

Central Park II Condominiums

Rules & Regulations December 2010

1. General:

- 1.1. *All unit owners, tenants and their guests are responsible for compliance with the Association's Rules and Regulations as provided herein and as may be amended.*
- 1.2. *Violations of the Rules and Regulations should be reported to the Association's management company, **Progressive Community Management at 941.925.5393** not to the members of the Board. Reports shall be in writing by the complainant, emailed to: bortiz@pcmfla.com or mailed to 3701 South Osprey Avenue, Sarasota, FL34239-6848 or faxed to 941-923-7000.*
- 1.3. *Minor infractions will be called to the attention of the person(s) involved, by the Association's management company, with a recommendation for corrective action. Repeated infractions or violations of a more serious nature shall be referred to the Compliance Committee who advise the Board of Directors for action.*

2. No unit owner, tenant or guest shall:

- 2.1. *Permit any loud or objectionable noises or obnoxious odors to emanate from any unit.*
- 2.2. *Utilize the common elements or a unit's limited common elements in any manner that causes a nuisance or violates any governmental body's laws, ordinances or regulations or jeopardizes the health, safety and welfare of any resident.*
COMMON ELEMENTS -The portion of the condominium properly jointly owned by all owners.
LIMITED COMMON ELEMENTS -Common elements set-aside for exclusive use by the unit owner.
- 2.3. *Allow any fire hazard to exist or permit anything to be done or kept in a, unit or in the common area that may cause damage to any unit or the common elements or cause any increase in insurance rates. Propane and charcoal grills are not permitted. Electric grills are allowed if used away from vinyl siding.*
- 2.4. *Tamper with or modify any element of the fire alarm system.*
- 2.5. *Interfere with the use of any area reserved or assigned as limited common element for the benefit and use of another unit or make use of any of the common elements in such a manner as to interfere with the rights of others to use and enjoy the common elements.*
- 2.6. *Obstruct or encumber any walkway, entrance or other common or limited common element or allow bicycles, wagons, carriages, shopping carts, chairs, benches, tables or any other object to be left thereon or suspended from walls or ceiling.*
- 2.7. *Hang any laundry, garments or unsightly objects in any area visible from outside the unit or on any common or limited common element. Only one or two potted plants may*

be left outside the front door. In any case, nothing should block easy access to a unit front door.

- 2.8. Own or keep more than one pet, not to exceed 35 pounds in weight or 18 inches in height at the shoulder at maturity. No pet other than cats, dogs, birds or fish may be kept. Our documents clearly state tenants **MAY NOT** keep pets, however, the association accedes to owners or tenants who, on proven legitimate medical grounds, require a certified Service Dog – see separate addendum on this topic.*
- 2.9. Allow any rubbish, refuse, garbage or trash to accumulate in places other than the designated receptacles provided (dumpsters or recycle bins) or fail to keep any unit, limited common area appurtenant thereto or any common element in a clean and sanitary condition at all times.*
- 2.10. Park overnight any commercial sign-written vehicle, truck, trailer, motor home, motorcycle, boat or similar vehicle in the common elements or limited common elements. Subject to formal written application, the board may grant permission for a resident to park a scooter or moped with an engine size of 49cc or less in a designated parking area on the property.*
- 2.11. Park any disabled vehicle or non-motorized vehicle on the property. All vehicles shall be appropriately licensed.*
- 2.12 Plant shrubs, plants or flowers in beds anywhere on the property.*
- 2.13 Use a hose or sprinkler to water plants or grass on the property.*

3. All unit owners and tenants shall:

- 3.1. Park only one vehicle in the available space nearest to their unit. Residents in buildings 3&4 should park only one vehicle in the available spaces nearest their building, otherwise, 2nd vehicles and all guest vehicles should park in the overflow spaces on the perimeter.*
- 3.2 Not park or store their vehicles long term in spaces adjacent to the maintenance man's shed as this adds to the congestion problems for residents in buildings 3&4. Long term parking or winter storage of owner's vehicles should be in the designated spaces so marked on the perimeter opposite the building in which the resident resides. Long term parking of vehicles owned by residents of buildings 3&4 should be in the designated spaces on the perimeter opposite buildings 1,2,5,6,7&8. A spare key to the vehicle must be given to or the location of key made available to the association should it be necessary for the vehicle to be moved.*
- 3.3. Use proper receptacles for recycling glass, plastic, paper and metal. Large cardboard boxes shall be "broken down " and placed in the large blue dumpster located at the NW corner of our property. Furniture, TV's, appliances and other large items etc should not be placed in the dumpster or dumped close by, it is the residents responsibility to dispose of these items; builders debris, kitchen cabinets etc should be removed from the site by the owner or the approved contractor. **CCTV cameras will monitor improper use of trash area and all fees incurred by the association for disposal will be invoiced to the resident together with an administration charge.***

- 3.4. *Be responsible for leaving the common areas in a clean condition.*
- 3.5. *Be responsible for picking up pet waste in the pet walk area and disposing of such in trash containers. All pets MUST be on a leash in full control by their owner. All kitty litter shall be securely bagged prior to disposal.*
- 3.6. *Notify the Association's management company of telephone numbers (home and work) and any change thereof.*
- 3.7. *If a tenant, notify the Association's management company of change of occupancy dates at least 30 days before change.*
- 3.8. *Provide a key to management for their unit for pest control and emergencies.*
- 3.9. *Be able to rent the clubhouse for a fee and security deposit, see terms and conditions posted elsewhere and our website www.centralpark2condos.com*
- 3.10. *Store all bicycles in the designated bicycle shed or inside their unit. Keys to the bicycle shed may be purchased for \$20.00 from our maintenance man 941.306.7292 who will also issue registration stickers for each cycle stored.*
- 3.11. *Use the designated BBQ area for outdoor grilling, please clean after use and replace the cover when BBQ has cooled. For the enjoyment of others, please leave the BBQ as you would wish to find. The gate key is the same as for the pool and fitness room.*
- 3.12. *Pay all fees and assessments as stipulated by the association- failure to do so may result in the suspension of privileges to use the common elements and, in accordance with the Florida Statute, suspension of association funded TV service.*
- 3.13. *Be on notice that if an owner is delinquent in payment of association fees and assessments for a unit that is tenanted the association, in accordance with the Florida statute, may garnish the tenant's rent to fulfill the owner's financial obligations to the association.*

4. Swimming Pool:

- 4.1. *A key to the pool (which also accesses the gym and BBQ) should have been supplied with your door key, if not unit owners can purchase a key for \$20.00 from our maintenance man by calling 941 306 7292. Tenants and short term renters please contact the owner or your leasing agent to arrange for a key.*
- 4.2. *Unit owners, tenants and guests using the pool do so at their own risk. There are no lifeguards attending the pool and spa areas.*
- 4.3. **Pool Hours: DAWN TO DUSK. Spa Hours: 6:00 AM to 10:00 PM.**
- 4.4. *Persons using the pool and spa are required to read and obey the posted rules for use of the pool and spa area.*
- 4.5. *Everyone must shower before entering the pool or spa.*

- 4.6. *People wearing bandages, children in diapers of any kind or individuals suffering from incontinence are not allowed in the pool.*
- 4.7. *Children under the age of 12 must be accompanied by an adult.*
- 4.8. *CD players and other electronic devices shall not be played so as to annoy another person. Please also be mindful of other people who probably do not wish to hear your cell phone conversations*
- 4.9. *Swimmers must wear appropriate swimwear. No cutoffs.*
- 4.10. *Food in the pool and spa area must be contained in paper or plastic containers and eaten at the table area.*
- 4.11. ***ABSOLUTELY NO GLASS*** *is permitted in the pool and spa area.*
- 4.12. *No animals are allowed in pool and spa area. (see addendum for Service Dogs)*
- 4.13. ***NO DIVING***

5. Posting or placing of signs or notices:

- 5.1. *Signs are not permitted on any part of the property, except for those approved by the Board of Directors. For Sale and Open House signs are not permitted.*
- 5.2. *Posting of Resident Ads "For Sale or Wanted" are permitted on the large notice board in the mail room. Ads for businesses and services are not permitted, however, for a small fee they can be featured for 12 months on www.centralpark2condos.com.*

6. Improvements on private property:

- 6.1. *Pursuant to Article VIII Section 8.3 of Condo Documents, "no unit owner shall make any alteration or improvement to his unit unless he has first obtained approval, in writing, of the Board of Directors of the Association."*
- 6.2. *All requests for alterations and/or improvements to private property shall request approval for the Association by completing an "Application Request for Alteration" form. Such forms may be downloaded from our website www.centralpark2condos.com or obtained through our management company. Approval of such applications is the sole decision of the Board of Directors.*
- 6.3. *All construction debris shall be disposed of off-site (not in the dumpsters) and the area shall be cleaned at the end of the project.*
- 6.4. *All work shall take place between 8:00 a.m. and 5:00 p.m., Monday through Friday inclusive.*
- 6.5. *Additionally, the Board of Directors wish to remind owners that any prospective buyer or tenant (includes guest or visitor staying longer than 30 consecutive days) must complete an application, provide a full criminal background check, and should be*

interviewed and approved, by the Association, prior to move in. Any deviation from the sale/ lease requirement set out in the Association documents will make the sale/lease invalid. There is a \$50.00 fee for unit transfer. For owners not using a rental agency, Central Park Realty has agreed to arrange for a full background check on prospective tenants for a competitively priced fee.

These Rules and Regulations are for the protection of all and may be amended from time to time. Everyone is required to comply with them in the spirit in which they are promulgated.

**THE BOARD OF DIRECTORS OF THE
CENTRAL PARK II CONDOMINIUM ASSOCIATION, INC.**

Central Park II Condo Association, Inc.
Service Dog Addendum

Central Park II Condo Association, Inc. will, in accordance with Federal and State Laws, permit an owner or tenant to have approved resident status despite the fact they wish to bring onto the property a dog which clearly contravenes the Condo Declaration and Rules and Regulations provided the following conditions are satisfied:

The Americans with Disabilities Act defines a service dog as “any dog”, individually trained to do work or perform tasks for the benefit of an individual with a disability.

1. The association must make ‘reasonable accommodation’ for individuals who suffer from difficulties with seeing, hearing, walking, speaking, learning, breathing, orthopedic, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, HIV, mental retardation, emotional illness, non-current drug addiction, alcoholism, eating or performing a major life activity.
2. The association will require a written statement from a physician specializing in any of the above mentioned confirming that the applicant individual does suffer from one or more of these disabilities, defining the need for a service or support pet and an explanation as to how the pet assists with the disability.
3. The association will require sight of the official service dog certification or registration confirming that the dog has been trained in line with the prescribed needs of the applicant owner or tenant.
4. The applicant owner or tenant must ensure that, whilst on the property, the dog wears a suitable marked ‘service dog’ tabard and is kept on a leash at all times.
5. The applicant owner or tenant should abide by all other rules as detailed in the official Rules and Regulations except that the service dog, with tabard and on a leash, may enter the pool and spa area with the disabled owner only, however, for hygiene reasons, the dog is not permitted to enter the pool or spa.