

Lands of the President 8A Condominium Association Inc.
Rules and Regulations

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**THE LANDS OF THE PRESIDENT CONDOMINIUM 8A ASSOCIATION INC.
2950 PRESIDENTIAL WAY
WEST PALM BEACH, FLORIDA 33401**

RULES AND REGULATIONS

To: All Condominium apartment owners, occupants, present and future at the Lands of the President Condominium 8-A Association, located at Presidential Way, West Palm Beach, Florida 33401.

I. GENERAL INFORMATION

1. Rules and Regulations, as amended, as well as additions thereof are set out herein. These were approved and duly adopted by the Board of Directors of the Lands of the President Condominium 8-A Association, Inc. (hereafter referred to as the Association), on November 4, 2025. They are supplemental to the Governing Documents of the Association, which include The Declaration of Condominium, Articles of Incorporation and Bylaws as amended from time to time.

2. The Association offers a regulated lifestyle, one which creates a pride of ownership and a benefit to the community. It is intended for your quiet enjoyment. It is solely for the use of unit owners their guests and their lessees, when approved by separate action by the Board of Directors (hereafter referred to as the Board).

3. Unit Owners should familiarize themselves with the following rules, as well as the Condominium Documents. It is the responsibility of each owner to inform guests and their lessees of all rules and regulations. Owners should make this document available to them and demand compliance.

4. Revisions to these rules may be made by the Board in their discretion at a properly noticed meeting. Changes to the rules must be in writing and furnished to each owner or provided on the Association's website. Suggestions for changes or other matters requiring action should be submitted to the Board in writing. The Board is responsible for enforcing the rules; however, any owner may "as a good neighbor" politely call attention to rule infractions, either to the rule violator or in writing to the Board.

5. Owner Contact Information

It is the Owner(s) responsibility to notify in writing or via email the Association's Management company of changes to the Owner(s):

- a) Primary mailing address on file
- b) Email addresses on file
- c) Phone numbers (home, mobile, work) on file
- d) Any emergency contact information on file

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This ensures that important information regarding meeting notices, financial updates, community news, developments, emergency situations, and other changes within the community reach 100% of the Owners in a timely fashion. Failure to do so, could result in Owner(s) not receiving critical information regarding their real estate investment.

II. RULE ENFORCEMENT

1. The Board asks and expects full cooperation in the observance of these rules. The Condominium Act, Declaration of Condominium, Bylaws and Articles of Incorporation specifically authorize such restrictions and the courts have commented on their necessity. Their purpose is to make the Association a pleasant place in which to live, one that will preserve and protect the property and its inhabitants. No regimentation is intended. Condominiums throughout the State routinely use rule booklets to administer the affairs of the condominium. It is for the benefit of the owners that this document is published.

2. Observance of these rules is incumbent upon each owner. They are responsible for their own behavior and that of their guests, lessees and employees and invitees (housekeepers, cleaners, repairmen and the like). Violations will be called to the attention of the violating owner or other person, for whom he is responsible, who is committing the act. Disagreements concerning violations will be presented to and judged by the Board. If the conduct, determined by the Board to be a violation does not cease and desist upon prior notification in writing to the owner, then proper legal action, including fining, injunction or suit for damages, through due legal process may be instituted in accordance with the provisions of the Condominium Act, Florida Statute Chapter 718.

3. All attorneys' fees, including prior to litigation, litigation and post litigation, filing fees, and other costs incurred in seeking compliance with these rules shall be paid by the violating owner or tenant. Said fees and costs shall constitute a lien against the unit, and shall be subject to collection as provided in the Declaration for the collection of delinquent assessments, including by lien and foreclosure, and other expenses incident to the enforcement of these rules by the institution of legal proceedings shall be paid by the violating owner. Acceptance of the warranty deed from seller to buyer shall be considered due notice of compliance with these rules. Their disregard can lead to liens and foreclosure.

4. It is the official duty of Board members to admonish violations whenever they observe any departure from these Rules and Regulations. They are fully empowered by the Florida Condominium Act and the Governing Documents of the Association to enforce same. They were elected to establish and maintain control over all condominium matters. Anyone who accepts office on the Board should make this a firm resolve.

5. Please be advised that all surrounding areas in the community are under camera surveillance and Owners or Lessees should be aware that violators to our Declaration, Articles, Bylaws and Rules and Regulations will be held accountable and fines may be imposed on Owners as a result of behavior which is inconsistent with Association documents.

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III. UNIT RESTRICTIONS

1. Condominium units are for residential use only. Each of the units shall be occupied by an owner(s) and members of their immediate family (as below defined), their employees, invitees and guests or approved tenants. Persons who are not proficient swimmers may not use the pool without adult supervision.

2. The condominium units (apartments) shall be used as single family residence only except, with the permission of the Condominium Association. Each unit is restricted to single family residential use as a residence by the owner permitted and/or approved occupant(s) thereof pursuant to the provisions of this Declaration and their temporary guests and invitees. Temporary guest occupancy shall be defined as stated below and by Rules and Regulations adopted and amended by the Board of Directors from time to time. There shall not be permitted the rental of rooms. "Single family" shall mean up to two (2) unrelated individuals living as a single integrated economic housekeeping unit, or more than two (2) persons related as spouse (or cohabitating partners), parent, grandparent, stepparent, child, adopted child of parent, foster child/children, grandchild, sibling, half-brother or half-sister living as a single integrated economic housekeeping unit. Notwithstanding the foregoing, in no event shall any unit be permanently occupied by more than two (2) persons per bedroom or the number of persons the United States Department of Housing and Urban Development ("HUD") (or a successor agency thereto) permits occupancy to be restricted, from time to time, without the restriction being considered discriminatory against familial status, whichever is greater. In the absence of a HUD standard or regulation, no unit shall be permanently occupied by more than two (2) persons per bedroom and any room(s) in the unit (such as a living room, dining room, etc.) be converted to a sleeping area shall not be considered a "bedroom" for purposes of the above occupancy restriction unless otherwise provided by applicable law from time to time. Single family residence applies to occupancy. More than one family is entitled to purchase the unit together, but the occupancy must be by only a single family at a time. Permanent occupancy shall follow HUD guidelines, as amended from time to time. Additionally, occupancy by guests, as provided for hereinabove, shall be limited. Any guest occupying the unit for a period of more than thirty (30) days cumulatively in any calendar year shall be subject to screening in the same manner as a tenant as provided in Article XIV of the Declaration. No guest occupancy will be permitted in the absence of the owner, except by members of the owner's immediate family, falling within the definition of single family as set forth above. Except for those members of the owner's immediate family and those who reside with the owner full-time, guest occupancy in the absence of the owner shall be limited to a maximum of thirty (30) days cumulatively for all such guest occupancy in any calendar year.

3. No individual shall be permitted to play or loiter in the hallways, stairways, elevators, walkways, driveways, parking areas or any other common area.

4. Smoking is allowed in the Unit and on balconies and patios. Smoking or vaping of any kind is prohibited in all Common Areas, including Catwalks and the Pool Area.

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5. Balconies – Storage is not allowed on the balconies. Towels are not to be dried (use your dryer) and rugs cannot be placed on the floor as they destroy the concrete. Only chairs, tables and plants are allowed on balconies and patios. No storage sheds, refrigerators, grills, etc., or any other type of item(s) are allowed on patios and balconies.

6. Grills – State Law prohibits the use of propane or charcoal cook stoves or grills on any portion of the condo property. If they are used, the Fire Department will be called immediately. Use or storage of outdoor grills is prohibited. This restriction includes all grills, such as electric, propane, wood, gas, or any other type, due to City fire regulations, Fire Marshall and Association insurance restrictions. This activity releases carbon monoxide gases and are potential fire hazards.

7. Noise – There can be no loud noise before 8:00 AM or after 10:00 PM that can annoy your neighbors. This includes radios, TV’s, washers or dryers.

8. Shopping Carts – These are provided for unit owners to get foodstuff up to their unit. They are to be returned to the storage area immediately after you have unloaded them. They CANNOT be left in the elevator because several people have been hurt.

9. Grills and Generators Are Strictly Forbidden - Please be considerate of your neighbors. Violation of the above rules has caused many complaints in the last few months.

10. Furniture - Unwanted furniture, mattresses, box springs, appliances, doors, etc. should not be left in the trash room. You must make arrangements for removal of the old items. The trash collectors will not pick up these materials. If it is left in the trash room, the Association must pay to have it removed. If this happens the charge will be passed on to the unit owner.

11. Limit the use of kitchen appliances that make noise (washers/dryers and garbage disposals) so as not to disturb neighbors who may be sleeping. Reasonable hours for such usage would be 8:00 AM until 10:00 PM.

12. No installation, repair or maintenance work requiring hammering or drilling, sawing or other similar noise-making shall be permitted after 10:00 PM or before 8:00 AM and at no time on Sundays or holidays. Entrance doors, interior doors and cabinet doors shall be closed with care to make the least possible noise. Self-adhering felt pads are available at hardware stores for easy installation by owners.

13. Air conditioning units, water heaters and water supplied appliances are the responsibility of the owner. Damage(s) to neighboring units due to faulty appliances are the responsibility of the owner whose appliance malfunctioned. They should be serviced at regular intervals to ensure proper operation and prevent damage to other units. This is singularly directed toward upper story owners. The Association strongly suggests that water heaters be replaced every 10 to 12 years to prevent potential leakage issues.

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14. Any unit that is vacant for seven (7) days or more MUST shut off the water valve to the unit. This valve is located in the hot water closet. Air conditioner must be left on but can be set at 80 degrees. This is to prevent dangerous mold if any moisture is in the unit.

15. The Condominium Association, its officers, directors, agent and employees, shall at all times have the right to enter the condominium units at reasonable times for the purpose of inspecting the common elements, gaining access to the common elements, or making repairs or otherwise maintaining the condominium property, or to abate emergency situations which threaten damage to the Condominium property or any of it. Owner or lessee shall notify GRS, our management company, on-site staff maintenance, or a Board member if they intend to leave the Unit unoccupied for thirty (30) days or more. Owners and/or tenants must provide the Association with a key for entry into the unit or the combination lock or an emergency contact person who has this access or the Association is allowed to break into the unit and charge the cost to the owner or occupant. The Board is allowed to check on the unit if the unit is left unoccupied after thirty (30) days to verify that the water has been turned off to prevent water damage to adjacent units. A note will be left in the unit stating the date of entry and status of the water shut off findings. If an owner fails to pay for all damages and repairs resulting from any water damage to another unit, then the Association will pay for all repairs and place a lien in the full amount of the damages and repairs upon the unit owner responsible for the damages. Any water leaks or damage to an owner's unit or any other unit caused by their own water heaters, dishwashers, showers, tubs, garbage disposals, washing machines, or any fixtures attached to these appliances, or damage caused by their own negligence, is the owner's responsibility.

IV. SALES, LEASES AND GRATUITOUS LENDING OF CONDOMINIUM UNITS

1. Rental Guidelines

A. There is a rental cap of twenty-one (21) units annually for annual rentals, but no cap on seasonal rentals, which are defined as six (6) months or less. A Waitlist will be established if the rental cap is reached. For more information, please contact GRS, or current management company. There cannot be two leases in effect at the same time for the same Unit. Only one lease per unit is permitted.

B. Current tenants are allowed to renew upon approval, provided no lapse has occurred in the rental period. If a lapse has occurred between the end date and the next start date, this Owner/tenant may be required to be placed on the Waitlist and will be unable to rent the Unit, if a Waitlist exists as a result of the rental cap being met.

C. Any deposit funds required will be held in an Escrow Account as specified by the state of Florida. Interest will accrue on these funds and will be payable to the lessee/Owner at the end of the lease term provided no damage, be it water damage or other damage which has resulted in repairs due to the tenant's or Owner's negligence, intentional or unintentional act or behavior which results in damage to adjacent units, exterior of the building or any Common Elements.

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D. Owner agrees to be jointly and severally liable with their tenants to the Association to effect any such repairs or to pay any claim for injury or damage to property caused by the negligence or intentional act or omission by the tenant or their family member, guest, invitee, or licensee which causes a violation of, or non-compliance with the provisions of the Declaration or any of the Rules and Regulations of the Association.

E. All New Annual Leases and Leases of More Than Six Months Require:

- i. \$150 application fee.
- ii. Fully completed leasing application.
- iii. Full month's deposit in certified funds payable to LOP8A Inc. (must be the same amount of the monthly lease payment).
- iv. Fully paid In-Force Renter's Liability Insurance policy.
- v. Interview by the Board is required for all applicants.
- vi. A background check and credit check will be conducted for all applicants. A minimum credit score of 650 is required for approval if there is one applicant. In the event of two or more applicants an average credit score of all applicants must be 650 or more.

F. All Renewals Require:

- i. Full month's deposit in certified funds payable to LOP8A Inc. (Must be the same amount as one monthly lease payment).
- ii. Fully paid In-Force Renter's Liability Insurance policy.

G. Seasonal Rentals Require:

- i. \$150 application fee.
- ii. Fully completed leasing application.
- iii. \$1,000 deposit in certified funds payable to LOP8A Inc.
- iv. Full month's deposit for leases for a term that is greater than 6 months.
- v. A background check and credit check will be conducted for all applicants. A minimum credit score of 650 is required for approval. A minimum credit score of 650 is required for approval if there is one applicant. In the event of two or more applicants, an average credit score of all applicants must be 650 or more.
- vi. Interview by the Board is required for all applicants.

2. Sales and Leasing - A unit owner, intending to make a bona fide sale or lease of his or her parcel, or any interest therein, shall give to the Condominium Association a written notice of his or her intention to sell, lease or gratuitously lend together with the name and address of the intended purchaser, lessee or occupant, and such other information as the Association may reasonably require, and the term of the proposed transaction, including, without limitation, the requirement of a personal interview by any proposed purchaser(s) or lessee(s). The interview can

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be done in person or via electronic means, as approved by the Board. The giving of such notice shall constitute a warranty and representation by the parcel owner, that the condominium unit owner believes the proposal to be bona fide, in all respects. A gratuitous leasing is the occupancy of a condominium unit by someone other than the owner or the owner's immediate family, without the owner present, unsupported by consideration, or for a nominal consideration. Gratuitous leasing is permitted up to thirty (30) days cumulative per calendar year without Board approval. Board approval will be required after thirty (30) days and access will be denied at day thirty-one (31) if Board approval is not obtained. In addition to the information required hereinabove, in connection with any sale or lease, the Association may impose a transfer fee not to exceed the maximum amount permitted by the Condominium Act, as same may be amended from time to time. In connection with leases, the Association may impose a security deposit, not to exceed the maximum amount permitted by the Condominium Act, as same may be amended from time to time. The Association shall have the right to require of all tenants that they deposit in escrow with the Association an amount that the Board determines from time to time that is not more than one (1) month's rent, or such greater amount allowed by law from time to time, which may be used by the Association to repair any damage to the common elements or property owned by the Association resulting from acts or omissions of tenants or their family members, guests, invitees or licensees (as determined in the sole discretion of the Board). A new deposit is required for each lease and when the lease expires and the lessee renews. Regardless of whether or not expressed in the applicable lease, all unit owners shall be jointly and severally liable with their tenants to the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence or intentional act or omission of the tenant or their family member, guest, invitee or licensee, or for the acts and omissions of the tenant(s) or their family member, guest, invitee or licensee, which constitute a violation of, or non-compliance with, the provisions of the Declaration or of any of the Rules and Regulations of the Association. With regard to leases, no leasing will be permitted during the first twenty-four (24) consecutive months for seasonal rentals or non-seasonal rentals, during which an owner holds record title to the unit. No lease will be approved for a term of less than three (3) months nor more than twelve (12) months nor may any unit be leased more frequently than twice in any calendar year or any twelve (12) month period, with a unit being considered leased during a calendar year if, during any point that calendar year, the unit is occupied by a tenant. If at the time of transfer of any interest in title a unit is already leased or rented pursuant to a lease or rental agreement entered into by the previous owner, the aforementioned twenty-four (24) consecutive month period during which the unit may not be leased or rented shall commence upon the expiration of the current term of the existing lease or rental agreement which may not be renewed or extended. All owners leasing their Unit for more than six (6) months at a time must provide an In-Force Renter's Insurance policy for the period of the lease to the Association for the period while the Unit is being leased and failure to provide same will result in the Board rejecting the lease application. A copy of an active, In-Force Renter's Insurance policy must be provided along with the Lease Application to the Association and maintained for the duration of the Lease or rental deposit funds will be forfeited to cover any damages to the Units adjacent to or located below the rental Unit due to water, or other damages

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caused by the renter's or owner's negligence. In addition, the lessee/renter is required to submit an initialed copy of the Association Rules and Regulations along with the Rental/Lease Application, a copy of which should be retained by that party. There shall be a rental cap of twenty-one (21) units annually, which is 18.75% of the total units. Owners are prohibited from circumventing/escaping or avoiding the rental cap restriction of twenty-one (21) units by using seasonal or non-seasonal rental leases. Season rentals are excluded from this calculation and there is no cap for seasonal rentals. The tenants that are currently leasing are allowed to have renewal of the lease up on approval but if the tenant stops leasing, the owner needs to go to the end of the Waitlist if there is one. The Board can promulgate rules regarding procedures for the Waitlist from time to time. The Association may disapprove the transaction and the transaction shall not be made and the Association shall have no further obligation. No leasing by corporations, businesses, partnerships and trusts, except limited trusts, shall be permitted. However, this limitation does not apply to the Association and they may lease a unit.

3. Eviction of Unit Tenants and Occupants - The Association possesses all rights and remedies of the unit owner under Chapter 83 of the Florida Statutes for the purposes of enforcing against violations of the Association Documents and Rules and Regulations, as amended from time to time. If tenants and/or permanent occupants shall be in non-compliance with any of the Association Documents and Rules and Regulations, the following may occur: Such a non-compliance shall be a breach of the Association Documents and therefore a breach of the lease. The Board must consult with an attorney before starting eviction proceedings. The Association may evict a tenant/occupant after repeated and ignored rule violations. Three (3) violations of the Association's Declaration of Condominium, Articles of Incorporation, Bylaws, or Rules and Regulations, within a twelve (12) month period is just cause for eviction. Three (3) violation notices must be sent to the owner and tenant before eviction proceedings start. Further, the violation must be an egregious or repeated behavior that is unsafe for the welfare of the other residents. The Association on behalf of the unit owner may terminate the lease, and re-enter and re-take possession of the unit for and on behalf of the unit owner, after providing the notices required by Chapter 83 of the Florida Statutes. The Association has the right to serve such notices, terminate the lease and seek possession of the unit for and on behalf of the unit owner, upon the expiration of ten (10) days after the Association mails notice of such intent to the unit owner. The Association then has the right to institute eviction proceedings in Court against the tenants or occupants as agent for and on behalf of the unit owner, based on the non-compliances mentioned above. The Association may exercise its rights and remedies under this Article without any liability to the unit owner, tenants or Occupants (including, but not limited to, the loss of rent to the owner and loss of possession by the tenants/permanent occupants), except as may be provided for in Chapter 83, Florida Statutes. The unit owner shall be jointly and severally responsible for the costs and paralegal and attorneys' fees incurred by the Association in connection with this matter. The Association is entitled to evict any unapproved occupants and all charges of the eviction will be assessed against the owner's account. The Association may issue notice under Section 83.56, Florida Statutes, and sue for eviction under subsection 83.59-83.625, Florida Statutes, as if the Association were a landlord under part II of chapter 83 if the tenant fails to pay a monetary obligation.

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4. Deposits - The Association shall have the right to require of all tenants that have annual leases, that they deposit in escrow with the Association an amount that the Board determines from time to time that is not more than one (1) month's rent, or such greater amount allowed by law from time to time, which may be used by the Association to repair any damage to the common elements or property owned by the Association resulting from acts or omissions of tenants or their family members, guests, invitees or licensees (as determined in the sole discretion of the Board). For seasonal leases (which are leases for six (6) months or less), the tenants must deposit in escrow with the Association the amount of One Thousand Dollars (\$1,000.00). The Board can promulgate an amount from time to time for deposits as long as it complies with the legal amount per law. These funds will be placed in a separate Escrow Account as specified by the State of Florida. All of these funds will be returned to the owner/renter, along with the state mandated interest accrued during the period in which the funds are held, in the event no damage or incident occurs which results in repairs that were caused as result of negligence or intentional acts at the end of the rental period. All tenants/renters must be provided a complete copy of the Association Rules and Regulations at the time of application. Owners will be held responsible for any and all violations by the tenant/renter. A new deposit is required for each lease and when the lease expires and the lessee renews. Regardless of whether or not expressed in the applicable lease, all unit owners shall be jointly and severally liable with their tenants to the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence or intentional act or omission of the tenant or their family member, guest, invitee or licensee, or for the acts and omissions of the tenant(s) or their family member, guest, invitee or licensee, which constitute a violation of, or non-compliance with, the provisions of the Declaration or of any of the Rules and Regulations of the Association.

5. Waitlist Rules and Administration – As of the passing of the rental restriction in the Amended Declaration and recorded in Palm Beach County on June 17, 2025, thirty-five (35) Unit Owners either voted NO or failed to return their proxy, therefore, these existing Unit Owners are NOT bound by the twenty-one (21) Unit rental cap, but when their respective Unit sells, the new Owner will be bound by the entire rental restriction language. If and when the rental cap is reached, when a rental slot opens, the next slot goes to the first Unit Owner on the Waitlist, if there is one established. At that time, the Unit Owner has ninety (90) days to submit a completed Lease/Rental Application Package from a prospective tenant. If the time period of ninety (90) days expires and a completed Lease/Rental Application Package is not received, then the next Unit Owner desiring to lease/rent on the Waitlist is eligible, and so on. For an Owner to be placed on the Waitlist, the Owner needs to email GRS/or our current Management company requesting to be placed on the Waitlist. The Management company will acknowledge what number the Unit Owner is on the Waitlist. The company will then send the Owner a notice when their turn on the Waitlist is available for the ninety (90) day 'window' to begin. This process continues until the rental cap of twenty-one (21) Units is reached. At this point, the Waitlist is updated. The LOP8A Inc. Board and the Management company will maintain the list of active rentals and any Owner may inquire as to how many Units are rented and how many Units are on the Waitlist.

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6. Pets - No pets are allowed in Condo 8A – no matter if they are yours or you are minding them for a friend. Guests and visitors shall not be permitted to bring any pet onto the premises of the Association, unless it is an Emotional Support or Service Animal which was approved by the Board.

7. Owner’s Responsibility - Owners remain financially responsible for their guest’s behavior and actions and must instruct them in the proper use of parking spaces, recreational areas, trash disposal and other rules. Owners will be held accountable for any unacceptable conduct of their guests while on the premises.

8. Transfer Fee Policy – There is a \$150.00 fee for transfer fees per applicant for Board approval of resales and leases. There is no fee involved for the gratis lending of an apartment. The purpose of these rules is to maintain a community of congenial residents who are financially responsible. In this way the property value of all owners will be protected. The rules are similar to and patterned after procedures in affect at other Florida condominiums. The cooperation of all owners is therefore expected as a matter of self-interest and in fulfillment of their responsibility as owners of valuable property at the Association.

V. ABSENCE OF OWNER/LESSEE

1. Owner or lessee shall notify GRS, our management company, on-site staff maintenance, or a Board member if they intend to leave the Unit unoccupied for thirty (30) days or more. An emergency telephone number and address should be furnished. Notice of the vacancy will be on file so that any required “away-care “measures, such as emergency conditions, security checks, etc., can be employed for protection of the premises and its contents. If possible, a re-occupancy date should be given.

2. No guest occupancy will be permitted in the absence of the owner, except by members of the owner’s immediate family, falling within the definition of single family as set forth above. Except for those members of the owner’s immediate family and those who reside with the owner full-time, guest occupancy in the absence of the owner shall be limited to a maximum of thirty (30) days cumulatively for all such guest occupancy in any calendar. The owner must instruct such person(s) in the rules must furnish him with a copy of the rules herein and is responsible for any possible damage to common elements caused by their behavior. The Board will determine the cost to repair any damage arising from misbehavior and will assess the owner accordingly. Any such assessment will be over and above the regular maintenance charges. Failure to respond to such an assessment may result in a lien for all costs, plus attorney fees being placed upon the unit.

3. Owners are responsible for notifying utility companies to shut off and restart, telephone and electricity, as they determine advisable. Water heaters should be switched off internally. Water supply to washing machines and dishwashers should also be shut off.

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VI. ABUSE OR DESTRUCTION OF PROPERTY

The marking, moving, damaging, destroying or defacing of any part of the common elements will not be tolerated. The cost of repairing or replacing any such damage will be assessed against the owner responsible. Such damage will be assessed against the owner responsible. Owners are responsible for their guests, visitors and lessees.

VII. HURRICANE STANDARDS

1. To protect the health, safety, and welfare of the people of the state and to ensure uniformity and consistency in the hurricane protections installed by condominium Associations and unit owners, this subsection applies to all residential and mixed-use condominiums in the state, regardless of when the condominium is created pursuant to the declaration of condominium. Each Board of Director of a residential condominium or mixed-use condominium must adopt hurricane protection specifications for each building within each condominium operated by the Association which may include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board must comply with the applicable building code. The installation, maintenance, repair, replacement, and operation of hurricane protection in accordance with this subsection is not considered a material alteration or substantial addition to the common elements or Association property within the meaning of this section.

2. The Board may, subject to s. 718.3026 and the approval of a majority of voting interests of the residential condominium or mixed-use condominium, install or require that unit owners install hurricane protection that complies with or exceeds the applicable building code. A vote of the unit owners to require the installation of hurricane protection must be set forth in a certificate attesting to such vote and include the date that the hurricane protection must be installed. The Board must record the certificate in the public records of the county in which the condominium is located. Once the certificate is recorded, the Board must mail or hand deliver a copy of the recorded certificate to the unit owners at the owners' addresses, as reflected in the records of the Association. The Board may provide to unit owners who previously consented to receive notice by electronic transmission a copy of the recorded certificate by electronic transmission. The failure to record the certificate or send a copy of the recorded certificate to the unit owners does not affect the validity or enforceability of the vote of the unit owners. A vote of the unit owners under this paragraph is not required if the installation, maintenance, repair, and replacement of the hurricane protection, or any exterior windows, doors, or other apertures protected by the hurricane protection, is the responsibility of the Association pursuant to the declaration of condominium as originally recorded or as amended, or if the unit owners are required to install hurricane protection pursuant to the declaration of condominium as originally recorded or as amended. If hurricane protection that complies with or exceeds the current applicable building code has been previously installed, the Board may not install the same type of hurricane protection or require that unit owners install the same type of hurricane protection unless the installed hurricane protection has reached the end of its useful life or unless it is necessary to prevent damage to the common elements or to a unit.

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3. The Board may operate hurricane protection without permission of the unit owners only if such operation is necessary to preserve and protect the condominium property or Association property.

4. Notwithstanding any other provision in the residential condominium or mixed-use condominium documents, if approval is required by the documents, a board may not refuse to approve the installation or replacement of hurricane protection by a unit owner which conforms to the specifications adopted by the Board. However, a board may require the unit owner to adhere to an existing unified building scheme regarding the external appearance of the condominium.

5. A unit owner is not responsible for the cost of any removal or reinstallation of hurricane protection, including exterior windows, doors, or other apertures, if its removal is necessary for the maintenance, repair, or replacement of other condominium property or Association property for which the Association is responsible. The Board shall determine if the removal or reinstallation of hurricane protection must be completed by the unit owner or the Association. If such removal or reinstallation is completed by the Association, the costs incurred by the Association may not be charged to the unit owner. If such removal or reinstallation is completed by the unit owner, the Association must reimburse the unit owner for the cost of the removal or reinstallation or the Association must apply a credit toward future assessments in the amount of the unit owner's cost to remove or reinstall the hurricane protection.

6. If the removal or reinstallation of hurricane protection, including exterior windows, doors, or other apertures, is the responsibility of the unit owner and the Association completes such removal or reinstallation and then charges the unit owner for such removal or reinstallation, such charges are enforceable as an assessment and may be collected in the manner provided under s. 718.116.

VIII. EXTERIOR APPEARANCE

1. To paint or otherwise decorate or in any way to change the appearance of any portion of the exterior of the buildings without prior written Board approval is forbidden. Hurricane shutters may be installed at the owner's expense providing they are approved in writing by the Board. Prior to contracting or purchasing you must obtain written Board approval and make sure the supplier is familiar with the specification and has the required liability insurance coverage.

2. No items can be affixed to, attached or bolted to the exterior of the residential buildings. This includes surveillance cameras of any type.

3. No alteration or addition to the existing landscaping is permitted without prior written approval of the Board.

4. No clothing, rugs, towels, clothes lines or other such items are permitted to be aired/hung on railings, porches, lawns or exterior of the building.

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5. Cooking with barbecue grills or other devices is not permitted on any porch, patio or anywhere on the common elements. No glass containers are allowed in the common areas at any time.

6. Chairs and lounges are not permitted on the common areas.

7. Fire regulations forbid the presence of any obstructions in stairways or on the catwalks. This includes furniture, plants, bicycles, etc. if they will impede or obstruct egress from or ingress to Condominium units.

IX. UNIT AND BUILDING SECURITY

1. Owners are encouraged to install “Medeco” type or equivalent door locks as a protection of their units. Any reputable locksmith can furnish additional information about front door security.

2. The condominium Association is authorized to retain a door key to each apartment. Owners should provide the Association with a door key for use in case of an emergency. If an owner does not provide a key the Association has the right to authorize entrance by any means and at the expense of the owner, in an emergency. Referenced Florida Statute 718.111.

3. The Association also has the irrevocable right (reference Florida Statute 718.111 (5) to access each unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements. The same applies to access for making emergency repairs necessary to prevent damage to another unit or units of the common elements.

X. PET CONTROL

1. No pets are permitted.

2. No pets, except Emotional Support or Service Animals, which have been previously approved by the Board, are to be brought into the building by owners, occupants, guests or lessees at any time. Owners should inform their guests and lessees.

XI. POOL/POOL HOUSE/SAUNA

1. Rules for pool operation can be found on two signs in the pool area. Owners should remind their guests of these rules to avoid confrontation and embarrassment should violations occur.

The rules are as follows:

A. Pool hours are 8:00 AM to 10:00 PM.

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B. Shower is mandatory before EACH pool use to comply with the county health ordinance. This is to help keep the pool clean and free from suntan oils, etc. A shower after pool use is recommended to rinse the body and hair of chlorine and other chemicals in the water.

C. No running, jumping or diving into the pool. The Board will not accept responsibility for any personal injury resulting from such misbehavior.

D. Individuals in diapers or not toilet trained are not allowed in the pool for sanitary reasons. Water wings or life jackets for individuals are permitted.

E. Firearms and weapons of any kind are NOT allowed in the Pool area and other Common areas in the Community. Guns for this purpose shall include, but not limited to, rifles, pistols, shotguns, dart guns, BB guns, and sling shots, tasers or any other types of weapons.

F. No pets, bicycles, carts, etc. are allowed in this area.

G. Pool and deck side furniture must not be taken out of the pool area. Table umbrellas should be lowered to prevent wind damage and chairs replaced at the table and /or in orderly groups before leaving.

H. Swim at your own risk. Those individuals that do not know how to swim are NOT allowed in the pool.

I. Use trash containers for all refuse.

J. Balls, floats, air mattresses, underwater gear (such as snorkel masks), et c. are not permitted in pool. Ball playing, throwing objects or games involving running, shouting or skating are forbidden. No skateboards are allowed.

K. A towel spread over the patio furniture to them free of body and suntan oil, is required.

L. Top covering and footwear to and from the pool are required.

M. Rest rooms adjacent to the pool are for the use of owners, guests and lessees. Cooperation is essential in keeping them clean. Turn out lights when leaving.

N. A small radio is permitted, unless there are complaints. Keep the volume low or use earphones, so as not to annoy other residents.

O. Glassware of any kind is not permitted in the pool area.

P. Wheelchairs are permitted.

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Q. Chairs, lounges and/or tables may not be “reserved” for the day by placing towels, etc. during busy times. They are community property and as such others may feel free to use these facilities, including removing towels, etc. unless they are occupied. Be considerate of your neighbor and he’ll be considerate of you.

2. Sauna room shall be used at the user’s risk. Instruction for operation and use of the sauna baths are posted near the entrance door. Water is not to be put on the sauna rocks.

3. The pool house social room may be reserved for private parties on a first come, first serve basis. Reservations should be made one week in advance. There is a \$500.00 deposit that must be paid by certified funds. This shall be returned in full if the pool house is left in good and proper order otherwise deductions may be made for repair/clean-up, if such are necessary. Parties or gatherings cannot exceed thirty-six (36) persons. Personal use of the Pool House for Owner sponsored parties and events NOT arranged and scheduled by the Board of Directors or for the benefit of the entire Association require a refundable \$500 upfront fee, payable to The Lands of the President Eight-A Association, Inc., payable by Cashier’s check or money order no later than one week prior to the event. In addition, the Owner requesting the use of the facilities MUST execute a Full Waiver of Responsibility (drafted by counsel) for the benefit of the Association for all attendees. Please contact the Management company for further details. These funds will NOT be returned if damages are incurred, or additional cleaning is required after the event.

4. The owner reserving is responsible to clean up and leave the pool house including the bathrooms in good condition.

5. If music will be provided at the party it may only be within the confines of the pool house.

6. Instruct guests where to park which is in the spaces on the street side of the parking area.

XII. TRASH ROOMS

1. Use of the garbage disposal is limited to a minimal amount of food waste due to the age of our drain pipes. Grease, bones, tile grout, paint, and other clog prone items severely damage our pipes and cause major damage and preventable expense to Unit Owners. No raw garbage is to be deposited in the trash chutes or dumpster container. Owners/renters are prohibited from leaving food outside of the buildings, encouraging other persons or animals to take it. This prevents unwanted people or animals.

2. All non-edible trash for deposit in trash chutes must be in securely tied plastic bags. No loose rubbish is to be thrown into the trash chutes.

3. Newspapers, glass and aluminum cans, should be placed in the recycle bin. They are located on the first floor of each building near the stairs. Cardboard boxes should be broken down, bundled and placed in the appropriate recycling bin.

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4. Do not throw bulky items down the trash chute. Large items such as furniture, mattresses, large cartons, etc., are the disposal responsibility of the owner or lessee and are not be placed in the trash room; or left outside or inside the trash room.

5. The Board provides regular exterminator service for the common elements including the trash rooms, the chutes and the rubbish closet on each floor and storage areas. The cost is included in your maintenance. Interior exterminating is the responsibility of the Owner.

6. Please be advised that all Trash Rooms are under camera surveillance and Owners or Lessees should be aware that violators to our Declaration, Articles, Bylaws and Rules and Regulations will be held accountable and fines may be imposed on Owners as a result of behavior which is inconsistent with these documents. No large articles such as mattresses, chairs, tables, TVs, old carpet, construction debris, etc. should be placed in the Trash Room. These items should be properly disposed of by the Owner or lessee at their expense.

XIII. STORAGE AREAS

1. There is one storage room in each building by the 104 unit. Each unit is entitled to use the storage area. No volatile liquids, paint thinner, paint or lacquers may be placed in the storage area. Tires and similar combustibles are not permitted. No articles of any kind will be permitted to be stored in stairways or stairwells or on the walkways. Loose storage of items is restricted.

2. These areas are subject to inspection by the City Fire Marshall.

3. No smoking or vaping is allowed in the storage rooms.

XIV. ELEVATORS

1. In the event of power or mechanical failure the elevator may stop between floors. First, do not panic. The elevator is equipped with an emergency telephone and help will be there soon. There is a chrome box on the wall labeled "Emergency Telephone". Open the box and pick up the phone. An operator will respond to you immediately. Tell the operator you are in an inoperable elevator at (your address). The operator will immediately get help for you.

2. Interior elevator protective pads are available for each elevator. The maintenance people must be notified before a move-in or move-out commences so that the pads can be hung in the elevator. Unit owners will be held responsible for any damage caused by their moving company.

3. In case of fire, do not attempt to use the elevator. An automatic system will cause elevators to proceed to the first floor, open their door and not be responsive to call buttons. Flashers will also go into automatic operation on each floor as warnings. Use the stairways only, in case of a fire.

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4. No smoking is permitted in the elevator.
5. No bare feet are allowed in the elevator.
6. Cover-ups are required over bathing attire in elevators.

XV. PARKING CONTROL

1. Owners and their guests should park only in those areas designated for parking. Horns should not be blown in driveways and parking areas. Automobiles must be pulled in fully to the parking bumper stop. Be careful of your neighbor's car and he'll be careful of yours.

2. Parking of personal pick-up trucks is permitted. Commercial pick-up trucks are prohibited.

3. The Association has the right to establish the remedy of towing and booting. If upon the Association's provision of that notice required by Section 715.07, Florida Statutes, and applicable County Ordinances, as amended from time to time, an offending vehicle owner or unit owner does not remove a prohibited or improperly parked vehicle from the Association or on their own personal property, the Association shall have the option and right to have the vehicle towed away or booted at the vehicle owner's expense by any authorized third-party vendor. In the event that the Association incurs an expense with the tow and/or boot and the vehicle owner fails to pay such costs upon demand, the owner for themselves or as the owner of the vehicle for their family, tenants, guests, employees, visitors, etc. as owner(s) of the vehicle shall be liable for the costs as a charge, which shall be collectible by the Association as charges are collected under this Declaration.

4. Parking of commercial trucks (A commercial truck is defined as any vehicle that (i) bears any visible commercial advertising signs, names logos, dealer tags, letterings or initials (not including bumper stickers or similar sized stickers); or (ii) is used, or intended for use, as a car for hire or a work vehicle, which may be evidenced by open carriage of pipes, lumber or other work-related construction, equipment, machinery, materials or ladders, including but not limited to ladder racks, pipe racks, tools or other equipment) trailers, mobile homes, vans, boats, motorcycles, e-bikes, mopeds, vehicles determined to be an eyesore by the Board, and other such vehicle is prohibited. Overnight parking of said vehicles may be authorized by an officer of the Board of Directors for a night or two when warranted.

5. Repair and service trucks are accepted for short durations.

6. Mopeds, e-bikes, and motorcycles, etc. may NOT be parked on the premises.

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7. Bar codes or visitors' slips are required for all vehicles that are to be parked on the premises overnight. This is your recognizable credential to occupy spaces as an authorized vehicle. If you or a guest/renter use a rental vehicle this must also have a bar code or visitors pass. These passes are available from the security guard at the front gate.

8. Vehicles must be currently registered or tagged by the State of the vehicle's owner. Any expired licenses or tags will be cause to have the vehicle removed from the premises.

9. Only vehicles with a current Handicap designation will be permitted to park in Handicapped designated areas.

10. The use of car covers is allowed, however all vehicles with car covers must be parked along the outer wall of the community while the Owner is away. This is intended to allow full time residents access to parking nearest the building.

XVI. MISCELLANEOUS RULES

1. No major auto repairs are permitted, except for flat tire repairs, battery replacement, jumping a battery, or windshield washer fluid refilling.

2. No drones of any type are permitted.

3. Firearms and weapons of any kind are NOT allowed in the Pool area and other Common areas in the Community. Guns for this purpose shall include, but not limited to, rifles, pistols, shotguns, dart guns, BB guns, and sling shots, tasers or any other types of weapons.

4. Owners/renters are prohibited from leaving food outside of the buildings, encouraging other persons or animals to take it. This prevents unwanted people or animals.

5. Golf practice, badminton, volleyball, Frisbee throwing, croquet and other such games are not permitted anywhere in the common areas. Bird or animal feeders, which invite insect and rodent infestation, are also prohibited.

6. To ensure your comfort and that of your neighbors, keep radios, television sets, sound equipment, pianos, organs, other instruments, etc., at reasonable volumes. Although unnecessary noise should be avoided at all times, be particularly considerate between the hours of 10:00 PM and 8:00 AM.

7. Speed limit in the parking lot is 15 miles per hour. Use caution in entering and exiting.

8. If twenty percent (20%) of the total voting interests petition the Board to address an item of business, the Board shall at its next regular Board meeting or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the petition, take the petitioned item up on an agenda. The Board shall give all members notice of the meeting at which the petitioned

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item shall be addressed in accordance with the fourteen (14) day notice requirement. Each member shall have the right to speak for at least three (3) minutes on each matter placed on the agenda by petition, provided that the member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

9. Unit owners are advised to discuss condominium problems rationally with members of the Board of Directors. Organizing your thoughts and putting them in writing is the best way to get prompt attention and action.

10. In lieu of the initiation of nonbinding arbitration as provided in the Condominium Act, a party may submit a dispute to pre-suit mediation in accordance with Florida Statutes; however, election and recall disputes are not eligible for mediation and such disputes must be arbitrated by the division or filed in a court of competent jurisdiction. The Association may also recover reasonable attorney's fees and costs incurred in seeking compliance with the Governing Documents in cases where no action is filed including, but not limited to, arbitration and pre-litigation attorney's fees and costs incurred in pursuing and/or obtaining compliance with the Governing Documents. Said fees and costs shall constitute a lien against the unit, and shall be subject to collection as provided in the Declaration for the collection of delinquent assessments, including by lien and foreclosure. All rights, remedies and privileges under any terms, provisions, covenants, or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the Association from exercising such other additional rights, remedies, or privileges as may be granted by the Association Documents, or at law or in equity.

11. All notices of assessments from the Association to the unit owners shall designate when they are due and payable. Assessments and installments thereof not paid when due shall bear interest from due date at the rate of eighteen percent (18%) or at the highest rate allowed by law. In addition, any installment not paid on or before ten (10) days from the date same is due and payable shall be subject to a late fee in the maximum amount permitted by the Condominium Act, as same may be amended from time to time. The Association can charge an administrative late fee of up to the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of each delinquent installment for which the payment is late. Any payment received by an association must be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment. The foregoing is applicable notwithstanding section 673.3111, Florida Statutes, any purported accord and satisfaction, or any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

12. No structural changes or alterations within the condominium unit or any part of the building shall be permitted without prior written approval of the Board of Directors.

13. The owner of each Condominium unit at his or her own expense shall be responsible for interior pest control for their unit and maintain, repair and replace all portions of his or her unit,

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all equipment and fixtures therein, including but not limited to all air conditioning equipment, including compressors for his or her unit located within a unit or on the common elements, including hot water heaters, electrical panels/boxes, electrical wiring, electrical outlets, appliances, electrical fixtures, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings, air conditioning units, refrigeration and electrical lines, ducts, and must promptly correct any condition which would, if left uncorrected, cause any damage, including water damage from leaks originating from their unit, to another unit or to any portion of the common elements, and shall be responsible for any damages caused by his or her willful, careless or negligent failure to act. Any pipe in the wall of the unit that services only that unit is the responsibility of the owner. Furthermore, the owner of each unit shall, at his or her own expense, maintain, repair and replace, including but not limited to pressure washing of floor covering and patio (if needed), painting, replastering, sealing and polishing of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the unit (including the attached terraces, balconies or porches), and such owner shall at his or her own expense maintain, repair and replace when necessary all screening within or in a unit (including its attached terraces, balconies or porches), within or in the perimeter walls of a unit (including its attached terraces, balconies or porches), and all windows, including plate glass in windows, in the perimeter walls of the unit (including its terraces, balconies or porches), including sliding glass doors, screens and other exterior doors, as well as all framing, tracks and operating mechanisms related thereto. Any changes to any exterior items, included but not limited to frames, requires prior Board approval. Each owner is responsible for maintaining his or her own screen frames and supports as specified and approved by the Board of Directors and management company. The Association is responsible for caulking windows only at the time the buildings are painted but the owner is responsible for caulking their windows in the interim and other times when there is no painting. The Association will inspect and repair damaged caulking at the time all buildings are painted, which will generally be every ten (10) years. The Board can promulgate rules and regulations regarding caulking from time to time. Each owner is responsible for cleaning and washing their own windows. The Association will be responsible for washing rear windows only during the time the building is painted.

14. Window dressing(s), particularly shades, shall be so that the side facing out is white so all units' exterior appearances conform.

15. Unit owners are requested to use only liquid detergent in the washing machine or dishwasher. The least amount necessary to do the job should be used. The soft water creates excess suds and if too much suds are created, they can back up into the building.

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