, which will not be offensive to any other unit owner.
 - E. No carpets, rugs or towels shall be shaken over balconies or hung from railings.
 - F. Pool/beach supplies, shoes, towels, carts, bicycles, coolers and other personal items must be stored in the unit owner's garage or condo.
 - G. 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.
 - H. Owner Lock boxes shall not be attached to any part of the common property. For the purpose of Real Estate sales, a lock box can be placed on the exterior handle of the unit's entrance door, or in the nearest stairwell.
9. **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-(units 03/04): 2.5 Ton, Gardenia-and Legustrum (units 02/05 , ground floor 01/06): 3.0 Ton and Lantana (above ground units 01/06): 4.0 Ton. No heat pumps, new wiring, or piping may be installed from the roof to the unit without approval. Roof AC units and their electrical boxes shall be marked with the unit number, and shall be maintained in good condition and be redundantly secured (as defined on the Lantana Website) such that they are not hazardous during hurricane force winds. Any AC repair or replacement requiring roof access must be coordinated through Association Management and conform to current AC guideline and procedures that are posted on the Lantana website.
10. **ELECTRONIC VEHICLES and CHARGERS:** EV owners shall comply with the Association Policies and Procedures for EVs and EVSEs..
11. **GUNS:** No firearms, including fireworks are 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, shot-guns, pistols, dart guns, air guns and sling shots.
12. **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. Pursuant to the Florida Fire Prevention Code the use of grills with open flames (i.e., charcoal, gas, propane) is prohibited on patios or balconies with ceilings.
11. **INSURANCE RATES:** No unit owner shall permit or suffer anything to be done or kept in their unit or garage bay, which will increase the rate of insurance on the condominium property.
12. **HURRICANE PREPARATION:** Residents will familiarize themselves with the Lantana Hurricane Plan and follow it to ensure the safety and security of the community. Each unit owner who plans to be absent from the unit during the hurricane season must prepare the unit prior to their departure according to the hurricane plan.
13. **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.
 - C. Simple vehicle maintenance by the owner is allowed. "Simple" is defined as less than 1 hour in duration and requiring no power tools, jacks or draining of liquids. Vendor maintenance is limited to work done in an unassigned parking space.
 - D. While the short-term use of an electrical outlet for a device such as a vacuum cleaner is permitted, appliances such as freezers/refrigerators, electrical bicycles, and battery charging devices are not permitted to be plugged into any outlet in the garage as it is serviced by common electricity.
 - E. 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
 - 2) does not violate local, state and federal law
 - 3) does not block or impede middle or central aisle passage
 - 4) 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
 - 5) provides sufficient space for the parking of an automobile within the confines of the affected garage
 - 6) does not encroach into the area of adjacent garage bays
 - 7) the watercraft is NOT motorized or on a trailer.
14. **PARKING:** Declaration of Condominium Section 16.14 restricts parking. In addition:
- A. Parking or driving on the grass is strictly prohibited.
 - B. Resident and guest parking is designated by 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)
 - C. 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.
 - D. Vendor maintenance is limited to work done in an unassigned parking space. Vendor Maintenance beyond 2 hour in duration requires approval from the BOD.
 - E. 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, service personnel and contractors promptly move the offending vehicle in response to others who are blocked.
 - F. Owners must obtain approval from the Board of Directors prior to placement of dumpsters, moving vans or trailers on Lantana property. These will be allowed only in the end parking lots and for specific short term duration.
15. **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.
- A. **WHEELED VEHICLES:** No resident 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.
16. **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.
- A. **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.
 - B. **DELIVERIES:** The Association shall not be responsible for theft, conversion, disappearance, loss or damage of items received from or for an owner. All parties intended to be the recipient of items so delivered assume all risks.
 - C. **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.
 - D. **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 recycle bins or dumpsters appropriately, not forced into the chute. The recycling bins are to be used only for materials acceptable for recycling, as posted in the trash rooms.

- 1) Any spillage occurring in common areas (including lobby or elevator) must be wiped up IMMEDIATELY by the person(s) responsible for the spillage.
- 2) No littering of trash such as cigarette butts, cups, cans, etc., on common areas is permitted
- E. **PLANTINGS:** No unit owner shall install any plants, trees, shrubbery, flowers or other landscaping external to their unit without prior approval of the Association Board. No unit owner shall *remove* or alter any such landscaping installed by the Association.
- F. **PEST CONTROL:** The association provides pest control by an outside barrier system. Any resident experiencing a problem within their unit must notify the Management Company and personally arrange for a special internal treatment of their unit.
- G. **ROOF:** The roof area is only to be accessed by authorized personnel. Contact the Management Company to schedule access if required.
- H. **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.
- I. **SIGNS:** No signs are allowed on the property, except for temporary standard real estate signage not to exceed four (4) signs including flags and 12-inch 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. No common power can be used, and no normally locked doors can be left open, during open-house real estate events.
- J. **COMMON FURNISHINGS:** Furnishings and equipment (such as chairs, tables, tools, decorations, etc.) shall not be removed from common property without Association permission.
17. **DUNES:** No trespassing on the dunes is permitted. This is a Florida State Law and violators will be reported and subject to fines.
 - A. Dune crossover gate will be locked at all times.
 - B. 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. No climbing over, sitting or walking on the railing is allowed. Jumping over the gate is strictly prohibited.
18. **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. The clubhouse is for the use of all properly registered residents of Lantana Oceanfront Condominium.
 - B. The first floor of the clubhouse may be used by residents, 18 years or older. Children, 17 years or younger, must be accompanied by an adult.
 - C. Persons with dripping bathing suits are not permitted in the clubhouse.
 - D. The second floor of the clubhouse is to be used:
 - 1) For Board/Management functions.
 - 2) By residents for private functions with prior reservations.
 - 3) For unit owners & guests accompanied by those owners.
 - E. 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.
 - 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 with the Property Management company 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 from the deposit.
 - 6) Outside groups or organizations are not permitted use of the Clubhouse unless allowed by the Board.
- F. All persons using pool do so AT THEIR OWN RISK.
 - G. Pool hours are determined by the Department of Health and are posted at the pool. For reference: dawn means 30 minutes after sunrise, and dusk means 30 minutes before sunset.
 - H. All gates leading into the pool area must be locked at all times.
 - I. Running, boisterous conduct, excessive noise, ball or Frisbee throwing and nuisance splashing are not permitted in or around pool area.
 - J. Personal earphones must be used with any music played at the pool area so as not to disturb neighbors or others in the pool area.
 - K. Persons using pool furniture must provide their own towel to cover the furniture prior to using the furniture. Chairs should be wiped down after use to remove oils and lotions. All furniture must remain in the pool area at all times.
 - L. No towels, clothing nor any other items shall be hung over pool fencing or dune crossover railings.
 - M. Food in the pool area is restricted to the clubhouse and at pool tables. No food is allowed in the pool. Drinks may be consumed in the pool area but glass containers of any kind are prohibited.
 - N. All trash must be picked up and disposed of in proper receptacles.
 - O. The pool may not be reserved for private parties.
 - P. Only eight (8) guests per unit are allowed in the pool or pool area at one time. If the pool is crowded, honor the pool capacity limitations.
 - Q. NO 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.
 - R. All persons must shower before entering the pool at all times.
 - S. Persons with infections or contagious health conditions, such as cold, fungus or other skin conditions including open sores or cuts shall not use the pool. This is a health issue.
 - T. There are no lifeguards in the pool area. All those who enter the pool area do so at their own risk. For their own safety, children under the age of 12, and those not proficient at swimming, must be accompanied and supervised, when in the pool area by a responsible adult of 18 years or older, or a proficient swimmer.
 - U. Anyone in need of diapers must wear diapers specifically designed for pool use and abide by the rules of the Fair Housing Act. Soiled diapers must be sealed in plastic bags and disposed in the garbage dumpster, not in refuse cans in pool area or clubhouse.
19. **ASSOCIATION EMPLOYEES / CONTRACTORS:** No unit owner, resident 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 submitted in accordance with the process 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.
 20. **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.
 21. **COMPLAINTS:** All complaints of unit owners shall be made in writing and delivered to the Association's Management Company.
 22. **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).
 23. **ADHERENCE TO RULES AND REGULATIONS:**
 - A. COST RECOVERY: Section 18 of the Declaration of Condominium specifies liabilities and cost recovery for

any violation of the governing documents. 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 VIOLATIONS:

- 1) An owner or representative of Management may courteously and tactfully remind other owners of these rules and regulations when they see them violating a rule. However, 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. Each unit owner shares responsibility to report any violations of these rules to the Board / Management Company.
- 2) 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 identification and contact information of the witnessing resident - 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) Once a violation of the governing documents is verified, the Association may pursue remedy, including but not limited to levying fines, in accordance with Florida Statute 718.303 .
- 2) At the discretion of the Association Board, an appropriate remedy period may be allocated, during which the violator may remedy the cause of the violation to avoid any punitive remedy from the Association Board.

24. **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.