# RESIDENCES AT LEGACY PLACE, A CONDOMINIUM

## **RULES AND REGULATIONS**

Under the condominium documents, the Board of Directors of RESIDENCES AT LEGACY PLACE CONDOMINIUM ASSOCIATION, INC. has the responsibility and authority for the operation of the Association, management of the Condominium Property and for the establishment and enforcement of Rules and Regulations.

These Rules and Regulations may be modified, added to or repealed at any time by the Board. Any consent or approval given by the Association under these Rules and Regulations shall be revocable at any time. These Rules and Regulations and all others hereinafter promulgated shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times obey said Rules and Regulations. Families, guests, and lessees of the unit owner shall at all times obey said Rules and Regulations. Said Rules and Regulations are as follows:

## Section A: BUILDINGS and UNITS:

- 1. The sidewalk, entrances, passages, corridors, stairways, and all of the Common Elements must not be obstructed, or encumbered, or used for any purpose other than ingress and egress, to and from the premises; nor shall any rubbish, debris and other unsightly material, including but not limited to, plants, carriages, bicycles, shopping carts, chairs, benches, tables or any other object of a similar type and nature be placed, remain, or stored therein. Children shall not play or loiter in halls, corridors stairways, or other public areas. For security purposes, all doors leading from the buildings to the outside or stairways shall be closed at all times and shall not be blocked open.
- 2. No inflammable; combustible or explosive fluid, chemical or substance shall be kept in any Unit or Limited Common assigned thereto or storage area.
- 3. Exterior apartment doors must not be blocked, unlocked, or ajar or otherwise left open.
- 4. No Unit Owner shall make or permit any disturbing noises in the building by himself, his family, employees, agents or visitors, nor shall an Owner do or permit anything by such persons that will interfere with the rights, comfort or convenience of the Unit Owners. No unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated a television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other occupants of the Condominium. All parties shall lower the volume as to the foregoing by 10:00 pm of each day.

- 5. The exterior of the Condominium Units and all other exterior areas appurtenant to a Condominium Unit, including, but not limited to, balcony walls, railings, ceilings or doors, shall not be painted, decorated or modified by a unit owner in any manner without the prior consent of the Association.
- 6. No wind chime shall be placed in balcony/patio.
- 7. The exterior appearance of any window coverings (i.e. curtain, shades) shall be white in color.
- 8. Other than an United States flag respectfully displayed, nothing, including but not limited to, radio or television aerials or antennas, signs, notices or advertisements. awnings, curtains, shades, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices, or other items shall be attached or affixed to the exterior of any Unit or balcony or exposed on or projected out of any roof, window, door or balcony of any Unit without the prior written consent of the Association. No one shall alter the outside appearance of any window of any Unit without the prior written consent of the Association. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Unit or Condominium Property by any unit Owner or occupant without written permission of the Association or as otherwise provided in the Declaration. The consent of the Association to all or any of the above may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors of the Association. In addition, pursuant to 718.113(4), Florida Statutes, which was amended by Chapter 2003-23, Laws of Florida, effective July 1, 2003 a unit owner on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day is permitted to display in a respectful way, portable, removable official flags, not larger than 4-1/2 feet by 6 feet. that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.
- 9. Water closets and other water apparatus and plumbing facilities on the Condominium Property shall not be used for any purpose other than those for which they were constructed. Any damages resulting from misuse of any of such items in the Condominium Unit or elsewhere shall be paid for by the Unit Owner in whose Unit it shall have been caused or by the Unit Owner whose family, guest, lessee or other person who is on the Condominium Property pursuant to the request of the Unit Owner shall have caused such damage.
- 10. Unit Owners are responsible for any damages to the Common Elements or Limited Common Elements caused by themselves, their family, guests, lessees and persons who are on the Condominium Property because of such Unit Owner.
- 11. A Unit Owner shall not permit anything to be done or kept in his Condominium unit which will increase the insurance rates on his Unit, the Common Elements or any

portion of the Condominium or which will obstruct or interfere with the rights of other unit Owners of the Association.

- 12. No interior of a Condominium unit shall be altered in any manner as such would have any effect on the structural elements of the building or its electrical, mechanical, plumbing or air conditioning systems or on any of the Common or Limited Common Elements without the prior written consent of the Association, except that, to the extent permitted by law, this rule shall not apply to the Developer.
- 13. The Association must approve any flooring placed in the Units other than carpeting.

## Section B: BALCONIES

- 1. The personal property (i.e. boxes, bicycles) of all Unit Owners shall be stored within their Condominium Units or, if applicable, assigned storage areas.
- 2. The use of gas-fired or charcoal-fired cooking grills is prohibited. There is no cooking allowed on any type on balconies.
- 3. Towels, linens, cloths, clothing, rugs, mops, laundry of any kind or other articles are not to be shaken or hung from any of the balcony railings, windowsills, doors, or exposed on any part of the Common Elements.
- 4. No items whatsoever, including but not limited to dirt, tobacco products, ashes, etc. are to be swept or discarded from the balcony, windows, or doors of the unit.
- 5. In the event holiday lights are added to exterior of Unit, they must be removed within seven (7) days after holiday. Holiday decorations must remain in the confines of patio, inner windows, and doors. No lights, holiday decorations or other religious displays may be placed upon the common area.

#### Section C: LEASING or RENTING OF UNITS

- 1. Leasing or renting by a unit owner, either directly or through a realty agent, is permitted no more than two (2) times per year. Any exchange of monetary funds between owner and individual is considered a lease that requires an application and application fee submitted to the Management.
- 2. All owners and renters must submit a lease registration form and administrative fee prior to the lease commencement date. The registration forms may be found on the website <a href="https://www.grsmgt.com/wp-content/uploads/2013/02/Residence-at-legacy-place.pdf">https://www.grsmgt.com/wp-content/uploads/2013/02/Residence-at-legacy-place.pdf</a>. The forms and registration fee must be submitted to the Association, through

management, at least seven (7) days prior to the commencement of the lease. The Association does not conduct screening on prospective tenants, and the information collected with the registration packet is to ensure the Association knows the identify occupants of the unit, associated vehicles and pets. This information is relevant should the there be an emergency and the Association must make contact with the tenants, or should the Association require access to the unit. However, since the Association does not screen tenants or investigate their backgrounds or fitness to rent, Owners are strongly encouraged by the Association to conduct their owner background checks to ensure that their tenants are financially and legally compatible with condominium living.

- 3. All owners, renters, and guests must register at the office upon arrival and acknowledge receipt of all House Rules and comply with same. Registration includes the occupant's name, phone, email, and date of departure.
- 4. Subletting by renters is not permitted.
- 5. Owners who are delinquent in fees for more than 60 days are not permitted to rent the unit and are subject to the suspension of common amenities.

## Section D: PETS:

- 1. No more than two (2) pets with a maximum of 80 pounds for one alone or two pets combined may be kept within a unit.
- 2. Animals belonging to Owners, occupants, tenants or guests within the Condominium Property must be kept inside the Unit. Furthermore, any Owner shall be liable to each and all occupants, owners, tenants, for any unreasonable noise or damage to person or property caused by any animal(s) owned or attended to by the unit owner, his tenants or his guests.
- 3. Animals shall not be left or located unattended on the balcony or patio areas of that Unit.
- 4. Animals must be leashed and controlled when outside of a Unit.
- 5. Animal owners may only permit their animals to deposit waste only in the grassy areas that are at least three (3) feet away from the any building. Animal owners must to dispose of all solid pet waste immediately after an animal has relieved itself.
- Animals are NOT PERMITTED in the pool area, walked or carried.

- 7. No livestock, reptiles, insects, poultry or other animals of any kind shall be kept in any Unit except that usual and ordinary domestic dogs, cats, fish, and birds inside bird cages may be kept as household pets within any Residential Unit provided that they are not kept, bred or raised therein for commercial purposes. No potbellied pigs, snakes, aggressive breeds of dogs (Pit bull, Doberman, Rottweiler, Great Dane, Mastiff, etc.) or any other animals determined in the Board's sole discretion to be dangerous or a nuisance may be brought onto or kept on the Condominium Property at any time. The Board shall have the right to require that any pet that, in the Board's opinion, endangers the health or security of any Owner or occupant of a Unit or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium Property upon seven (7) days written notice.
- 8. Any Occupant who keeps or maintains any pet upon the Condominium Property shall be deemed to have indemnified and agreed to hold the Association, its directors, officers, and agents, and the Declarant free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium Property.

### Section E. PARKING:

- 1. Each numbered space is assigned to a unit. Under <u>no</u> circumstances are owners, tenants or guests to park in any numbered space without written permission of the owner to whom the space is assigned, with notice provided to Management. Violation of this rule may result in immediate towing of said vehicle.
- 2. All owner or renter vehicles on premises must display a resident numbered decal issued by Management. All guest vehicles that are on premises over 48 hours consecutively must have a yellow guest pass hang tag issued by Management or Security. Failure to display either a decal or pass could result in the vehicle being towed.
- 3. Owners must vacate their space, and the property, when the unit is rented. Owners must provide assigned parking for your guest or renter. Owners may not store vehicles on property when not occupying the unit.
- 4. Guests spaces (non-reserved) must be occupied by vehicles being currently operated by guests or residents. Guests spots are not to be used as "vehicle storage". Inoperative vehicles occupying guest spots must not occupy a guest spot for five (5) consecutive nights, which will be considered "storage" and will be towed. Vehicles in guest spots may not be covered; covered vehicles will be considered as storage and towed.

- 5. The number of vehicles allowed to park on property per unit is: one vehicle per assigned spot, plus one vehicle for unassigned guest parking. i.e. one spot, two vehicles. Decals are issued to the owner/renter accordingly.
- 6. Parking spaces may be used for parking automobiles that are being operated by current occupants and in operating condition, with current license plate tags, and for no other purposes. No occupants may conduct vehicle repairs (aside from temporary repairs including tire and battery changes.). Inoperable vehicles are subject to tow.
- 7. Commercial vehicles, campers, recreational vehicles, boats, trailers or any vehicle not susceptible to registration by the State of Florida as an "automobile" may not be parked in parking spaces and may not be kept on the common' property. This is to include commercial or business lettered vehicles as well as those in Ref. FS Title XXIII 316.003 (12). Commercial vehicles including moving vans/trucks of any type are not permitted to park overnight in any parking area on premises.
- 8. Driving and parking violations are subject to a fine. A fee of \$100.00 will be charged per day for any parking violation. This charge will be billed directly to the unit owner. If the vehicle is not moved within five (5) days after violation, it will be towed.
- 9. The parking facilities shall be used in accordance with the regulations therefore adopted from time to time.

## Section F: COMMON AREA:

- 1. Speed limit on property is 15 MPH. Vehicles speeding are subject to fine.
- 2. The common area, including but not limited to landscaping, beyond the border of a unit/building may not be altered without the permission of the Board of Directors.
- 3. Fishing, bicycle riding, skateboarding or roller-blading is prohibited in common areas.
- 4. All refuse must be bagged and completely secured in garbage bags and deposited only inside the property trash compactors. All recycling is to be placed in the proper bins accordingly.
- 5. Garbage compactors and the surrounding areas are for residents only. Vendors and contractors are responsible for removing refuse completely from the property.
- 6. Fire exits shall not be obstructed in any manner, and the Common Elements shall be kept free and clear.

7. Proper attire is required, including shirts and shoes, when walking through Common Elements.

# Section G: POOL & SPA RULES:

- 1. No diving is permitted.
- There is no lifeguard on duty. Swim at your own risk.
- Pool and Spa hours are Dawn to Dusk.
- 4. Glass is not permitted.
- Smoking and Vaping is not permitted.
- Pets are not permitted, walked or carried.
- 7. Food and beverages are allowed at the pool furniture area only.
- 8. Radio or music players can only be used with headphones / earbuds.
- Children not toilet trained must wear proper swim diapers.
- 10. All guests MUST be accompanied by a unit owner/renter. Maximum Three (3) guests to accompany the renter/owner.
- 11. Children under 12 may not swim or be present on the pool deck unless accompanied and supervised by and adult. Parents are responsible for the behaviour of their children.
- Towel off completely before entering the clubhouse building.
- 13. No reserved seating areas.
- 14. Do not relocate or remove pool furniture.
- 15. All rotated furniture and open umbrellas must be returned to the original position.
- 16. Cover lounge chairs with a towel.
- 17. Cover-ups and footwear are required in all common areas.
- 18. No floating devices or balls of any kind are permitted in the pool (rafts, chairs).

- 19. Running, climbing, horseplay or other noisy activities that constitute a nuisance are not permitted in pool area. No excessive noise is permitted in the pool area.
- 20. The maximum water temperature at the spa is 104 degrees.
- 21. Maximum use of the spa is fifteen (15) minutes.
- 22. Maximum pool load is 57
- 23. Maximum spa load is 7
- 22. The spa may not be used by minors, pregnant women, or anyone that is not in good health or if under the influence of drugs or alcohol.

## Section H: BBQ PATIO AREA:

- 1. BBQ deck hours are from 7am-10pm. Area must be vacated and cleaned.
- 2. Limit one (1) grill per unit with a maximum of two (2) hour use.
- 3. Turn the gas switch to **ON** and <u>immediately</u> press the ignition button. Not pressing ignition may cause an explosion if gas is left on for an extended time.
- DO NOT leave the gas switch on: switch to OFF after each use.
- Grills must be attended at all times.
- 6. Clean grill after each use. Clean patio area after each use. Place trash in cans and return furniture to original positions.
- 7. The Association is not responsible for injury or accidents occurring with BBQ grills.

#### Section I: FITNESS CENTER RULES AND REGULATIONS:

- 1. No food, beverages, smoking, or pets permitted.
- Water consumption is for fitness center use only.
- 3. Shirts and shoes are required at all times.
- 4. Fitness Center use is for recreational use only by owners and tenants. Use for commercial purposes is prohibited.
- 5. Children under eighteen (18) years of age must be accompanied by an adult.

- 6. Use at own risk. Use with understanding of equipment operations.
- 7. The Association is not responsible for theft or injury.
- 8. Wipe down machines after each use.
- 9. Return weights and all equipment to original positions.
- 10. Turn off the lights and TVs and when last to leave.
- 11. Music players and radios must be used with headphones in the fitness center.
- 12. Remain respectful of the center's space, time, and decibel levels when in use.

## Section J: TENNIS COURT RULES:

- 1. No food, smoking or pets permitted.
- 2. No loitering at any time.
- 3. Remain respectful of time and decibel levels when in use.
- Retain all equipment after use.
- Turn off lights after each use.
- 6. Tennis Court use is for Residents only. Use for commercial purposes is prohibited.
- 7. Persons under 18 years of age must be accompanied by an adult resident.
- 8. Use at own risk. The Association is not responsible for theft or injury.

#### Section K: MANAGEMENT:

1. Owners must provide the Association with at least one set of keys to the Units, in case of emergency. In the event the Unit Owner fails to supply either a pass-key or duplicate key, and the Association must make entry, then the Association shall not be responsible for any costs or expenses incidental to a forced entry into the Unit. The agents of the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Condominium or By-Laws of the Association. Entry will only be made after efforts are made to pre-arrange entry with the respective unit Owner or the occupant of the Condominium Unit.

- 2. Advance arrangements shall be made with the Association before moving furniture or bulky personal belongings into or out of the building.
- 3. Any request for Management to allow access for vendors or guests to the unit must be sent via email at least two (2) business days prior to the entry and is subject to Management availability.
- 4. No solicitors are to be permitted on the Condominium Property at any time except by individual appointment with residents.
- 5. The Condominium Unit shall be used solely for purposes consistent with applicable zoning laws. No trade, business, profession or other type of commercial activity may be conducted in or from any Condominium Unit.
- 6. Monthly assessments shall be made payable to the Association in the form of check, online payments, or automatic bank withdrawal. Payments of regular assessments are due by the tenth 10<sup>th</sup> day of each month. Payments are late if not received by the 15th. Late payments are subject to charges as provided in the Declaration.
- 7. Residents shall not directly supervise or in any manner attempt to assert any control over the employees of the Association.
- 8. Each Unit Owner, as well as his family, guests and invitees, shall observe all Rules and Regulations.
- 9. In the event of a violation of the governing documents or these Rules and Regulations, then the owner and/or occupant shall be given a warning upon first violation, with demand for correction of the violation. If the Owner remains in violation after the first warning is issued, then the owner may be fined \$100.00 per day, up to \$1,000.00 maximum per violation. The Owner receiving a fine will have an opportunity to appeal the fine at a meeting of the fining committee.

## Section L: VENDORS RULES AND REGULATIONS:

1. Vendors, contractors and cleaning services are not permitted to work on weekends. Work is permitted Monday through Friday between the hours of 10:00 a.m. to 5:00 p.m. Notify the vendor of this rule in advance.

- 2. The owner must contact the office to facilitate vendor access to the unit. Access is contingent upon management availability. No entry is granted without prior authorization.
- 3. All vendors and contractors working within a unit must possess a license in the trade they work within. They must also carry general liability insurance that would cover the Association in the event of damage to the unit and/or common elements. License and insurance information must be provided to management prior to work commencing.
- 4. At least seventy-two (72) hours in advance of any construction or renovation to any unit, the owner must provide the Association with written notification, including a copy of all permits, plans, specifications and all other information reasonably requested by the Association in order to evaluation and approve any modifications within a Unit. This will allow staff to protect elevators, common areas and to review the plans to ensure compliance.
- 5. Vendors and contractors must park in the resident's designated parking spot or guest parking. Vendors may not block parking at any time and must move immediately upon notice. Loading and unloading of construction materials, furniture, etc., must be supervised by the Owner / occupant at all times. Large moving trucks may not block traffic or parking and must move upon request of Management or Security at any time. Vendors are required to park vehicles in the designated parking area.
- 6. A copy of specifications outlining the exact procedure, color and material to use in order to remain uniform throughout the property many be obtained at the Management Office and must be followed. Written approval must be obtained from the Board of Directors for the following trades: hurricane shutters, satellite dish, floor tile for correct underlayment.
- 7. Garbage and refuse generated from vendors and contractors must be removed from the Property.
- 8. No building materials, grout, paint or any other solids or liquids may be disposed through the unit's plumbing or drains. Vendors or contractors are expected to remove their own materials away from Legacy Place property. Vendors and contractors may not use the common areas as staging areas and may not leave supplies and materials on common areas. All common areas will be inspected at the end of each day. The cost of any repairs to the common area or to the other units will be assessed against the owner / sub-contractors.

ANY VENDOR FOUND TO BE IN VIOLATION OF THESE GUIDELINES WILL NOT BE PERMITTED TO RETURN TO THE PROPERTY UNTIL THE VIOLATION HAS BEEN CORRECTED AND PAYMENT HAS BEEN MADE FOR DAMAGES.