

# FOREST PARK CONDOMINIUM ASSOCIATION, INC.

## RULES AND REGULATIONS

(Updated as of April 2022)

The following rules and regulations have been put into effect by the Board of Directors (BoD) for guidance in the use, maintenance and appearance of the condominium property or portions thereof and any additional land or recreational facilities subject to Association jurisdiction.

1. Units shall be used only for residential purposes; there shall be no business or commercial use of any unit.

2. (a) Single-Family Use: Units are only permitted to be used for single-family residential purposes. A single-family is defined as one or more persons who are all related by blood, marriage or legal adoption; or no more than three unrelated persons living and cooking together as a single housekeeping unit.

(b) Occupancy Limits: Except for short-term occupants who occupy unit for no more than thirty (30) days in any consecutive 12-month period, no more than four (4) persons are to occupy a unit at any one time. Requests for temporary hardship exceptions for family members will be considered and may be approved by the Board of Directors.

All occupants must comply with all other rules and restrictions relating to occupancy, including those relating to guests, tenants and family members of owners or tenants.

(c) Guests: A "guest" is defined as an individual who occupies a unit as a guest of either an owner or an approved tenant, and where no compensation or other consideration is being provided in connection with the occupancy. An owner or approved tenant is not restricted in regard to the period of time that immediate family members may occupy the unit as guests, subject to the requirement for screening and approval of long-term guests set forth below. The term "immediate family members" only includes the spouse, parents, children, grandparents, grandchildren, brothers, and sisters of a unit owner or approved tenant and proof of identity is required to be provided to the Association upon request as to any person who is claimed to be an immediate family member. Additionally, if a unit owner or approved tenant is not married and they have a relationship with a "significant other person" who resides with them as a partner or finance in the condominium unit, then such significant other person will also be considered to be an "immediate family member" for purposes of these rules.

(1) As to persons who are not "immediate family members," when an owner or approved tenant is not physically occupying the unit at all times when such guest will be occupying the unit, any guest occupancy is not permitted for more than fourteen (14) consecutive days at any one time, or for more than thirty (30) in any consecutive 12 month period.

(2) When an owner or approved tenant is physically occupying the unit during the entire term of the guest occupancy, guests, other than any immediate family member, are limited to a maximum visit of 60 days in any consecutive 12 month period. Further, when any guest, including an immediate family member, is going to occupy a unit on a regular or long-term basis, which is defined as a period of more than thirty (30) days in any consecutive 12 month period, such guest must be approved by the Association in the same manner as required for approval of tenants, including an application form and application fee being submitted to the Association and a background search being conducted.

3. (a) No unit owner shall be permitted to lease his or her unit except in compliance with all of the restrictions set forth in Article 20 of the Declarations of Condominium, as

this may be amended from time to time. A house includes any use of the unit by someone, in the absence of an approved owner, where some payment or consideration is provided to the owner in connection with the use of the unit.

(b) All leases must be approved prior to any occupancy, and in accordance with the procedures set forth in the Declaration and those forms and procedures adopted by the Board of Directors from time to time.

(c) As to the owners of units who purchased their units after April 10, 2006, when an amendment to Section 20.11 of the Declaration of Condominium as recorded in the public records, such unit owners must comply with the additional restrictions set forth in Section 20.11 of the Declaration of Condominium, as this may be amended from time to time.

(d) Only the occupants identified on the approved application and lease agreement are permitted to occupy the unit and any other occupants must be approved by means of a separate application and application fee prior to moving into the unit.

(e) All lease approvals will require the owners and the tenants to sign a Lease Addendum form, in order to provide the Association with the authority to enforce any violations of the rules and restrictions which arise out of the lease.

4. No nuisances shall be allowed to exist upon the condominium property, nor shall any use or practice that is the source of annoyance to residents or which interferes with the peaceful enjoyment, possession and proper use of the property by its residents. Use of washing machines, dishwashers and vacuums shall be limited to between the hours of 8:00 a.m and finished by 9:00 p.m. daily.

5. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part of it. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

6. The common elements and limited common elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the unit owners. They shall not be obstructed, littered, defaced or misused in any manner.

7. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance on the condominium property.

8. No unit shall be divided or subdivided for purpose of sale or lease.

9. (a) Unit owners and approved tenants may have either one or two domestic cats in their unit, provided that such cats are kept inside at all times, except when they are being taken off the premises in which case they must be carried or transported by the owner or another responsible person. Management must be notified of the number of cats being kept in a unit at any point in time. All cats must be registered with the Association on a registration form to be adopted by the Board of Director. Furthermore, in connection with the registration and approval of any cats, there must be proof that such cat has been spayed or neutered and all pet owners must provide proof of current inoculations upon request by the Association. In connection with the registration form, an administrative fee established by the Board from time to time, not to exceed \$50.00 is to be paid to the Association to cover administrative expenses in connection with the registration of each cat permitted in a unit.

(b) Owners and Tenants are not allowed to have any other pets other than the domestic cats referred to in Paragraph (a) above.

(c) Guests of owners or approved tenants will be permitted to have one dog accompany them on their visit, subject to the following limitations:

1. An owner or approved tenant must be present and occupying the unit for all of the days while the guest is visiting with their dog.
2. The guest visit with a dog cannot exceed 7 days at one time and total guest visits per unit with accompanying dogs cannot exceed 14 days during any consecutive 12 month period.
3. The Association's management company must be notified in advance of the visit and provided with information regarding the guest, length of stay, type and size of dog and other relevant information requested by the Association.
4. The dog must be on a short hand-held leash at all times when on the condominium property and out of the unit, and accompanied by and under the control of a responsible adult.
5. The dog is not permitted in the clubhouse, pool area, or any other commons areas designated by the Board.
6. The person responsible for the dog must immediately pick up any solid waste materials deposited on the condominium property and properly dispose of these.
7. All City of Dunedin ordinances must be complied with.
8. The dog must not bark excessively or otherwise disturb any other persons in the peaceful enjoyment of the condominium property.
9. IF any unit or dog owner, or dog, violates these rules, the Board may fine the unit owner(s) of the unit the dog is visiting, as well as the tenant(s) if applicable. Additionally, the dog may be ordered to be removed, and/or to not be returned to the condominium property.
10. Upon entering into a lease agreement, the unit owners waives in favor of the tenant any right to use the recreational facilities. A tenant of any unit owner shall have the same right to use the recreational facilities as the owner of said unit had; and said tenant shall abide and be bound by the same restrictions, covenants, conditions, rules and regulations as the unit owner. In no event shall any individual or family other than the individual or family residing in the condominium unit and their guests are entitled to use said recreational facilities. Upon termination of the lease, the unit owners shall resume normal recreational facility use privileges.
11. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the common elements, limited common elements, or units except for spaces specifically provided for such signs as shall be designated by the Association.
12. All drying or hanging, for any purpose, of clothes, towels or other unsightly objects by line, railing, rack or otherwise which is visible outside the unit, shall be prohibited.
13. No exterior antennae or aerial of any type shall be erected, except as provided in these Rules and Regulations.
14. No rubbish, refuse garbage or trash shall be allowed to accumulate in places other than the receptacles provided thereof, so that each unit, the common elements and

limited common elements shall at all times remain in a clean and sanitary condition. All trash that creates odors or would attract insects, rodents, etc., must be securely bagged or wrapped. All waste, bottles, cans, garbage and trash must be securely bagged or wrapped. bags and placed in dumpsters in designated areas. NO mattresses, furniture, renovation waste or other oversized items shall be left within the dumpsters area or placed in the dumpster. Owner will be responsible for any cost incurred by the Association to remove the items.

15. The personal property of residents shall be stored within the unit. In no event shall the property be stored or left within or upon other portions of the common elements including porch or balcony. Personal property (i.e.: security camera, renovation material, floaters etc.) on common elements can be disposed of by the BoD or its Board

16. Residents shall use only the numbered parking spaces specifically assigned to their unit. Parking in assigned spaces shall be limited to passenger automobiles, passenger station wagon, passenger vans and passenger pickup trucks. All other vehicles are specifically prohibited including commercial vehicles, boats, trailers and recreational vehicles. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles such as for pickup, delivery and other commercial services as may be necessary to effectuate deliveries to the condominium, the Association, unit owners and residents. Only one additional parking space per unit is approved. Residents may park in any unmarked parking spot within the Community. Residents cannot use "GUEST" marked parking spaces. Use of guest parking spots by residents may result in their vehicles being towed at their own expense. Motorcycles are permitted provided that the following conditions are complied with:

- (a) No more than one motorcycle per unit is allowed;
- (b) Motorcycles must be parked in either the parking space assigned to the unit, or in an area designated for this purpose;
- (c) Motorcycles are to be driven only to and from the entrance/exit from the Community, and are not to be driven around the parking lot; and
- (d) No excessive revving or noise is to be created when any motorcycles are operated on or adjacent to the Condominium property, so as to minimize any disturbance to other residents.

17. No reflective film or other type of window treatment shall be placed or installed on the inside or outside of any unit without the prior written consent of the Board. In any event, the only type of film or solar film shall be of bronze color. Window tinting was approved. The shade of tinting must be approved by the Board; (sample) was obtained but "reflective" film is not allowed.

18. Any drapes, curtains, blinds, shades or other window coverings of any type or kind placed or installed in any and all exterior windows of any unit shall have a neutral (white or off-white) colored surface or drape lining facing the outside. It is the intent of the Association to maintain uniformity in the exterior window appearance of all units and buildings in this condominium.

19. Door wreaths can be used throughout the year but cannot be larger than 16 inches in diameter.

20. All repairs to any plumbing or to electrical wiring within a unit shall be made by plumbers or electricians authorized to do such work by proper governmental authorities.

20. All doors shall be painted the same color. This color shall be the color that the Association paints said doors. Installation of storm/screen doors must be bronze in color and similar in style to existing doors.

22. Charcoal broilers or similar open flame burners or electric grills are not permitted to

be used in common areas to include but not limited to on screened in porches, sidewalks, upper or lower walkways or parking spaces. An electric grill is available for community use with prior reservation and a small deposit on the pool deck. Said deposit will be returned in full when the grill is returned cleaned as it was originally provided.

23. Any damage to the buildings, grounds, recreational facilities and/or common areas or equipment, including furnishings and decorations by any resident; guest, or children, shall be repaired by the Association at the expense of the responsible unit owner or resident.

24. Bicycles must be kept in owner's parking space or inside owner's unit.

25. A numbered carport is assigned to each unit and is not available for use by the public or other residents unless by written consent of a unit owner. Backing into parking spaces is prohibited. However, backing in to load or unload is permitted.

26. Changing oil, flushing radiators, or any mechanical work on vehicles is prohibited.

27. The Clubhouse (equipped with wireless surveillance system) may be reserved by unit owners for small parties, provided notice is given and permission is obtained from the Board of Directors two (2) weeks prior to the event. Reservations will not be granted on national holidays. Any unit owner/renter reserving the Clubhouse is required to post a \$50.00 deposit with any Board member. This deposit will be refunded if the room is left in a clean, undamaged and secured condition. Residents and their guests use the Clubhouse facilities and surrounding properties at their own risk. Any person found on the Clubhouse property after closing hours may be arrested for trespassing and may be trespassed by the Pinellas County Sheriff's Office and Clubhouse privileges will be revoked. If the offender is a minor, the responsible party will be notified and their privileges revoked. The cost of any damage due to misuse or vandalism of the Clubhouse or surrounding property by a resident or the resident's guest(s) will be charged to the resident, and will result in immediate loss of clubhouse privileges. Smoking and vaping are not permitted in the clubhouse and surrounding area. No one under 18 years of age is permitted to use the pool table. Unit owners will be held responsible for any damage incurred by their guests.

The Clubhouse keyless entry system allows residents and immediate family members who reside in Forest Park Community to enter the clubhouse through the front door between dusk and dawn daily. Note: All residents must be out of the building by 10 p.m. The key fob number and time of entry are recorded by the access device. The key fob may be used only by the person to whom it was issued or by members of his/her family living in FPC. Children under the age of 13 are not allowed in the clubhouse during keyless entry hours unless accompanied by an adult. Please report loss of your key fob immediately to Ameri-Tech Property Management Inc.. The cost of replacing the key fob is \$75.

A resident can have a maximum of three guests at the clubhouse at any time.

Exceptions can be made for visiting family members at the discretion of the BoD.

Each guest must be accompanied by a resident. Guests may not bring their own guests.

The Board of Directors (BoD) needs to approve any item to be posted on the clubhouse bulletin board. Material that is controversial, offensive, political or religious will not be posted. Material appropriate for posting includes:

FPC Committee meeting notices and minutes;

Dunedin area activities of interest to Forest Park community residents;

Resident advertisements;

Realtor official FPC property listings.

28. No person under the age of thirteen (13) is permitted to use the pool table without a

responsible adult supervising such individual at all times. The parents of any children using the Clubhouse or the pool table, and other common facilities will be responsible for any damages and violations caused by their children. Furthermore, unit owners will be held responsible for any damage caused by tenants, guests or other persons using the facilities with the permission of the owner or occupants of the units.

29. (a) No glass articles or food is allowed to be brought into the pool area.

(b) Suntan lotion or oil and any other foreign substances must be showered off before entering the pool. Bathing suit cover-ups and footwear are required in all common areas except for the pool area and proper attire is required for the use of the pool (e.g., a bathing suit is required and no cut-off jeans, shorts or other similar attire is permitted).

(c) Children under the age of thirteen (13) must be accompanied and supervised by a responsible adult at all times.

(d) The parents of any children using the pool will be responsible for any damages and violations caused by their children. Furthermore, unit owners will be held responsible for any damage caused by tenants, guests or other persons using the facilities with the permission of the owner or occupants of the unit.

(e) No reservations are permitted to be made for exclusive use of the pool area.

(f) Individuals with diapers or who are incontinent are not permitted in the pool without protective coverings to ensure sanitary controls and conditions.

(g) Owners and renters shall be responsible for notifying all guests of this Rule and for ensuring their compliance. All persons using the pool do so at their own risk.

(h) Deck furniture and umbrellas **MUST** be returned to their original positions after use and are not to be removed from the pool area.

(i) Diving, running, rough-housing or ball playing are prohibited as well as any activities which unreasonably disturb the peaceful enjoyment of the area by other persons.

(j) Pool hours are from dawn to dusk. In the summer the hours are from 7:00 a.m. to 9:00 p.m.

(k) The only guests who may use the pool area are those who are staying with an owner or approved tenant. Any guests must either be accompanied by the owner or tenant or must have written authorization from the owner or tenant confirming that such person is a guest and indicating the time period for which they are visiting and for which they are required to have pool privileges.

30. No chairs, tables or other articles are permitted on upper or ground floor walkways. **ONE** small Bistro set (table and two chairs) and plants by the front door of the units are allowed **and must be** approved by the Board.

Porch and balconies, sidewalks, all other portions of the common elements must at all times be kept free of obstructions or encumbrance in accordance to Pinellas County Fire and Safety Codes. No carriages (i.e.: animal, baby, food), bicycles, shopping carts, wagons, grills or other objects shall be stored or kept in or upon such area.

Patios shall not be used for storage. No clothing, towels or clotheslines, artificial grass, outdoor carpets, rugs and open flame device are permitted at any time on patios.

Only patio furniture (table and chairs) and plants shall be allowed and shall be kept neat and orderly. Board of Directors (BoD) or its representative shall have the right to require any unit Owner or resident to remove any personal property placed on any patio which the BoD deems unsightly or potentially dangerous. Any personal property maintained on

an owners patio or outside the owner's back entrance shall be the sole responsibility of the owner, and any and all damage caused to the Community or other person's property as a result of this property shall be borne solely by the owner of this property.

The Association and affected persons shall have the right to recover all costs including reasonable attorney's fees, in the pursuit of remuneration for any such damages.

In addition, all patios must be secured prior to storm impacts predicted to be of a Tropical Storm strength or greater. Patio shall be up to 100 sq. ft. in size using light color stones (light brown or beige). Extension to approved patio is prohibited. Planting plants around a patio is permitted.

31. Allowed up to two (2) live plants per unit. No plastic or fake plants. If residents are away for an extended amount of time, the plants must be taken care of or removed.

Downstairs residents must be aware that the landscapers use blowers to clean off those walkways.

32. No cars, boats, SUV's trucks, trailers or other types of vehicles are to be washed in common areas using community water.

33. No riding of skateboards, roller blades, roller skates, mini scooters, fitness and sporting equipments allowed in common areas of Forest Park Community.