

Kenland Walk III Condominium Association Inc.
Rules and Regulations

Under the Condominium documents, the Board of Directors is responsible to establish Rules and Regulations, management is responsible to enforce them, and Unit Owners are responsible to see that the Rules and Regulations are observed by the families, guests, invitees, leaseholders and other persons over whom they exercise control and supervision. The purpose of these Rules and Regulations is to give the residents of Kenland Walk III Condominium Association their rights of individualism without infringing upon the rights of other residents. These Rules and Regulations are binding upon all Unit Owners and Residents and may be modified, added to, or repealed at any time by the Board of Directors or through a majority vote of the Unit Owners. The Rules and Regulations for Kenland Walk III are as follows:

I. Exterior and Internal Buildings:

1. No sign, insignia, illumination, advertisement, notice or any other lettering, or equipment shall be exhibited, inscribed, painted, affixed, or exposed on any window or any part of the outside units or inside, allowing external visibility or attached to any area of the building without the written consent of the Association.
2. No awnings or other projections including televisions or radio antennas or wiring shall be attached to or extended from the outside walls of the buildings.
3. No external placement of bar or ornamental iron on doors, windows or patios.
4. No screens, shades, curtains, blinds etc. are permitted on the patio area.
5. Entrance door to the units cannot be changed, painted or altered in any manner without written approval of the Board of Directors.
6. The sidewalks, entrances, elevators, corridors and stairways of the buildings shall be kept clear of Obstructions. As such they must be kept clear of bicycles, motorcycles, toy carriages, waste receptacles, footwear, umbrellas or other articles at all times.
7. Nothing shall be hung from doors, windows, walkways, balconies or corridors of the condo buildings.
8. All Unit front entry doors must be kept closed when not in use (entering or exiting a unit), for the following reasons, (a) to prevent spread of fire, (b) to minimize the spread of cooking odors (c) to minimize noise to the other Units and common areas.
9. Nothing shall be hung from balconies or walkways or placed in patio areas.
10. No residents shall keep any flammable or explosive chemical in their condo unit.

II. Hurricane Shutters:

1. No shutters may be installed without prior written approval from the Board of Directors.
2. Shutters may only be installed on patio doors and windows.
3. Shutters must be of a design that permits them to either roll up above the window or be removed completely.
4. Shutters must be opened **at all times** except when there is a hurricane warning or alert as published by the National Weather Service. These storm panels must then be removed immediately following the rescission of the hurricane alert or warning and the shutters must be opened/removed.

III. Noise:

1. No noise, music or other sounds, such as: playing any musical instrument or operating a stereo, radio, television or sound system shall be permitted at any time if it disturbs or annoys other residents.
2. **Work to be done in units must be done Monday through Friday between the hours of 9:00 AM to 4:00 PM, and no such work is to be done on Saturday or Sunday.**
3. Hallways, entryways, stairways, landings, etc are not to be used for children's play areas and/or as recreational surfaces. As such they must be kept clear of bicycles, motorcycles, toy carriages, waste receptacles, footwear, umbrellas or other articles at all times.
4. No excessive noise will be permitted in the parking lot area at any time (loud mufflers, loud music, unreasonable honking, screeching of tires, etc.).
5. Absolutely no loitering (to be defined as hanging around, etc.) is permitted in the common areas (common areas to be defined as: hallways, stairs, entryways, elevators) this includes the parking lot. As such there are no parties/gatherings permitted in previously defined common areas, including the parking lot.
6. All tile or wood floor must not be installed without prior written approval from the Board of Directors. All approvals will require a, soundproof cork material, which has an impact insulation class of at least 50 as proven with a laboratory report when the material was tested on a six inch sub floor without a suspended ceiling. This material must be installed underneath the tile/wood floor thus reducing noises that would disturb the neighbors. "WECU Soundless inch cork by WE CORK, INC. meets the requirements set forth by the Association. All edges of hard surface flooring should be separated with at least one fourth inch acoustical sealant (silicone caulking) from contact with all walls within the unit and contact with items that are connected to walls in the unit.

IV. Patios/Balconies

1. Only patio furniture and plants are to be left on the patio. Clothes, towels, bed linens, etc. may not be left out to dry in the balconies/patios. Clotheslines of any kind in balconies/patios are prohibited.
2. Mops, brooms and any other cleaning equipment should be stored in the unit or the balcony closet so as to not be visible from the outside.
3. Foliage on the patio area may not extend more than 12 inches beyond the perimeter of a balcony or be allowed to drape over the sides of or cling to the walls of any balcony/patio area.
4. Nothing shall be swept, thrown or dropped from balconies. The use of detergents to clean balconies is prohibited since said detergent will damage the property of the unit owners in the first floor.
5. Animal waste in balconies must be picked up and disposed of in the garbage. It is prohibited to sweep animal waste from your balcony to someone else's property. Since animal waste can carry diseases, each unit owner is responsible to dispose of it properly and not throw it on someone else's property.
6. Unit owners and residents must advise guests that throwing cigarette butts from the balcony on to someone else's property (patios in the first floor) is prohibited.
7. According to Fire Marshal Regulations, No barbecues or open fires are permitted on any patio. We may be cited by the Fire Marshall and our insurance policy voided for not BBQs from balconies.

V. Pets:

1. **NO PETS REFER TO ARTICLE XXXV IN BY LAWS**

VI. Parking:

According to Article XI of the Declaration of Condominium, the Association has the right to assign parking areas to establish limitations upon the size and kinds of vehicles and conveyances which may be parked or kept on the common property. Article XI states: "The use of COMMON PROPERTY by the owner or owners of all PRIVATE DWELLINGS, and all other parties authorized to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established by the ASSOCIATION governing such use. The ASSOCIATION shall have the right to assign parking in parking areas and to establish limitations upon the size and kinds of vehicles and conveyances which may be parked or kept on the COMMON PROPERTY.

1. Parking will be allowed only in those areas specifically designated for that purpose.
2. The driveway in front of each building is a fire lane, as such, no parking will be allowed in driveways.
3. Parking vehicles of any type on the lawn or walkways is not permitted
4. Association will assign one (1) parking space per unit and the vehicle that is assigned to that space must have a decal. In order to receive the decal, Drivers License with name/address of unit owner/tenant must be presented at the time and a copy of it turned in to the Association.
5. No mechanical work may be performed on any vehicle on condominium premises.
6. **NO VEHICLE LARGER THAN 18X7 ALLOWED**
7. Parking is not permitted for recreational vehicles, trailers, and boats on condominium premises.
8. No vehicle which cannot operate on its own power or has an expired tag (or no tag) shall remain on the condominium premises. Vehicles will be towed at owner's expense.
9. Vehicles that remain unmoved and appear to be stored on the condominium premises for more than a week are subject to towing.
10. Speed limit in the parking is 10 mph
11. Any Vehicles parked in a non- designated area will be towed at owner's expense **WITH OR WITHOUT DECALS**.
12. All vehicles must be parked head in.
13. No car washing is allowed on the premises of the condominium.
14. Out of consideration for everyone living here, no loud music in vehicle entering or leaving property
15. No commercial vehicles are permitted in parking spaces except when loading or unloading.
16. Individual parking spaces are assigned to each unit for use of unit owner/tenant, however, such spaces are not the property of the individual units/owners.
17. **Parking space assignments expire when a unit is sold, when there is a new tenant and/or if said owner/tenant is violating the Kenland Walk III Rules and Regulations.**
18. In order to apply for a parking assignment, owner must contact the management company for application. Once a new owner/tenant fills out parking application and returns it to the management company, said company will ensure that all requirements to buy/rent unit have been met prior to parking assignment.
19. The Association will give each owner/ tenant a visitor decal to be used in assigned areas for the sole use of visitor of Kenland Walk III; they are not for use of owners/ tenants.
20. In case of an overnight visitor for more than one day, permit must be obtained from management office. Violators will be subject to tow at the owner's expense.
21. The use of the parking for disabled by vehicles with assigned parking decal is not permitted in the condominium Kenland Walk III and decal for disabled in the same time. In this case the assigned parking will be revoked.
22. In order for someone with two vehicles to apply for a second parking space, they must be in a waiting list due to lack of space. When a unit is vacated the board will evaluate parking space availability.

VII. Rubbish/Garbage Disposal

1. All garbage must be in a securely tied plastic bag and placed in garbage chute.
2. Do not leave any unwanted items or garbage in the trash rooms, please place in the dumpster/recycling bins.
3. Any items that are too large to put into the trash chutes must be carried downstairs and be placed directly in the dumpsters.
4. Under no circumstances is garbage to be placed outside unit doors for disposal at a later time.
5. No dumping of building materials and/or furniture, etc. is permitted in the trash areas or elsewhere on the premises. It's the resident's responsibility to have these items hauled away from the premises.

VIII. Payment of Monthly Maintenance Assessments:

1. The maintenance fee is due on the first {1st} of each month.
2. In the event that a monthly installment has not been received by the 10th day of the month, a \$25.00 late fee will be added to your account.

IX. Sale and Rental of Units:

Page 12 Article XXI of the Condominium Documents details this category. Briefly summarized, it states the following which shall be in effect as part of the rules and regulations.

1. In the event that a unit owner is selling their unit, prior to closing, prospective buyers must fill out an application with the management company in order to have a background check done.
2. Once the prospective buyers pass the background check, prior to moving in they will receive a copy of the Rules and Regulations and meet with a member of the Board of Directors.
3. If a unit owner desires to rent their unit, prior to a tenant signing lease agreement, tenant must fill out an application with the management company in order to have a background check done.
4. Once the tenant passes the background check and the "Tenant's Application Form" is approved by the Board of Directors, tenants must receive a copy of the Rules and Regulations and meet with a member of the Board of Directors.
5. Unit owner must submit a copy of the lease agreement to the Board of Directors/Management Company. The lease must include a clause which states that the tenant has received a copy of the Rules and Regulations of the Association and agrees to abide by them.
6. No unit owner may enter into a lease agreement for a term of less than one year. Renting a unit for a period of less than a year is prohibited.
7. In the event of any violation by the tenant, their family, guests or invitees of the Rules and Regulations of the Association, or any provision of the Declarations of Condominium documents, such violations shall be deemed a breach of the lease. **OWNERS/TENANTS WILL RECEIVE NOTICE OF VIOLATION, ASSOCIATION WILL HAVE THE RIGHT TO BREACH CONTRACT IF VIOLATION IS NOT CORRECTED IN A REASONABLE MATTER**
8. Forms necessary for processing applications are available at the office of the Management Company.
9. A refundable security deposit of \$500 is required from the owner of the property for all leases to cover any damages in common areas or belongings left behind (such as trash or furniture) with the condition that the renter advises the community 48 hours before they move out so that a community representative can be present while the unit is being emptied. If the community is not notified and no representative is present the renter forfeits their right to a refund.

X: Residential Use Restrictions Applicable to Private Dwellings:

REFER TO ARTICLE X OF BY LAWS: NO TIMESHARES ALLOWED, NO VACATION RENTAL SERVICE OF ANY KIND, VACATION TIME IS NOT ALLOWED IN ABSENCE OF OWNER.

XI: Guests:

1. A guest is defined as a person who is visiting either an owner or a tenant, either during the daytime or staying overnight.
2. Guests who will occupy units in the absence of the owner or approved tenant for less than 10 days, need to register with the Property Manager and provide copies of driver's license (for out of town guests, copy of passport/visa), vehicle information and exact days of stay.
3. Guests who will occupy units in the absence of the owner or approved tenant for 10 days or more must apply/pay for background screening in addition to registering with the company.

XII: Children:

1. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while on the condominium property and including full compliance by them of these Rules and Regulations and Regulations of all other By-Laws and Rules and Regulations of the Association.
2. Playing shall not be permitted in the hallways, stairs, elevators, or other public places, nor shall they interfere in any way with the quiet and comfort of other owners and/or guests.

XIII: Elevators:

1. Unit owner will be liable for all damages incurred by the moving of furniture/property or that belonging to their tenants.
2. Hours of moving in and out are Monday thru Friday 9:00 AM – 4:00 PM
3. Owners/ tenants may not allow their children's or child age guests to play in the elevators. Young children Are not allow to ride the elevators unescorted.
4. Pets being transported in the elevator must be on a leash at all times and Owner/tenant is responsible for the cleanliness of elevator.
5. In case of evacuation due to fire, residents must use stairways. Do not attempt to use the elevators!

XIV: Pool:

1. The pool is open from sun-up to sun-down.
2. There is no lifeguard on duty. Persons using the pool do so at their own risk. Lifesaving equipment is provided for use in emergencies and is **not** to be used for the recreation of bathers.
3. All bathers must shower before swimming.
4. Guests must always be accompanied by a **resident**.
5. Running, pushing, etc. are not permitted.
6. No food or beverage permitted in the pool area.
7. Positively no glass or any other kind of breakable containers are allowed in the pool or in the pool area.
8. No pets are permitted in the pool or in the pool area.
9. Since we all have different tastes in music, loud music which disturbs your neighbors' pool enjoyment is not permitted.
10. Admission to the pool area is by key only. Bathers are requested not to open the gate for anyone not having a key.
11. All non-toilet trained persons must use water-proof pants or garments when using the pool.

I HAVE READ AND UNDERSTAND THE RULES AND REGULATIONS STATED ABOVE

I agree to comply and abide by these rules and any future rules of Kenland Walk III Condominium Association, as well as the By-Laws and Declarations of Kenland Walk III Condominium. I understand that violation of any of these Rules or Covenants of the By-Laws and the declaration of Kenland Walk III Condominium may be punishable by fine.

Building # _____

Unit # _____

Signature of Applicant

Date

Print Name

Signature of Co-Applicant

Date

Print Name

Signature of Co-Applicant

Date

Print Name

Signature of Owner

Date

Print Name