RULES AND REGULATIONS

INTRODUCTION

The following rules and regulations have been developed over the years to address community living at Park Lake Towers. It is incumbent on each resident to exercise courtesy and common sense with respect to the rights and property of others; for example, removing lint from clothes dryers after use, preventing entry doors from slamming and allowing others to exit the elevator before entering. The common desire is to help create an environment of peace and comfort without having to establish and enforce excessive rules. The Board of Directors of Park Lake Towers Condominium Association has adopted the following Rules and Regulations. For the purposes of this document, Park Lake Towers Condominium Association may be referred to as the "Association" and the Park Lake Towers Board of Directors may be referred to as the "Board." Park Lake Towers may be referred to as the "Board." Park Lake Towers may be referred to as the "Board of Directors way be referred to as "PLT." Any consent or approval given under these Rules and Regulations by the Board shall be revocable at any time. Further, they may be amended, modified, added to or repealed at any time by the Board in accordance with Florida Statutes. Video recordings may be used to enforce rules.

PLT Security officers are contracted to assist in our security, safety, protection, and adherence to the Rules and Regulations. In the event that a security officer gives a directive, you should follow it. Please notify the Manager in writing should you believe that the directive was incorrect, inconsistent with our rules or not appropriate. Written concerns from any resident will be reviewed by the Manager and Board for evaluation and/or corrective action.

OWNERS OR RESIDENTS WHO VIOLATE ANY OF THE FOLLOWING RULES AND REGULATIONS SHALL BE SUBJECT TO NOTICE, FINES, ASSESSMENTS AND/OR PENALTIES AS PERMITTED BY LAW.

DEFINITIONS

- **1. Guest:** an individual visiting a resident for a period of 24 consecutive hours or less.
 - **Houseguest:** an individual visiting a resident for a period of more than 24 consecutive hours but less than 30 days.
 - **Resident/Tenant:** an individual who is in residence 30 days up to one year or more; receiving all benefits of residency including, but not limited to receiving mail, having name posted on entry board and/or a telephone listing. This occupant would have to meet all criteria listed for a resident under Article 11.2 of the Declaration of Condominium of Park Lake Towers and Rule #46.

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- 2. <u>Ingress and Egress</u>: The walkways, entrances, halls, corridors, stairways and ramps shall not be obstructed or used for any purpose other than ingress to and egress from the unit except as necessary, with approval of management, for repair or remodeling of the unit.
- **3.** <u>**Unit Exterior**</u>: The exterior of the units and all other areas appurtenant to a unit shall not be painted or modified (except as provided in Rule #16, B, 4) by any resident in any manner without agreement as provided in the PLT declaration of Condominium and prior consent of the Board, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board. Residents shall not put their names on any entry of the units or mail receptacles appurtenant thereto.
- **4.** <u>Modifying Unit Windows or Exterior</u>: No article shall be attached, hung or shaken from the exterior and unit entrance doors or windows or placed upon the outside window sills of the units or balconies, except as provided in Rule #16, B, 4.

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- **5.** <u>**Modifying Unit Exterior**</u>: No awnings, window guards, light reflecting materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used externally or in windows, except as shall have been approved by the Board, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Board.
- **6.** <u>**Signs or Advertisements**</u>: No signs, notices or advertisements shall be inscribed or exposed on or at any window or other part of the units, except as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the units without similar approval.
- **7.** <u>**Cleanliness/Sweeping**</u>: Each unit owner/tenant shall keep such unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.
- **8.** <u>Antennae</u>: No radio or television aerial or antenna shall be attached to or hung from the exterior of the unit or the roofs thereon; and no radio or television transmitting equipment shall be operated in a unit, excepting any central antenna system installed to serve all residents.
- **9.** <u>**Bicycles, strollers and personal articles**</u>: No bicycles, scooters, baby carriages or similar vehicles, toys or other personal articles shall be allowed to stand in any of the common areas or driveways. Bicycles shall be kept in such area as designated by the Board. No bicycles shall be ridden through the main lobby. However, if a resident stores his or her bicycle in the resident's unit and the resident has a reserved parking space on the floating deck, then the resident. Otherwise, residents should enter the building with their bicycles through the basement lobby and shall carry their bicycles across carpets. Bicycles are permitted in elevators, subject to the preceding restrictions. Residents shall obtain an identification decal from the Manager for each bicycle that they store in the underground parking garage and said decal shall be affixed to the bicycle as instructed.
- **10. Damage**: Any damage to the building, recreational facilities or common areas or equipment, caused by residents or their guests, shall be repaired at the expense of the unit owner.
- **11.** <u>**Common Area**</u>: Residents or guests shall not use PLT common area property in any manner other than the manner in which each of these areas are reasonably intended to be used, as demonstrated by the fixtures and items of furnishing located therein (this includes, but is not limited to, parking areas, swimming pool, health club, recreation room, main lobby or individual lobbies), and shall not upset the tranquility of PLT, or otherwise cause damage to the common elements in said use.
- **12.** <u>Food and Beverages</u>: Food and beverages may not be prepared or consumed in the common areas, except as described in Rule #20(G), and at Association sponsored events. No open beverage containers will be permitted in any lobbies, stairwells or elevators. If a spill does occur, then the resident shall inform management.
- **13.** <u>Attire in Public Areas</u>: No one shall be allowed in the lobby or elevators at any time without shoes and proper attire. When coming from the swimming pool, please dry off and /or cover up sufficiently so as not to drip water onto the lobby and elevator floors.
- **14**. **Occupancy Limits**: The restriction on density or occupancy of PLT units is as follows. The number of persons permitted to occupy or reside within unit is:
 - 2 Persons 1 Bedroom unit
 - 4 Persons 2 Bedroom unit (1 bedroom convertible)
 - 4 Persons 2 Bedroom unit (2 bedrooms)
 - 6 Persons Units 1702, 1704, 1707, and 1709 (penthouses)

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In addition to the above, houseguests and guests will be permitted over the above occupancy levels for a period not to exceed 30 days without Board approval.

15. <u>Maintenance or Repair in Units</u>: Each owner shall maintain in good condition and repair all interior elements of their unit and common elements, such as windows/doors damaged by resident. The Association has the right to make repairs and assess the owner for necessary work to restore the property. Residents shall advise repairmen that they must register at the management desk when entering and leaving building. Tampering with or adjusting main water valves, main air conditioning valves or electrical breakers is prohibited, unless coordinated with the PLT Maintenance Supervisor. It is the responsibility of the resident to inform delivery or repairmen to park in appropriate parking areas. It is also the responsibility of the resident to arrange for their repairmen to enter the building. Non-emergency repairs shall only take place after 9:00 a.m. on non-holiday weekdays. All repairmen must be out of the building by 4:30 p.m.

16. <u>Balconies, Entry Doors and Limited Common Areas</u>:

- **A.** The following items may not be placed on balconies, limited common areas, roofs or walls of Park Lake Towers:
 - **1.** Appliances including hot tubs, refrigerators, stoves, generators, butane or charcoal grills.
 - 2. Building Supplies.
 - 3. Storage containers or utilizing common areas for private storage without Board approval.
 - **4.** Water hook-ups
 - 5. Wind Chimes
 - **6.** Anything placed on the roof must have a slip-sheet installed underneath. No permanent fixtures can be attached, hung or installed on the roof, limited common areas or common area walls. Any changes in the roof area must comply with the provisions of the roofing warranty and approval of the Board, and may require approval of the Association as a material alteration to the common elements.
 - **7.** Nothing shall be placed on the balcony railings at any time, except as provided in Rule #16(B)(4).
- **B.** The following rules pertain:
 - **1.** Water shall not be swept from the balconies to prevent being blown onto residents at a lower level.
 - **2.** Bird excrement must not be allowed to accumulate. It must be cleaned and disposed of by the occupant not thrown or washed from the balcony.
 - **3.** All items on balconies must be removed and stored inside the unit when occupants are away from Park Lake Towers for extended periods of time.
 - **4.** Holiday decorations and lights may be strung on balconies and plugged into a receptacle. Lights and decorations may be strung two weeks before a holiday and must be removed within two weeks after the holiday. Entry doors may be decorated for the same time frame.
 - 5. Balcony floor may be tiled or painted with Board approval.
 - **6.** Feeding birds or other wildlife from balconies is prohibited.
 - 7. Nothing shall be thrown from balconies, including, but not limited to cigarettes, liquids and soil.
- **17.** <u>Building Security:</u> <u>Residents shall not permit any strangers or guests of other residents to follow</u> <u>them into the building.</u> All guests must be given entry to the building by the resident they are visiting.
- **18.** <u>Shopping carts:</u> Black plastic shopping carts may be used to transport groceries and other items to and from a resident's unit and their vehicle, and <u>must</u> be returned to the Parking lobby after each use. Carts shall not remain in the parking garage, lobbies (other than the Parking lobby), individual units or any other common areas. They are available on a first come, first served basis, but not for contractor

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use. Carts for contractor use are located in the garage at the exit gate. If no carts are available, it is the contractor's responsibility to provide such. PLT has no obligation to provide carts to contractors. PLT reserves the right to retrieve shopping carts from common areas and individual units.

SWIMMING POOL, RECREATIONAL FACILITIES AND GUESTS

19. Swimming Pool and Recreational Facilities: The swimming pool and recreational facilities are solely for the use of the PLT residents and their invited guests and houseguests. Swimming and the use of other recreational facilities shall be at the risk of those involved and not, in any event, the risk of the Association, Manager, employees or agents. PLT staff and security officers have the authority to eject violators from the pool or other facility, should any safety rule be violated. This authority extends to ejecting one or more persons for the possession of a glass container in the fenced pool area, and closing the pool in the event that broken glass is found in the pool or pool area.

In keeping with a zero-tolerance policy, any resident associated with a broken glass incident in the pool will result in a damage assessment to owner of not less than \$1000.00 to offset the cost of draining, clean-up, refilling and rebalancing the pool water.

- **20.** <u>Swimming Pool:</u> Regulations governing the use of the swimming pool, pool areas and recreational facilities, permitted hours, guest rules, safety and sanitary provisions, and all other pertinent matters shall be in accordance with regulations adopted from time to time by the Board and posted in the swimming pool area and other recreational areas:
 - **A.** Pool use is limited to residents and guests only.
 - **B.** An owner who rents/leases a unit forfeits all rights to the pool during the duration of the rental/leasing agreement.
 - **C.** Diaper-clad persons are not allowed use of the pool. Persons under 16 years of age are to be accompanied by an adult at all times in the pool area or other recreational facilities. Individuals not skilled at the proper use of pool facilities or other recreational facilities are to be accompanied by individuals skilled in the use of the pool or other such recreational facilities at all times.
 - **D.** Beverages in glass containers are not allowed in the pool area. No glass of any kind is permitted in the pool area.
 - **E.** Persons utilizing pool or recreational facilities are responsible for leaving the area clean and equipment in proper condition.
 - **F.** Only proper swim wear is allowed. Swimming nude, in cut-offs, or in street clothes is prohibited.
 - **G.** No food or drink may be consumed while in the pool itself. Food and drink may be consumed while in the pool's gated area only if food and drink containers, bowls, plates and cups are made of paper or plastic. All remnants and garbage must be properly disposed of in trash receptacles.
 - **H.** No smoking in or around the pool or pool area including the breezeway between the pool and rear entry doors.
 - **I.** Table umbrellas are to be closed after use.
 - **J.** Safety rope will remain in place while individuals inexperienced in the use of a pool are in the pool area. Sitting, standing, hanging, swinging, jumping or playing on the pool safety rope is prohibited. Lap swimmers must replace the rope before leaving the pool.
- **21.** <u>**Register of Houseguests**</u>: Residents shall register the names of houseguest(s) with management and introduce them. Houseguests on extended visits need not be accompanied by the resident if the houseguest has been registered and introduced to the Manager; otherwise, resident must accompany guests or houseguests while such guests are using the pool or recreational facilities.

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- **22.** <u>**Recreation Room Use**</u>: Residents requesting to reserve the recreation room must see the Manager to make a reservation and pay a deposit. The resident shall pay a deposit in the amount of \$150.00 if the resident anticipates 10 or fewer guests at his or her function. If more than 10 guests are anticipated, then the deposit shall be \$250.00. The amount of the deposit may be increased or decreased from time to time by the Board. Reservations will not be accepted for dates more than 60 days from the date on which the reservation is made without Board approval. Additionally, residents may not reserve the recreation room for more than one weekend day or evening at a time, without prior Board approval. The Board reserves the right to restrict use of the recreation room on holidays including, but not limited to New Year's Eve, championship sporting events and Independence Day, in order to preserve the security of PLT premises.
 - **A.** If the facilities are returned in original condition after use, the deposit will be refunded upon request to the Manager. The resident is responsible for cleaning the area around the recreation room if his or her guests have used said area.
 - **B.** The resident is responsible for maintaining security in the building. Doors from the lower lobby to the parking garage shall not be propped open. The resident is responsible for making sure his or her guests enter the building properly, either by utilizing the call box or by the resident opening the door for them. Residents shall not ask guards or staff to open doors for their guests.
 - С. The resident is responsible for any and all damage to the recreation room or other common areas caused by the resident or his/her quests. Management shall have the sole discretion to inspect the recreation room and other common areas to determine what items or areas, if any, may be missing or have been damaged by the resident or his/her guests. The Association shall apply the security deposit to the cost of cleaning or repair of damage, if any. If the cost of cleaning or repair of damage is less than the security deposit, the balance of the deposit shall be returned to the resident. If the cost of cleaning or repair of damage is greater than the security deposit, the resident shall be financially responsible for the difference between the security deposit and the cost of cleaning or repair. Non-owner residents who reserve the recreation room are responsible for damage caused by them or their guests. However, if the deposit made by a non-owner resident is insufficient to pay for the damage, then the unit owner is responsible for all remaining unpaid damages. In the event that the Association makes a claim for cleaning or repair, the resident shall be prohibited from reserving the recreation room for a period of 90 days except with Board approval. After said 90 day period, the resident may be required to pay a deposit of twice the current rate on future reservations of the recreation room.
 - **D.** No furniture or equipment belonging to the Association may be removed from the recreation room (or any common area) at any time without the written consent of the Board.
 - **E.** No resident shall reserve the recreation room for a party or event where an "open invitation" is published by email, social media (e.g., Facebook, Twitter, etc.), signage or any other means. No resident shall reserve the recreation room for a party or event where an admission fee is charged. All of the resident's guests must be known to the resident.
 - **F.** No resident shall reserve the recreation room for commercial purposes or to further any business endeavor.
 - **G.** Residents who reserve the recreation room are responsible for advising their guests to park in guest parking spaces or on the street.
- **23.** <u>**Gambling or illegal activity**</u> is NOT permitted in the recreation room, pool area or other common areas.
- **24.** <u>**Health Club**</u> (exercise room) may be used by any resident or registered houseguest. Individuals not skilled at the use of health facilities must be accompanied by an individual skilled at the use of such facilities. Exercise equipment or weights shall not be removed from the Health Club. Weights and equipment must be returned to their proper places. Broken or damaged equipment, mirrors, furniture

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or torn rugs must be reported to management. The use of dry paste or powder is prohibited. Residents shall not leave or store any personal equipment in the Health Club.

GARBAGE, TRASH AND RECYCLING

- **25.** <u>**Trash Chute Use**</u>: All garbage and refuse from units shall be placed in securely tied bags and deposited with care in the garbage chute intended for such purpose only at such times and in such manner as the Association will direct. Nothing shall be placed in the chute between 11:00 p.m. and 7:00 a.m. of any day.
 - **A.** The following items may not be placed in the trash chute and shall be placed in containers/dumpsters located in the lower level parking garage:
 - Loose food and liquid (loose food and liquids must always be placed in securely tied bags whether disposed in the trash chute or dumpster)
 - Wood
 - Coat hangers
 - Metal rods of any length
 - Cardboard boxes
 - Flower pots and soil
 - Glass and glass bottles
 - Air conditioner filters
 - Pizza boxes
 - **B.** <u>**Recycling**</u> is encouraged and the recycling carts are located on the north side of the Parking Garage. The following items can be placed within the recycling carts:
 - Cans aluminum, tin, steel, bi-metal cans
 - Paper newspaper, cardboard (flatten all boxes), clean pizza boxes, carton board/cardboard, junk mail, paper board (cereal boxes & other cartons), milk cartons, juice boxes, magazines
 - Glass food containers, beverage containers, any color or clear glass
 - Plastics plastic containers with recycling symbols on the bottom

The following items are NOT recyclable:

- Plastic bags
- Styrofoam
- Window glass / mirrors
- Ceramics
- Light bulbs
- Food contaminated paper
- Hard covered books
- Photos
- **C.** <u>**Dumpster Use**</u> The following items may NOT be placed in any dumpster, trash chute or other receptacle on PLT property:
 - Construction debris. Neither workmen nor residents may place this type of debris in the dumpster. Construction debris MUST be removed offsite and NEVER deposited in PLT dumpsters. Violators may be assessed \$500 per violation.
 - Doors
 - Furniture
 - Televisions, computers, electronics

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- Appliances
- Toilets, kitchen or sink basins, hot water heaters
- Paint and painting materials
- **D.** <u>**Bulk Trash Disposal**</u>: All bulk sized trash, furnishings and non-dumpster items are placed curbside at the Hillcrest Street entrance to Parking Lot #3.

NOISE & ODORS

26. <u>Quiet Enjoyment</u>: No resident shall make or permit any noise which will disturb or annoy the occupants of units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other occupants. Residents must turn down their sound generating devices or other entertainment media after 11:00 p.m. and cease any unwarranted noise between **11pm and 7am**, including any noise on balconies if said noise can be heard in neighboring units. The Board encourages owners and residents to use interior walls for media equipment, not a wall shared with another unit.

Residents will act to minimize and control offensive odors and drifting second-hand smoke coming from their unit into the common areas.

ABSENT OWNERS/TENANTS

- **27.** <u>**Designate a Caretaker**</u>: Unit owners or tenants who plan to be absent from their unit for three days or longer must prepare the unit prior to departure by:
 - Removing all furniture, potted plants and other objects from the balcony or terrace.
 - Designating a responsible firm or individual satisfactory to the Manager to care for the unit should it suffer storm or other damage. In the event a party is not designated, the Board has the right to observe units, correct deficiencies and make repairs at the expense of the owner.

PARKING AND VEHICLES

- **28.** <u>Safety and Courtesy</u>: No vehicle belonging to a resident, houseguest or guest shall be parked in such manner as to impede or prevent ready access to another resident's, houseguest's, or guest's parking space and shall not extend beyond the boundaries of the parking space. Residents and their houseguests and guests will obey any parking regulations posted in the parking areas and driveways and other traffic regulations promulgated in the future for the safety, comfort and convenience of the residents. Back-in parking is prohibited. Vehicles illegally parked may be towed at the expense of the vehicle owner. Items other than motor vehicles are prohibited from occupying parking spaces in the Underground Parking Garage and the Floating Deck. The speed limit in all parking areas is 8 mph.
- **29.** <u>Loading Zones</u>: The fifteen (15) minute parking spaces are for loading and unloading only. The 15minute rule will be strictly enforced and violators may be towed at the expense of the vehicle owner.
- **30.** <u>Parking Area #1</u> (Underground Parking Garage): Only vehicles 6'-0" in height or less may use this portion of the parking garage. Because of the entrance and exit slopes, vehicles should not be overloaded in order to avoid scraping the ground when entering and exiting the garage. All parking in the garage is reserved for residents; and there are no guest parking spaces.
- **31**. **Parking Area #2** (Floating Deck): Only vehicles 6'-6" in height or less and less than 6,000 pounds may use the floating deck. This parking area has reserved parking spaces for residents, and designated parking for guests.
- **32.** <u>**Permissible Vehicles**</u>: Vehicles described as passenger automobiles, vans, mini-vans, pick-up trucks, sport utility vehicles and motorcycles shall be allowed to park in the parking garage or on the floating deck. No vehicle described on the vehicle registration certificate as a recreational vehicle, boat trailer,

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boat or trailer may be parked on PLT property. Residents are permitted to park motorcycles crosswise in front of their registered vehicle in their assigned space.

- **33.** <u>**Parking Area #3**</u> (Upper Level Parking): All vehicles not permitted to park in Areas #1 and #2 may park in the diagonal spaces of the upper level parking lot behind the adjoining offices (presently known as Quest, Inc.) or on the street.
- **34.** <u>Unauthorized Vehicles</u>: Commercial vehicles with lettering or company logos, boats, trailers, campers, recreational vehicles, improperly licensed vehicles, vehicles improperly maintained causing property damage or leaking fluids, disabled, inoperative or unlicensed vehicles are prohibited from parking in Parking Areas #1, #2, and #3. This excludes vendors performing work on PLT property, provided vendor vehicles do not exceed weight and height restrictions, nor create other property damage.
- **35.** <u>Maintenance of vehicles</u> is limited to emergency repairs such as battery replacement, tire changing, etc. Oil changing is prohibited. In order to reduce carbon monoxide accumulation, please limit vehicle idling.

36. Parking Restrictions:

- **A.** Parking is prohibited in the front driveway at all times. Residents shall instruct their rides, including taxis, not to stand or park in the front driveway. Residents shall instruct food deliveries and taxis to enter onto Parking Lot # 2 (floating deck) off of Hillcrest Street (GPS address: 401 Hillcrest Street, Orlando, Florida 32803).
- **B.** Residents' parked vehicles must display a PLT decal on the rear window, lower left, which grants authorization for said vehicle to park in parking areas on PLT property. Each unit within PLT is assigned one numbered parking space recorded on the deed. Requests for additional parking decals will be considered and limited to the number of currently licensed drivers and currently licensed vehicles per unit (not to exceed the maximum occupancy allowance per unit). Additional decals are issued at the discretion of the Board. A valid driver's license and current vehicle registration are required for each resident requesting a parking decal. Decals must be permanently affixed to the vehicle and are non-transferable. Decals may be obtained from the Manager who will maintain proper records of all properly authorized vehicles parking on PLT property.
- **C.** The use of the limited number of guest parking spaces is restricted to vehicles of PLT guests and houseguests or vehicles of residents with a current and properly affixed parking decal.

CONTRACTORS, PEST CONTROL & ACCESS TO UNITS:

- **37.** <u>Hours for Contractors</u>: The agents of the Association and any contractor or workman may enter a unit for non-emergency purposes after 9:00 a.m. and must leave the building no later than 4:30 p.m., Mondays through Fridays (non-holidays) for the purposes permitted under the terms of the Declaration of Condominium, By-laws, or management agreement, if any. Except in the case of emergency, entry will be made by pre-arrangement with the owner/tenant. For more specific information, refer to the ARC Rules.
- **38.** <u>Materials and/or tools for repairs or improvements</u> may only enter the building through the Parking garage level and shall only be transported in the padded elevator designated for such purpose. No tool, appliance or building material shall be carried or carted through the main lobby.
- **39.** <u>**Completion of Repairs**</u>: The unit owner is responsible for advising management when repair and/or improvement work has been completed.

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- **40. Exterminator**: Each unit will be treated by the exterminator every other month, except those residents with a valid medical excuse, signed by a physician and on file with the Association.
- 41. Access to Units: The Association must retain a passkey to each unit. No owner/tenant shall alter any lock or insert a new lock on any door leading into the unit of such resident without prior consent of the Board. If such consent is given, the owner/tenant shall provide the Association with a key for the use of the Association. Forced entry in any emergency may be required at the owner's expense if no key is provided. An emergency is defined as an unforeseen combination of circumstances that calls for immediate action (access) to prevent property damage or stop additional property damages and/or such circumstances that call for immediate action (access) to provide emergency medical aid or assistance in those situations where person or persons present in the unit are unable to assist themselves. The agents and/or officers of the Association shall make a reasonable effort to secure a witness prior to entry under emergency situations but are not precluded from entry if the situation warrants such entry. The agents and/or officers of the Association, having made entry under this section of the Rules and Regulations and having taken such necessary action to prevent property damage or render emergency medical aid, shall immediately: a) notify owner or tenant of such unit entered; b) write a detailed report of such entry and circumstances that justified such action. A copy shall be retained by the Association Manager, and shall be forwarded to the unit owner and/or tenant, and to the Association President, who shall present all such reports at the next regular Board of Directors' meeting or sooner. Keys held by the Association for this purpose shall be security coded and not filed according to unit number. Code and keys shall be kept in a safe that provides a combination and key entry. Such safe shall be secured in a locked area under management control. Keys to the safe shall be in the possession of the Association Manager, provided, however, that the President of the Association may retain a key. The Association Manager is authorized to pass on the key to an appropriate Association agent in order that an agent on duty at all times may possess such a key.

MOVING IN/OUT OF PLT, ARC AND DELIVERIES

42. <u>Moves & Deliveries</u>: There shall be no moves in or out of the building, including replacement or new appliances and furniture, on Saturdays, Sundays, or legal holidays. All moves and other non-emergency deliveries shall take place after 9:00 a.m. and before 4:30 p.m. on non-holiday weekdays using the padded elevator only. All arrangements must be made with the Manager at least 48 hours before the move or delivery. Nothing is to be moved through the lobby except articles that can be placed in black plastic shopping carts designated for residents' use stored in the Parking lobby. All damage to the units or common area caused by the moving or carrying of any article therein shall be the responsibility of the resident.

A \$250 deposit is required when a move in or out is scheduled. The deposit will be refunded when the move is completed with no damage to PLT property. Costs for any repairs will be deducted, depending on the amount of any damage.

Residents receiving oversize packages must arrange for delivery directly to their unit by the carrier through the Parking garage level.

43. <u>The Architectural Review Committee</u> (ARC): ARC shall enforce rules and regulations pertaining to repairs and remodeling of PLT units, including deposits required by owners when making repairs and/or improvements.

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PROHIBITED MATERIALS

- **44**. **Flammable oils or fluids**: No owner or resident shall use or permit to be brought into the units or Association property any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, except in normal household amounts, or any other explosives, fireworks (including sparklers) or articles deemed extra hazardous to life, limb or property. No barbecue equipment or grills (other than electric) are permitted.
- **45.** <u>No grills or other cooking equipment</u> are permitted in the common areas, including the parking lot, without prior written Board approval.

PURCHASING, RENTING OR LEASING A UNIT

Board Approval: No one may purchase or lease a unit in PLT without formal Board approval. 46. Applicants for purchase and rental shall submit to a credit and criminal check for which they will reimburse the Association. It will be the sole decision of the Board to accept or reject the application for purchase or lease. Prior to the execution of a lease agreement, the Board or its appointed representative(s) (which may be known as the Welcoming Committee) must first have the opportunity of meeting prospective new residents for the purpose of interviewing them, reviewing rules and regulations and examining the lease/rent agreement to be assured that the practice conforms to the Association documents. All prospective new residents must complete and turn in an Application form prior to the scheduled interview. At the interview, prospective residents will receive a Resident Information form, in addition to other related forms, which must be delivered to Manager prior to occupancy. All residents must have a current Resident Information form on file with the Association. For the rights and safety of all residents, it is each resident's responsibility to notify management of any changes to their information on file. Owners who lease their unit shall lose the right to use that unit's assigned parking space, as well as use of amenities for the duration of the lease agreement. Lease of the unit transfers the unit's assigned parking space to the tenant. Lease agreements shall contain a clause stating that tenants are required to abide by the PLT Rules and Regulations and that violation of the Rules and Regulations may result in non-renewal of lease, not excluding eviction. Lease renewals are subject to approval based on tenant history in the **building.** Owners are responsible to provide a copy of these Rules and Regulations to their tenants; a copy should be attached to the lease.

Owners who sell their units are responsible to provide a copy of these Rules and Regulations to the buyer prior to closing.

House and/or Condo swapping, short term leasing and/or vacation rentals are never permitted.

ANIMALS

- **47.** <u>Pets</u>: No pets shall be allowed on PLT property at any time, except assistance animals as provided by law and regulated by Rule #48 below. Lessees, owners, members of the immediate family, guests or visitors are not permitted to bring animals of any kind, except assistance animals, onto the premises of Park Lake Towers.
- **48.** <u>Assistance Animals</u>: An assistance animal is not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. A unit owner or occupant wishing to possess an assistance animal within PLT shall request a reasonable accommodation for same from the Association. A unit owner's or occupant's request for a reasonable accommodation to possess an assistance animal in a unit shall be evaluated by the Association. The Association may ask a unit owner or occupant who has a disability that is not readily apparent or known by the Association to submit reliable documentation of a disability and their disability-related need for an assistance animal. If

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the disability is readily apparent or known but the disability-related need for the assistance animal is not, the Association may ask a unit owner or occupant to provide documentation of the disabilityrelated need for an assistance animal. For example, the Association may ask a unit owner who is seeking a reasonable accommodation for an assistance animal that provides emotional support to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the assistance animal provides emotional support that alleviates one or more of the identified symptoms or effects of an existing disability. Such documentation is sufficient if it establishes that a unit owner or occupant has a disability and that the animal in question will provide some type of disability-related assistance or emotional support. If any such documentation as described above is not provided to the Association, the Association may disallow any such animal to be present within PLT until such time as sufficient documentation, as described above, is provided to the Association. However, the Association may not deny a reasonable accommodation request because the Association is uncertain whether or not the owner or occupant seeking the accommodation has a disability or a disability-related need for the assistance animal.

- **A.** Each unit owner or occupant must carry their own Condo Insurance Policy, including liability coverage. Park Lake Towers requires that all Owners provide proof of that coverage to the Association yearly.
- **B.** The Association may deny the request for a reasonable accommodation to possess an assistance animal if (1) the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, or (2) the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. The assistance animal's owner is entirely responsible for any damage done to PLT or to persons on PLT property.
- **C.** The assistance animal must not be left in the unit unattended for a period of time exceeding twelve (12) consecutive hours.
- **D.** PLT washers and dryers, other than those washers and dryers that are located on the residential first floor of the condominium building, are not to be used for washing and/or drying of the assistance animal's bedding or other items used by the animal.
- **E.** The Board of Directors may grant a reasonable accommodation to any of these rules as the Board of Directors deem necessary or desirable in order for a unit owner or occupant to avail himself or herself of the services of any assistance animal, consistent with current law.

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- **49.** <u>Appropriate Behavior</u>: Owners shall be held responsible for the actions of their residents and guests, including houseguests. Inappropriate behavior will be referred to security and/or law enforcement. Any damage to the building, equipment, recreational facilities or other common areas shall be repaired at the expense of the unit owner.
- **50.** <u>Visitor Entry</u>: Residents are responsible for arranging entry to the building for any of their visitors and shall not rely on the Manager, security officers or other staff to arrange entry.
- **51.** <u>**Private work by Association Employees**</u>: No resident shall request or cause any employee of the Association to do any non-Association work for the resident during business hours.
- **52.** <u>Feeding stray animals</u> of any kind (including, but not limited to cats, dogs, birds, squirrels) is prohibited on the property of PLT.
- **53.** <u>Notices</u> shall not be placed in the elevators without Management approval. Alterations, defacing or removal of notices is prohibited.

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54. Smoking: Smoking is prohibited in all indoor common areas, garage, pool area and parking lots. Currently, there are Designated Smoking Areas located under the breezeway on the East and West sides of the building. The Designated Smoking Areas location may change from time to time. Smoking around the North and South side entry doors is also prohibited. Ashtray receptacles located near the building's entrance doors are there solely to allow guests and/or residents to extinguish all smoking materials upon their arrival on PLT property.

The foregoing Rules and Regulations were last adopted by the Board of Directors on July 21, 2015 and are subject to the interpretation of the Board. If there is a conflict between the By-Laws and these Rules and Regulations, then, in that instance, the By-Laws shall control. Titles and subtitles used in this document are placed there for convenience only and shall not affect the substance of this document.