

**HOLIDAY SPRINGS VILLAGE CONDOMINIUM, INC.**

**RULES AND REGULATIONS**

**(Revised April 2019)**

**INTRODUCTION**

Article II Section 5H, of the Amended Bylaws of the condominium and Florida Statutes §718 (Condominium Act) grant to the Board of Directors the power "to make reasonable rules and regulations for the occupancy of the units and the use of the common elements."

These rules are based on State, County, and City laws dealing with health, fire hazard, safety and sanitation, together with the Declaration of Condominium of Holiday Springs Village – the provisions of which each owner agreed to be bound at the time he/she purchased a unit in this deed restricted community.

"Condominium living" with its concept of private units plus elements owned in common with other unit owners makes certain adjustments to this situation necessary. These are essentially simple and easy to abide by and in doing so, we can enjoy harmonious community living with all it has to offer us in social, cultural and physical activities. Above all, we must bear in mind to:

1. Exercise common sense;
2. Be considerate of others; and
3. Obey the rules and regulations

The following Rules and Regulations are intended for the mutual benefit of all Unit Owners and Residents. The enjoyment of the Condominium by all Owners, Residents and Guests will be greatly enhanced by careful observation of these Rules and Regulations. Please read and familiarize yourself with these rules, as they will be strictly enforced by the Association.

**ENFORCEMENT**

The Board of Directors of a Condominium Association is responsible for enforcing the provisions of the Condominium Documents and these adopted rules and regulations. While the Declaration and Florida Statutes provide the Board with the right to pursue legal action against violators, it is the desire of the Board to obtain the voluntary compliance and cooperation of the unit owners and residents in obeying the rules and regulations and thus avoid unpleasant procedures and undue expense.

**FINES**

A. In addition to all other remedies available, the Association may levy fines against any Unit Owner(s), guest(s) or invitee(s), for failure to comply with any provisions of the Association's Declaration, ByLaws,

Articles of Incorporation, Rules and Regulations or Florida law. Owners are responsible for the conduct of their guests and invitees. As such, in the event that a Unit Owner's guest or invitee, fails to comply with any such provision or Florida law, the Association may elect to levy fines against the Unit Owner.

B. No fine may exceed \$100.00 per day per violation. However, a fine may be levied on the basis of each day of a continuing violation with a total aggregate amount not to exceed \$1,000.00; or the highest amount allowed by law, with a single notice and opportunity to be heard.

C. Before imposing a fine, the following procedure shall be followed:

i. The party(s) against whom the fine is sought shall be provided with written notice of the nature of the violation, and an opportunity to appear before a fining committee. Such written notice shall be provided not less than fourteen (14) days' prior to the date of the violation hearing, and shall include:

- a. A statement of the date, time and place of the hearing;
- b. A statement of the provisions of the Declaration, By-laws, Articles of Incorporation, Rules and Regulations, or Florida law allegedly violated; and
- c. A short plain statement of the matters asserted by the Association.

ii. The party(s) against whom the fine may be imposed shall have an opportunity to respond, to present evidence including witnesses, and to provide written or oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

iii. The hearing must be conducted before a committee of Unit Owners appointed by the Association who are not officers, directors or employees of the Association, or the spouse, parent, child, and sibling of an officer, director or employee of the Association;

iv. If the committee, by majority vote, does not approve a proposed fine, no fine will be imposed. If the committee, by majority vote, approves a proposed fine, the Board of Directors shall impose the fine.

D. Unit owners are obligated to pay fines assessed. In the event of non-payment, the owner's use rights may be suspended, and a certificate of approval/occupancy shall not be granted until all unpaid fines have been paid in full.

E. Nothing herein shall serve to limit or prohibit the rights of the Association to pursue any other remedy set forth in the Association's Governing Documents or Florida law.

## **ARTICLE I - INQUIRIES**

- A. All inquiries or suggestions as to the operation and maintenance of the common areas of the building must be presented by the originator of the inquiry to the office staff.
- B. No owners, residents or guests are authorized to give orders to, or reprimand, any other owner, resident or guest.
- C. No unit owner, resident or guest shall direct, supervise, or in any manner attempt to assert any control of the employees of the Association, or employees of its vendors or contractors.

## **ARTICLE II - EXTERNAL APPEARANCE**

- A. The sidewalk entrances, passages, elevators, vestibules, stairways, corridors, and halls are all common elements and must not be obstructed or encumbered or used for any purpose other than ingress and egress, to and from the premises; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type or nature be kept therein. Plants of all types shall be prohibited from catwalks and stair landings. Horseplay and/or loitering is prohibited in the halls, stairways, elevators, or other common areas.
- B. The personal property of owners shall be stored within their condominium units or in assigned storage spaces, and not within the stairwells, common elements or limited common elements.
- C. No garbage cans, supplies, or other articles shall be placed on catwalks, or on the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors, balconies or terraces, or exposed on any part of the common elements. Fire exits shall not be obstructed in any manner and the common elements shall be kept free and clear of rubbish, debris, and other unsightly material.
- D. No unit owners shall allow anything whatsoever to fall from the windows, balcony, terrace or doors of the unit, nor shall they sweep or throw from the premises any dirt or other substance into any of the corridors, halls, balconies or terraces, elevators, ventilators, or elsewhere in the building or upon the grounds.
- E. Except as otherwise permitted by law, no satellite dish, antenna or aerial may be erected or installed on the common elements, without the prior written approval of the Board of Directors. Any installation made in violation of this provision is subject to removal without notice and at the cost of the unit owner for whose benefit the installation was made.

F. No awning, canopy, or other projection shall be attached to or placed upon the outside walls or doors or roof of a building. Screened balconies and terraces may be enclosed. The type and manner of enclosure must have the prior written approval of the Board of Directors.

G. No inflammable, combustible, or explosive fluid, chemical or hazardous substance of any kind, shall be kept in any unit or on the limited common element assigned thereto or storage areas, except for normal household use.

### **ARTICLE III - ELECTRICAL MODIFICATION AND INSTALLATIONS**

ALL major electrical installations, wiring going through structural elements, wall, and ceilings, must be done by a licensed and insured electrician with Worker's Compensation insurance. This is pursuant to the City of Margate code regulation, and permits are required. Violations place our insurance coverage in jeopardy. Owners planning electrical repairs or alterations must consult the Association Office prior to doing so, and must provide the office with proof of vendor licensing and insurance. Please note that the circuit breakers within each unit may be inspected periodically as determined by the Association.

### **ARTICLE IV - GARBAGE AND REFUSE DISPOSAL**

A. All garbage not disposed of in the kitchen disposal unit shall be placed in the plastic bags distributed to unit owners, sealed and disposed of down the refuse chute into the dumpster.

B. Oils, fats, grease are to be placed in covered containers and disposed of in the dumpsters.

C. Only toilet paper is to be flushed down your toilet bowls; no wipes, towels, napkins, etc.

D. Use the recycle dumpsters for paper, plastic, cardboard boxes (if you can't break them up, leave them by the recycle dumpster and notify the office), aluminum cans, metal cans and glass.

E. If garbage does not fit within the Association issued garbage bags, the Unit Owner is responsible for obtaining and utilizing at his/her own expense, an appropriate size bag that closes tightly and fits easily within the trash chute.

### **ARTICLE V- PARKING RULES**

A. Parking in the Inner Courtyard is reserved for unit owners of that building only with an affixed Black and Silver Parking Decal. Only one (1) Black and Silver Parking Decal will be issued per Unit with proof of a current/valid Registration in the name of the Owner(s) or Approved Occupant(s), and a valid Driver's License.

- B. When a Unit Owner or Approved Occupant is out of town, his or her vehicle, even if bearing a Black and Silver parking decal, may not be stored in the Inner Courtyard, and must be parked in a designated area outside of the Inner Courtyard.
- C. Each One (1) bedroom Unit shall be entitled to the use of up to two (2) parking spaces for authorized vehicles registered to the Unit Owner(s) and/or Approved Occupants of the Unit.
- D. Each Two (2) bedroom Unit shall be entitled to the use of up to four (4) parking spaces for authorized vehicles registered to the Owner(s) and/or Approved Occupants of the Unit.
- E. Those Unit Owners, Approved Occupants, guests, or aides without a decal shall request a temporary parking pass. Parking of these vehicles shall be in the Outer Courtyard.
- F. Only one (1) vehicle may be parked in each space, and all vehicles must be parked with the front wheels facing the parking curb.
- G. There are no disabled parking spaces within the Association.
- H. No motorcycles may be parked for any duration in the Inner or Outer Courtyard.
- I. There is no continuous parking of any vehicles in the dumpster areas or fire lane areas. If you need to unload your vehicle, use the dumpster area for a period not to exceed fifteen (15) minutes.
- J. Vehicles may be wiped dry; however, washing, waxing and or repairing is prohibited in any of the parking areas.
- K. Any vehicle which is inoperable (including flat tires) and any vehicle with an expired registration tag, or any vehicle which does not have decal, cannot remain on the Condominium Property longer than twenty four (24) hours, and may be towed from the property in accordance with Florida Statutes Ch. 715, without prior warning.
- L. No trailers, boats, campers, motorhomes, recreational vehicles are permitted to be parked or stored in or on condominium premises.
- M. Vans, pick-up trucks and scooters are prohibited from parking in the Inner Courtyard.
- N. You are required to notify the office if you have changed vehicles or otherwise permanently removed your vehicle from the property, so that the Association's records may be adjusted and the assigned decal removed from the list of active decals.

O. Commercial Vehicles are prohibited from parking or being stored on the Condominium Property. "Commercial Vehicle" shall mean any vehicle that displays commercial license tags, or any emblems, signs, logos, lettering or other designs or writing on the exterior of the vehicle, or contains visible equipment or tools. Any state, county or local government vehicle shall be exempt from this restriction in accordance with any applicable statutes or ordinances. The foregoing restrictions shall not prohibit the temporary parking of commercial vehicles while making deliveries or providing services to any Unit or to the Condominium Property.

P. Any vehicle parked in violation of the provisions of the Declaration and/or these Rules and Regulations are subject to being towed at the sole expense of the Owner.

**ARTICLE VI - LAUNDRY FACILITIES**

Laundry Facilities are for the personal use of Owners and Approved Residents of Holiday Springs Village Condominium, Inc., only. Doing laundry for anyone other than the Owners or Approved Residents, including, but not limited to doing laundry for children, grandchildren and other relatives/friends is not permitted. Any Owner or Approved Resident found to be using or allowing the use of the Laundry Facilities for other than personal items of an Owner or Approved Resident, shall be subject to fining, and/or suspension of use rights to the laundry facilities, as well as any other remedies provided within the Declaration or by law.

Tokettes are sold in the lobby of the recreation clubhouse each Tuesday of the month. They come in Ten Dollar (\$10.00) packets. You may purchase a maximum of Thirty Dollars (\$30.00) each week by check or money order payable to Holiday Springs Village Condominium with Holiday Springs Identification. You may pay in advance and pick up packets after 12pm on Tuesdays at the security clubhouse station with valid ID.

Laundry facilities hours of operation are from 7:00AM to 9:00PM, seven days a week.

Do not use more than two (2) washers or dryers at a time.

Remove contents from washers and dryers as soon as the cycle is completed. Leave washers clean and clean dryer lint traps after each use.

Washers and/or Dryers are prohibited within the Units.

**ARTICLE VII-SIGNS**

No signs or advertisements of any type may be displayed in any window of any unit, or on the common elements of the buildings, unless otherwise permitted by law.

## **ARTICLE VIII-NOISE**

Televisions, radios, electronic devices, and other sound-distributing items must be kept at a volume which does not create a nuisance or disturb neighboring units.

## **ARTICLE IX - ANIMALS AND SERVICE/SUPPORT ANIMALS**

In accordance with the Governing Documents of Holiday Springs Village Condominium, Inc., no animals of any kind shall be kept in any unit or on any property of the Condominium. However, upon written request of a Resident with a verifiable disability, the Board of Directors may permit a "Service Animal" or a "Support Animal" to be kept as a reasonable accommodation when such accommodation is necessary under federal and state fair housing laws to afford the Resident an equal opportunity to the use and enjoyment of his or her unit. Whenever possible, Support Animals should not exceed twenty (20) pounds in weight at maturity.

A Resident requesting a Service or Support Animal must meet the requirements set forth in the Federal Fair Housing Act, 42 U.S.C. 3601, *et seq* and the Florida Fair Housing Act, Chapter 760 of the Florida Statutes as same may be amended or renumbered from time to time. The Resident's written request for a reasonable accommodation to keep a Service/Support Animal must provide the following:

- A. Written documentation from a health care provider indicating that the Resident:
- i. Meets the definition of a "Disabled Person" under all applicable fair housing and disability legislation, including specifically that the disability substantially limits the Resident from performing one or more major life functions;
  - ii. That the Service or Support Animal requested is absolutely necessary for the well-being of the requesting Resident and ameliorating the disability which is impairing a major life function of the Resident; and
  - iii. That the presence of the Service or Support Animal is necessarily and directly related to the requesting Resident's disability; and
  - iv. That other alternative treatments and therapies which would not constitute a violation of the Association's governing documents have been tried and were insufficient to ameliorate the Resident's disability; and
  - v. Any such other information as may reasonably be required by the Board in order to afford the Board an opportunity to meaningfully review the Resident's request.

- B. A Veterinary Health Certificate for the proposed Service or Support Animal reflecting the breed, sex and current weight of the animal and the maximum weight at maturity, as well as providing proof of current vaccination in compliance with all local ordinances and proof that the Service/Support Animal has been spayed or neutered;
- C. A photograph of the proposed Service/Support Animal and evidence of specialized training, if applicable.
- D. Upon receipt of the Resident's written request and all accompanying information required by the Board, the Board may provide a reasonable accommodation if it finds that:
  - 1. The Resident has a verifiable disability under federal and state law;
  - 2. The accommodation requested is reasonable and necessary for the disabled person's ability to perform major life functions;
  - 3. The requested accommodation does not cause an undue financial or administrative hardship to the Association; and
  - 4. There is an identifiable relationship between the requested accommodation and the amelioration of the disability.

To the extent the information included in the healthcare provider's note/letter submitted by the requesting Resident lacks sufficient detail to permit meaningful review of the accommodation request, or raises reasonable questions to the Board, the Board may request additional information from the healthcare provider (including, but not limited to, requiring the healthcare provider to complete a detailed certification form –as provided by the Board from time to time).

If a majority of the Board approves the Resident's request to keep a Service or Support Animal as a reasonable accommodation for a disability, such approval will be conditioned upon the Resident entering into a Service/Support Animal Agreement containing the specific terms and conditions relating to the particular Service/Support Animal and accommodation. The Resident must agree to and abide by these terms and conditions, which shall be set forth in a Service/Support Animal Agreement that must be executed by the Resident, or such approval will be deemed immediately withdrawn. All terms and conditions will be determined by the Board, in its sole discretion, on a case by case basis and will be based upon the individual needs of the Resident, the nature of the disability, and the breed and/or type of Service/Support Animal being utilized.

The Board may, among other terms and conditions, limit or prohibit the Service/Support Animal from any or all of the common areas (if reasonable), designate a limited area where the Service/Support Animal must be



walked to relieve itself, prohibit actions such as excessive barking deemed to be a nuisance, require that the requesting Resident agree to defend and indemnify the Association from any personal injury or damage caused by the Service/Support Animal, and require proof of adequate liability insurance as a condition for approval.

No Service/Support Animal may be brought on to the condominium premises or brought inside a unit until: (i) the Resident's disability has been verified; (ii) all required documentation has been provided; (iii) the Resident's prescription/healthcare provider recommendation has been verified; and (iv) the Resident has signed the Service/Support Animal Agreement containing the terms and conditions for his or her specific Service/Support Animal. Any Resident who brings an animal onto to the premises or inside his or her unit without following these advance steps will be subject to immediate legal proceedings.

If any word, clause, paragraph, restriction or obligation created by this Rule and Regulation is subsequently found to be invalid, unenforceable, and/or otherwise determined to be unconscionable, such shall not affect the remaining words, clauses, paragraphs and obligations of this Rule and Regulation, which will continue to be valid and enforceable to the extent that such are not dependent upon the offending word, clause, or paragraph.

#### **ARTICLE X- STORAGE AREAS**

A storage bin has been assigned to each unit. Use of these bins and the items stored therein shall be in accordance with insurance, county and local fire regulations. Hazardous materials may not be stored in the storage areas.

#### **ARTICLE XI-EXTERIOR APPEARANCE**

A. Unit Owners are not permitted to make alterations, decorations, repairs, replacements or changes to the common elements, limited common elements or to any exterior or outside portion of the building.

B. Removal of Air Conditioning Units - in the event that it becomes necessary to remove, relocate, or in any manner disturb the position of any air conditioning apparatus and related, equipment by any Unit Owner with respect to their individual Units, the removal, relocation, and/or movement of such apparatus shall be achieved solely by the use of a trained, licensed, bonded and insured, professional crane operator whose use must be approved, in writing, by the Association. No such work may commence without the expressed, written consent of the Association. Additionally, the removal of old units shall be completed in the same manner as the installation of the new unit, specifically by use of crane only. To gain access to the roof the vendor must present their valid Florida Driver's license and their work order to the on duty guard at the recreation clubhouse. Any destruction to the common elements is the responsibility of the unit owner.

## **ARTICLE XII - OUTDOOR COOKING**

Cooking is not permitted on walkways, lawns or patios, or on the limited common elements, or on the condominium property. In the event of an emergency the board of directors will exercise emergency powers per Florida Statutes.

## **ARTICLE XIII - LANDSCAPING**

No additions to, changes in or deletions from, the landscaping and structure of this condominium may be made by any Unit Owner. No planting or gardening is permitted on the common elements.

## **ARTICLE XIV-SALES OF APARTMENTS**

In accordance with provisions contained in the Declaration of Condominium, any unit owners who contemplate selling their Unit will advise the prospective purchaser to obtain an application from the office staff on location. When a signed contract for sale/purchase is provided via email or in person, an application package and Rules and Regulations may be obtained online at [HolidaySpringsVillage.com](http://HolidaySpringsVillage.com) or from the office staff. The application package includes the Application, Question and Answer sheet, Request for release of information forms, and all other pertinent information. Upon completion of all forms and compiling of documents, the applicants will return to the office staff with a check in the amount of One Hundred Dollars (\$100.00) per applicant (other than married couples) payable to Holiday Springs Village condominium, Inc. I & II. All unit sales and transfers are subject to the prior approval of the Association, obtained in the manner set forth in Article XI of the Declaration of Condominium. All applicants for purchase must have a minimum credit (FICO) score of 650.

A. Each applicant must participate in an in-person interview with the Board or a Screening Committee appointed by the Board. The interview of the applicant(s) shall be conducted in-person and shall take place at the offices of the Association, except that applicants with confirmed permanent addresses at least 100 miles from the Association may be permitted to participate in an interview by phone or by video-conferencing.

B. The in-person interview is a mandatory condition of approval, and the failure of the applicant(s) to schedule and attend the in-person interview with the Board shall result in automatic disapproval. The Association shall have no obligation and shall not be required to provide or accept electronic or other substitutions for the in-person interview.

C. A date will be set for applicant(s) interview. Interviews are scheduled on Thursdays, unless another date is selected by the Board. At the following Board Meeting, the Board will consider all applicants. Upon approval, a Certificate of Approval is available for the purchaser(s).

D. Neither vehicle decals nor Photo ID will be issued until the interview process is completed, and approval is issued.

E. No Unit Owners are permitted to Rent, Lease or Sublet their units.

F. As Holiday Springs Village is an age restricted community, at least one (1) permanent occupant of each Unit must be fifty-five (55) years of age or older, and all occupants must be at least eighteen (18) years of age or older.

G. Title to a Unit or any interest therein, may not be acquired by or sold or otherwise transferred to a corporation, partnership, or other entity - except that title to a unit or any interest therein, may be acquired by or sold or transferred to a Trust, provided that prior to approval, the Board must be provided with satisfactory evidence that the sole purpose of the Trust is for estate, financial or tax planning.

H. Upon closing, the prior owner (seller) must return his/her photo identification, guest passes and parking decals to the Association's office.

#### **ARTICLE XV - USE AND OCCUPANCY**

A. Guests are permitted only in the presence of the Owner(s) or Approved Occupant(s).

B. Guests (including minor children) are permitted to visit and temporarily reside in a unit not to exceed sixty (60) days in total in any calendar year. A Unit Owner must request a Guest Registry form in person from the office, to be completed prior to the arrival of any guest staying in the unit for three (3) days or more.

C. Any Guest residing in a Unit in the presence of the Owner for more than sixty (60) days shall be deemed an "Additional Occupant" and must submit an application for occupancy and be subject to screening and approval/disapproval by the Association. Owners shall be limited to One (1) Additional Occupant during any three (3) year period. As leasing and rental is strictly prohibited in Holiday Springs Village, as a condition of approval for an Additional Occupant, both the proposed Additional Occupant and the Owner(s) must execute an affidavit acknowledging Holiday Springs Village's No Rental provision and confirming that the occupancy is not a lease or rental. A live-in healthcare aide shall not be subject to the sixty (60) day guest limitation, but shall be subject to screening and approval if intended to reside in the unit with the Owner for a period exceeding sixty (60) days in any calendar year.

D. Unit owners shall advise their guests of Holiday Springs Village Condominium, Inc., Rules and Regulations. Unit owners are responsible for the actions of their guests.

E. In the absence of a unit owner due to illness/emergency, the Board of Directors may consider a family members' stay until recovery which exceeds the guest occupancy duration stated above. Such request must be in writing, notarized, and verifiable.

**ARTICLE XVI-PAYMENT OF MAINTENANCE FEES AND SPECIAL ASSESSMENTS**

A. Unit Owners may have the option of paying their monthly maintenance and/or special assessment by an automatic payment, dropping payments off in the management office, or by U.S. mail.

B. Payments are due on the first (1st) day of the month. Payments not made within ten (10) days are deemed delinquent and are subject to late charges and interest pursuant to the Declaration and Florida Statutes.

C. Payments are to be made by check or money order. No cash payments are accepted.

**ARTICLE XVII – DOWN PAYMENT AND ESCROW REQUIREMENTS**

Down Payment Requirement. In the event that the sale of a unit is proposed whereby the prospective purchaser intends to finance more than eighty (80%) percent of the appraised value of the property, the Association shall have the right to disapprove the proposed sale. Any sale effectuated in violation of this provision may be voided by the Association.

Escrow Requirement. At the time of submission of an application for residency pursuant to a proposed sale and purchase of a unit, the person(s) seeking approval to purchase the unit shall be required to remit to the association funds equal to the total of the next (6) months' assessments. Escrow funds must be provided in a cashiers or bank check only. Personal checks will not be accepted.

Escrow funds are retained in a non-interest bearing account, and may be disbursed to the Association under certain conditions or returned to the owner/remitter after establishing an on-time payment history with the Association of (18) consecutive months.

**ARTICLE XVIII- ACCESS TO UNITS**

A. Unit owner(s) who plans to be away from his or her unit for an extended period must prepare their open balcony or terrace by removing all furniture, plants, etc.

B. Leave the key to your unit with a neighbor, building representative, or office staff. Provide the name and contact information of your emergency contact and person holding your key. Building Representatives are an integral part of the community's daily operations, and are available to assist you in your inquiries.

C. In an emergency the Association, per Florida Statute §718, has the right to enter your unit. We must insure that adjoining units are not affected, as well as your unit. If the Association lacks access to a unit, any necessary forcible entry to cope with such emergencies shall be made at the owner (s) expense and responsibility.

D. Turn off your water valve, hot water tank and toilets, and unplug appliances. Keep your air conditioner at 80 degrees per Florida law. Staff is available to assist if necessary.

#### **ARTICLE XIX-DELIVERIES OF FURNITURE, APPLIANCES. MOVERS, ETC**

Hand trucks, dollies, etc. that are used to deliver or move deliveries of furniture, appliances, etc., are required to have rubber wheels to avoid damage to our catwalks and elevators. Unit owners are responsible for any resulting damage to common elements. Any unit owner must notify the office three (3) days prior to moving in. If any damage is caused, the Unit Owner will be charged Two hundred dollars (\$200.00) or the actual cost of repairs, whichever is greater.

#### **ARTICLE XX- COMMERCIAL ENTERPRISES**

No commercial enterprises, selling, hawking or demonstrating a product for sale shall be permitted in the common elements of the Condominium property.

#### **ARTICLE XXI - RESPONSIBILITY FOR MAINTAINING THE LIMITED COMMON ELEMENTS**

The Florida Statute §718 and our Declaration of Condominium, define limited common elements as "those elements which are reserved for the use of a certain condominium unit or units, to the exclusion of other units".

Responsibilities for repairs or corrections to the patios and Florida Rooms- which are limited common elements are set forth as follows:

The maintenance, care and preservation of the paint and surface of the interior walls and windows or screening, including where applicable, floor and ceiling within the balcony or patio and the fixed or sliding glass doors in the entrance.

#### **ARTICLE XXII- RECREATION AREA**

The recreational facilities are solely for use by the Holiday Springs Village Condominium unit owner(s), residents and their guests. The first two (2) guest passes are available to each unit free of charge. Additional daily or weekly guest passes may be purchased at the current rate at the guard station. Please consult the

Recreation Board's Rules and Regulations for proper use of the recreation facilities. Abuse of the rules is subject to withdrawal of privileges.

### **ARTICLE XXIII – AUDIO/VIDEO TAPING MEETINGS**

Any unit owner may audio record or videotape meetings of the Board of Directors, committee meetings, or Unit Owner meetings, subject of the following restrictions:

- A. The only audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting is equipment which does not produce distraction sound or light emission;
- B. Audio and video equipment shall be assembled and placed in position at least fifteen (15) minutes in advance of the meeting.
- C. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording. Therefore, the person videotaping the meeting must either hand-hold the camera while remaining seated during the entire meeting or set up the videotaping equipment in a stationary position;
- D. Advance notice shall be given to the Board by any Unit Owner wishing to utilize any audio or video equipment. For each Board of Administration, Committee or Unit Owner meeting forty-eight (48) hour advance notice shall be given to the Board by a Unit Owner wishing to utilize any audio or video equipment.
- E. The Unit Owner shall turn on the video and or audio equipment at the official commencement of the meeting, and shall turn off the video and or audio equipment at the official adjournment of the meeting.

### **ARTICLE XXIV - UNIT INTERIORS**

Unit Alterations, modifications, repairs or replacements-No Unit Owners shall permit any alteration or modification without first obtaining the written consent of the Association whose consent may be withheld in the event that the Association determines, in its sole discretion, that such modifications, repairs or replacements would affect, or in any manner, endanger the Condominium Property.

Unit owners shall, at all times, maintain their respective Units in strict compliance with any and all laws, zoning ordinances, and regulations of all governmental authorities having jurisdiction over the condominium property.

Unit Owners shall maintain their respective Units and all of its interior surfaces, fixtures and equipment, in good condition.

In the event any Unit owner makes any alterations, modifications, repairs or replacements to their respective Unit without first obtaining the required written consent or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed with legal action to seek compliance with these provisions.

All work initiated by a unit owner must comply with State, County and local ordinances, and must be performed by licensed and insured contractors, pursuant to all insurance regulations and requirements.

#### **ARTICLE XXV- HOUSING FOR OLDER PERSONS**

Fifty-Five (55) and Older- Inasmuch as the Condominium is a community development intended to provide 'housing for older persons' age fifty-five (55) years and older, at all times, at least eighty (80%) percent of the occupied units within the Condominium property must be occupied by at least one (1) permanent occupant, fifty-five (55) years of age or older.

Unit Owners must be present at all times during their guests or visitors stay. In order to maintain our status as a fifty-five and older community all unit owners must complete as required by law, a survey every two (2) years attesting that at least one (1) occupant is fifty five (55) years of age or older.

#### **ARTICLE XXVI- EXAMINATION OF CONDOMINIUM OFFICIAL RECORDS**

The following Rules and Regulations are adopted pursuant to Florida Statutes, and are intended to fully replace and supersede any and all prior rules and regulations, if any, regarding inspection and copying of Official Records:

##### **RECORDS DEFINED**

The Official Records available for inspection and copying are those designated by Chapter 718, Florida Statutes, the Florida Condominium Act, as amended from time to time, as the Official Records of the Association, to the extent that the Association is required to maintain such records.

##### **RECORDS AVAILABLE**

No records other than those defined above shall be available for inspection or copying.

##### **PERSONS ENTITLED TO INSPECT OR COPY**

No unit owner, or the unit owner's authorized representative (as referenced in Exhibit "A" attached hereto), shall have any right to inspect or copy the records of the Association, except as permitted by law. No other person

shall be permitted to inspect or copy the Association records, unless approved by the Board or unless required by law.

### **INSPECTION AND COPYING**

1. A unit owner, or a unit owner's authorized representative, desiring to inspect or copy Association records shall submit a written request by hand-delivery or regular U.S. Mail to the Association or such other entity as the board may designate from time to time.
2. Requests by facsimile transmission, electronic mail (e-mail) or other means do not comply with this Resolution. Verbal requests do not comply with these Rules. The written request must specify the particular records the unit owner desires to inspect or copy, including pertinent dates or time periods. The specification of the particular records must be sufficiently detailed to permit the Association to retrieve the particular records requested. General descriptions of records, such as, but not limited to, "All items pertaining to" is not sufficiently specific, shall not be permitted and such general requests need not be honored. The form of such request to be utilized is attached hereto as Exhibit "B."
3. Inspection or copying of records shall be restricted solely to those records specifically designated in the written request for inspection or copying. No inspection or copying of any other records shall be permitted.
4. A unit owner, or a unit owner's authorized representative, shall not submit more than one (1) written request for inspection or copying of records per calendar month. No written request shall be submitted for the same records requested in a prior written request within the previous twelve (12) calendar months.
5. Inspections of records shall be conducted at a location determined from time to time by the Board of Directors, provided that such location is in accordance with the provisions of the Condominium Act, as amended from time to time. No unit owner or authorized representative of a unit owner shall remove original records from the location where the records are inspected. No marks or alterations shall be made on original records.
6. Records shall be made available for inspection by the Association on or before the tenth working day subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended upon request of the unit owner. In addition, this time frame shall be extended in the event the records are so voluminous, or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the unit owner by telephone or in writing that the records are available and the time, date and place for such inspection. Inspection shall be made only during normal Association business hours, or during the normal business hours of the location of inspection if other than the Association office. (For the purposes herein, "working day" shall mean Monday through Friday,



exclusive of federal, state and local holidays in which the office of the Association is closed. For purposes herein, "normal business hours" shall be the hours the Association office is customarily open, or the hours the location where the records are to be inspected is customarily open, or if there are no customary hours of operation, then 8:00 A.M. to 12:00 P.M. and 1:00 P.M. to 4:00 P.M., all on a working day). No unit owner shall be entitled to inspect records for more than one "working day" per calendar month.

7. If, at the inspection, a unit owner or a unit owner's authorized representative desires to have a copy of a record, the unit owner shall designate in a separate writing, on a form provided by the Association (see Exhibit "C" attached hereto), which record, or portion thereof, for which a copy is desired, or, in the alternative, shall designate such record by use of a clip or tab upon the page(s) desired. Not more than one (1) copy of each record requested shall be permitted. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, and the request for copies does not exceed 20 pages, then copies of the records shall be available within two (2) working days subsequent to the designation of such records. If there is no copy machine at the location where the records are being inspected or stored capable of making copies of the records designated, or if the request for copies exceeds 20 pages, then copies of the records shall be available as soon as a copying service can pick-up, copy and return the records to the location where the records are being inspected or stored. Photocopies will be available for pick up by the unit owner or the unit owner's authorized representative, at the location where the official records are inspected. **Owners requesting copies must arrange for pick-up of records. The Association shall have no obligation to mail or otherwise deliver copies to any place.** As determined by the Manager, the President, the Board, or the person designated by the Association to oversee the inspection of records, in the event the copies of the records are so voluminous, or a copy machine or copy service is not available or too busy, or the records are in such condition or form that copies cannot be made available within the above-stated time periods, then copies will be made available as soon as practical.
8. A unit owner or his or her authorized representative may use a smartphone, tablet, portable scanner or other portable device to scan or photograph official Association records in lieu of the Association making copies. The Association may not charge for the use of such portable device.
9. A unit owner or a unit owner's authorized representative shall pay the reasonable expense of copying. In the event the copies are made by the Association, the cost shall not exceed twenty-five cents (\$.25) per page. If copies are made by outside vendors, actual costs shall be charged to the owner. Payment in advance for the cost of a copy shall be required. In the event payment is made in form other than cash, cashier's check, money order or certified check, payment shall not be deemed received unless and until payment has cleared. No copy of a record shall be made unless and until payment for the copy is received. Records not normally kept in written form shall be produced for inspection in the form in which they are normally kept. The cost of converting such records to written forms shall be in addition to the cost of copying such records, and the unit owner or the unit owner's authorized representative

shall pay the reasonable expense of converting such records to written form, which expense shall be the actual cost of making the copy.

### **MANNER OF INSPECTION**

1. No written request for inspection or copying shall be made in order to harass any unit owner, resident, or Association agent, officer, director or employee.
2. For purposes hereof, a unit owner and the unit owner's authorized representative shall be considered one person. If inspection is requested by any person other than a record owner of the unit, said request shall not be recognized by Association unless and until all record owners of the unit designate such person, in writing, as their authorized representative or unless such person is an attorney admitted to practice in Florida.
3. All persons inspecting or requesting copies of records shall conduct themselves in a courteous manner, and shall not interfere with the normal operation of the Association office and the duties of its personnel, or the office where the records are otherwise inspected or copied or the duties of their personnel. The Association office, or office of inspection, shall assign one staff person or officer to assist in the inspection and all requests for further assistance and copying during inspection shall be directed to that staff person.
4. The Association shall maintain a log sheet (attached hereto as Exhibit "D") which shall include:
  - i. The date of a written request for inspection;
  - ii. The name of the requesting party;
  - iii. The records which are requested;
  - iv. The date of availability of records for inspection or copying;
  - v. The date of actual inspection or copying; and
  - vi. The signature of the person inspecting or copying acknowledging receipt of the records.  
Every person inspecting or receiving copies of the record shall sign said receipt.

### **ENFORCEMENT OF INSPECTION AND COPYING RULES**

1. Any violation of these rules shall cause the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.
2. Any requests for inspection and copying not complying with these rules shall not be honored, but the Association shall mail or hand-deliver a written response to the person requesting inspection and/or copying within ten (10) business days after receipt of a non-complying request and shall indicate how the request fails to comply herewith.

3. The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with these rules.
4. Nothing in these rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

#### **ARTICLE XXVII-BOARD MEETINGS**

The Board of Directors shall post an agenda of each scheduled Board meeting or Committee meeting at least 48 hours in advance of said meeting. Any Unit Owner has the right to speak at Board Meetings, Committee Meetings and Unit Owner meetings with respect to all designated Agenda items only. The Board Chairperson may properly restrict a Unit Owner's time to speak to the maximum of three (3) minutes on any agenda item.

**EXHIBIT "A"**

**AUTHORIZATION TO PERMIT RECORDS INSPECTION BY REPRESENTATIVE**

TO: BOARD OF DIRECTORS,  
HOLIDAY SPRINGS VILLAGE CONDOMINIUM, INC.

FROM: \_\_\_\_\_, RECORD OWNER

UNIT: \_\_\_\_\_

RE: RECORDS INSPECTION

DATE: \_\_\_\_\_, 20\_\_

Dear Sir or Madam:

Pursuant to the Policy contained in Article XXVII of the Rules and Regulations for Holiday Springs Village Condominium, Inc., I hereby authorize the following person or persons to inspect the Official Records of the Association in my stead:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ All Record Owners: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



**EXHIBIT "C"**  
**REQUEST FOR PHOTOCOPYING OF OFFICIAL RECORDS**

TO: BOARD OF DIRECTORS,  
HOLIDAY SPRINGS VILLAGE CONDOMINIUM, INC.

FROM: \_\_\_\_\_, UNIT OWNER OR AUTHORIZED REPRESENTATIVE

RE: REQUEST FOR PHOTOCOPY OF ASSOCIATION'S RECORDS

DATED \_\_\_\_\_, 20\_\_

Dear Sir or Madam:

Pursuant to the policy contained in Article XXVII of the Rules and Regulations for Holiday Springs Village Condominium, Inc., adopted by the Association, I hereby request that the following records of the Association, or portion thereof, be photocopied for my review (use separate attachments if necessary):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Pursuant to the above-referenced Resolution, enclosed herewith is the amount of \$\_\_\_\_\_, in the form of [specify form of payment] \_\_\_\_\_, as a condition to the Association's photocopying of said records. I understand that if additional funds are necessary to cover actual costs, payment will be made before the records are released. Additionally, if the costs levied by the Association for photocopying are less than tendered herewith, the Association will refund the difference.

Date: \_\_\_\_\_

\_\_\_\_\_  
Owner or Authorized Representative

**EXHIBIT "D"**  
**LOG SHEET/RECORDS INSPECTION**

Pursuant to Article XXVII of the Rules and Regulations for Holiday Springs Village Condominium, Inc., adopted by the Board of Directors, this log sheet shall be utilized in connection with the inspection of Association records.

1. Name of owners of unit for which records access has been requested.  
\_\_\_\_\_  
\_\_\_\_\_
2. Unit Number. \_\_\_\_\_
3. Date of receipt of request for inspection or copying (date received by Association).  
\_\_\_\_\_, 20\_\_\_\_
4. Person(s) signing records access request.  
\_\_\_\_\_  
\_\_\_\_\_
5. Records requested to be inspected. (Use separate attachment if necessary).  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Date person requesting inspection or copying was notified of availability of records for inspection or copying.  
\_\_\_\_\_, 20\_\_\_\_
7. Form of Notification of availability of records:  
\_\_ telephone    \_\_ letter    \_\_ other (specify) \_\_\_\_\_