

**Plaza de Flores Condominium Association, Inc.**  
**Rules and Regulations**  
**Adopted February 21, 2023**

**Revised 2/17/2025:** To remove Guest Rules Acknowledgement form as it is a separate document.

**Part I:** The Board of Directors is authorized to adopt reasonable rules and regulations relating to the use of the Common Elements; the general conduct of Unit Owners, their families, guests, invitees and tenants; and the use of the Units. The Board is also authorized to make reasonable rules governing the approval or disapproval of leases and to require owners to submit relevant information in that regard by application form. The Board will consider granting exceptions to a rule when an exception is specifically requested and a good reason is offered for granting the exception.

These Rules and Regulations are in addition to the restrictions set forth in the Declaration of Condominium of Plaza de Flores (Declaration), Articles of Incorporation and Bylaws (collectively, Condominium Documents). Moreover, Plaza de Flores is subject to restrictions promulgated by the Palmer Ranch Master Property Owners Association, Inc., the Florida Condominium Act (codified in Chapter 718, Florida Statutes) and various other federal, state and local laws.

**1.1 Abusive Behavior.** Plaza de Flores strives for the quiet enjoyment of all our residents and their invited guests, management, its agents, its employees or vendors. Thus, no one shall engage in any abusive or harassing behavior, either verbal or physical, while on the property. This includes, but is not limited to, offensive or profane language or any form of intimidation or aggression.

**1.2 Dangerous Substances.** No one shall allow any flammable, combustible or explosive fluids or substances to be kept in any Unit or on the Common Elements (includes Limited Common Elements). Propane gas and charcoal barbeque grills are not permitted in Units or on lanais; only electric grills are allowed. This rule does not prohibit storage of normal household items intended for cleaning or other residential uses, but such items must remain in their manufacturer's packaging and be used and stored as recommended by the manufacturer.

**1.3 Walkways.** The walkways, which are maintained by the Association, must be kept clear at all times. No one shall encumber or obstruct the walkways by leaving bicycles, wagons, shopping carts, potted plants or other obstructions on them. Doormats are permitted on the walkways. Wreaths may be hung on the exterior doors.

**1.4 Trash.** All garbage and trash shall be placed appropriately in the trash compactor, recycle bins, cardboard dumpsters or bulk item area.

**1.5 Locks.** Any Unit Owner who, upon prior written consent of the Board of Directors, installs a new lock shall provide the Association with a spare key on the day of the installation, or the next business day. If a resident is locked out of his or her Unit, the resident should call a locksmith; however, if the Property Manager is available, the Property Manager may be able to

access the Unit using the spare key. Note that the Association permits the use of lockboxes or combination door locks with a key override.

#### **1.6 Pets.**

a. Pets should not deposit pet waste in the courtyards, and owners must immediately pick up and dispose appropriately of all pet waste deposited anywhere else on the Condominium Property.

b. Owners are financially responsible for any damage caused by their pets.

c. Non-owners occupying a Unit are not permitted to maintain any animals within a Unit, except service dogs and emotional support animals.

d. Pets are not permitted in the clubhouse, on the tennis court or in the enclosed pool area. Service dogs and approved emotional support animals are permitted in these areas; however, such animals are not allowed to go into the pool or spa.

e. Per Declaration 9.2, “A Unit Owner shall be permitted to maintain in the Unit one (1) dog not exceeding 18 inches at the shoulder in height and/or 35 pounds in weight, and/or one (1) cat and fish and birds, provided that in the event any become a nuisance to the other Unit Owners in the sole opinion of the Board of Directors, such animals shall be removed from the Unit immediately; authorized pets are only allowed on the Common areas when on a leash, accompanied by its owner and then only so long as the pet does not disturb the Common Areas. Non-owners occupying a unit shall not be permitted to maintain any animals within a unit.”

#### **1.7 Pool, Spa, Clubhouse, Fitness Room, Tennis Court.**

a. Only Unit Owners, their tenants and guests may use the pool, spa, clubhouse, fitness room and tennis court. Owners who lease their Units lose their right to use these common facilities, except as a guest, unless the tenants waive in writing their right to use them.

b. The tennis court is for tennis; however, the Association may approve the court for other uses for which the court is reasonably suited (*see* Declaration 9.4).

c. Posted rules must be obeyed. With respect to the pool, these rules include, but are not limited to: (1) no food or drink in the pool or on the pool wet deck (four (4) feet from the sides of the pool); (2) operating hours of 8 a.m. to 10 p.m.; (3) no glass in the pool area; and (4) no smoking in the pool area (including, but not limited to, cigars, cigarettes, pipes and electronic cigarette products). In addition, no one under the age of 16 is allowed in the pool area unless supervised by an adult.

d. Those listening to music in the pool area must be respectful of others around the pool. There may be times, when requested, that headphones or earbuds will be required.

e. Children under 12 years of age are not allowed in the spa unless accompanied by an adult.

#### **1.8 Vehicles.**

- a. All Unit Owners and tenants must register their vehicles (updating as necessary) and display a parking decal while on the condominium property.
- b. Vehicles must be properly registered and licensed.
- c. Vehicles must be in good working condition. Part-time residents leaving a vehicle on the Condominium Property must report to the office if the vehicle is not operational and indicate what must be done to move the vehicle in an emergency.
- d. Vehicles must reasonably fit within a single parking space.
- e. The following may not be parked on the Condominium Property in the absence of prior written consent of the Board: boats, trailers, mobile or motor homes, motorcycles, three wheeled cycles, and commercial vehicles.
- f. Commercial vehicles include: (1) vehicles displaying advertising or a company name; (2) vehicles with visible work-related items, such as ladders, tools, etc.; (3) vehicles normally used in a commercial setting, such as “box trucks,” (4) vehicles with more than four tires; and (5) vehicles with a “gross vehicle weight rating” (GVWR) greater than 10,000 pounds.
- g. Service vehicles may park on the Condominium Property during normal working hours or at other times to address an emergency.
- h. A Unit Owner may change a parking space assignment only with the prior written consent of the Board.
- i. There is one covered parking space as a Limited Common Element appurtenant to each of the 200 Units. There are roughly 125 uncovered spaces in the parking lot, which is not enough to allow each Unit Owner to park a second or third vehicle. At some point, the Board may be forced to restrict the use of the uncovered spaces to ensure sufficient parking for visitors, guests, contractors, etc.
- j. Vehicles may not be parked, or temporarily stopped, on the curve in front of the trash area. There are convenient designated parking spaces for persons making use of the trash area.
- k. Drivers shall obey the posted speed limit of 10 miles per hour.

#### **1.9 Alterations and Improvements.**

- a. When an Owner has submitted and the Board has approved a Request for Alteration form, the work shall be performed between 8 a.m. and 5 p.m. from Monday through Friday (except for emergencies and when an exception has been granted).
- b. Workers shall clean the work area and dispose of all construction debris off-site on a daily basis.
- c. Unit Owners must inform the Property Manager at the Office when contractors will be performing work on their Units.

#### **1.10 Owner Maintenance.**

a. Owners shall have their Units' air conditioners serviced annually, including the cleaning of the condensation line and repair and inspection of all component parts. Unit Owners must keep proof of such annual work performed for inspection in case of an event that causes damage to the Common Elements or another Unit.

b. Unit Owners shall keep accurate plumbing maintenance records, which will be subject to review if the Board reasonably believes that any owner has not fulfilled the obligation to maintain, repair and replace a Unit's plumbing system. If the Board deems it necessary to diagnose a Unit plumbing problem, the Board may require an owner to hire a professional to inspect a unit's plumbing system.

c. When an Owner or tenant is going to be absent for more than five (5) days, they must turn off the water to the Unit in advance. Contact the office for assistance, if needed.

d. When an Owner or tenant is absent, the air conditioner must be left on to keep the Unit free of humidity and to inhibit the growth of mold.

**1.11 Posting of Official Notices.** The Association shall post official notices in the display cases by the mailboxes and also on the Plaza de Flores website.

**1.12 Solar Devices.** Except as otherwise provided by the Condominium Act or applicable law, no one shall install a solar device outside a Unit's boundaries, including but not limited to on the lanai railing.

**1.13 Exterior Improvements. Landscaping.** No Unit Owner shall cause anything to be placed on the exterior of the buildings, and no Unit Owner shall plant any plant life outside a Unit within the common areas without the prior written consent of the Association.

## **Part II: Guest Rules**

**2.1** Guests of an owner or tenant must comply with the Association's official Condominium Documents, and the Rules and Regulations, whether they are day visitors or overnight guests.

**2.2** An "overnight guest" is a person who is permitted to stay overnight in a unit for no compensation. If a person provides anything of value, other than a small gift of appreciation, in exchange for staying overnight in a Unit, that person is a "tenant," in which case the leasing rules apply.

**2.3** No person under the age of 18 may occupy a Unit unless accompanied by an adult.

**2.4** Guests may not keep pets, except for service dogs and emotional support animals.

**2.5** Guests of an Owner staying in a Unit longer than 3 nights while the Owner is absent must register with the office in person per Rule 2.8 within two working days of their arrival.

**2.6** Guests of an Owner staying in a Unit longer than 3 nights while the Owner is present must only register their vehicle with the office and obtain a paper tag to display on the vehicle's rear-view mirror or dashboard while parked on the Condominium Property.

2.7 Guests of a tenant staying in a Unit longer than 3 nights must register with the office in person per Rule 2.8 within two working days of their arrival. Guests of a tenant may not stay overnight in a Unit if the tenant is absent. Guests of a tenant may not stay for longer than 14 consecutive days nor for more than a total of 28 days during a one-year lease (pro-rated for shorter leases) without the approval of the Association.

2.8 Registration requires guests to: (a) provide the name, address and phone number of all guests and of a contact person; (b) provide the make, model and license plate number of any vehicle that will be parked on the premises and obtain a parking tag to display on the rear view mirror or dash board; (c) indicate arrival and departure dates (no open-ended guest stays); (d) review a copy of the Association's Rules; and (e) sign the Guest Rules Acknowledgement Form.

2.9 If guests wish to use the secured common facilities, they must obtain an access fob from the applicable owner or tenant. Guests may not use the Association's employees to gain access to the common facilities, nor can they purchase an access fob from the Association.

2.10 Owners and tenants are responsible for the conduct of their guests, and both may be sanctioned for violations of the Condominium Documents or the Association's Rules.

2.11 Guests of a tenant must vacate the Unit once a tenant no longer resides in such Unit.

### **Part 3: Leasing Rules.**

#### **General**

Pursuant to Article 9.7 of the Declaration, every lease is subject to the provisions of the Condominium Documents; moreover, pursuant to the Florida Condominium Act, the Condominium Documents are expressly incorporated into every lease. The Association may levy reasonable fines against the Unit Owner, tenant or other occupant for failure to comply with these provisions. The Association may also sue for injunctive relief, money damages, or both, for failure to comply with these provisions. In some cases, the failure to comply (which is a default under the lease) may result in the tenant being removed from the Unit.

#### **Application Process**

3.1 Pursuant to its authority set forth in Article 12.1 of the Declaration, the Board of Directors (or its authorized officer, agent, or committee) must approve all leases in writing.

3.2 To request approval, the Unit Owner must submit a completed Application to Lease, a copy of which is available upon request.

3.3 The Declaration prohibits the leasing of Units for less than six (6) months without the approval of the Board of Directors. Thus, Owners may lease their Units no more than twice a year, unless granted an exception by the Board of Directors.

3.4 The Application will be processed within 7 days for an applicant who is a “service member” (defined as a person serving as a member of the U.S. Armed Forces on active duty or state active duty and all members of the Florida National Guard and U.S. Reserve Forces, *see* F.S. 83.683, 250.01). Otherwise, the Application will be processed within 14 days, unless the criminal background check or other investigation of the applicant cannot be completed in a timely fashion. In no event shall an Application be deemed approved until the Unit Owner is notified in writing.

3.5 If a proposed lease is disapproved, the Unit Owner shall be so advised in writing and the lease shall not be made.

3.6 If disapproval of a lease is based on good cause, the Association shall not have a duty to provide an alternate tenant, nor shall the Association assume any other responsibility for the disapproval. Good cause for disapproval includes the following:

- (1) An applicant has been convicted of: (a) a misdemeanor or a felony involving physical violence towards a child or adult; (b) a misdemeanor or felony of a sexual nature involving a child or adult (or is registered in a sex-offender registry in any state in the United States of America), or (c) the illegal manufacture or distribution of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802);
- (2) An applicant intends to conduct himself or herself in a manner inconsistent with Condominium Documents as indicated by: (a) the Application to Lease on its face; (b) facts discovered in connection with the Association's investigation; or (c) the conduct of the applicant. By way of example, but not limitation, an applicant taking possession of the premises prior to approval by the Association shall constitute a presumption that the applicant's conduct is inconsistent with the Condominium Documents;
- (3) An applicant has a history of disruptive behavior or disregard for the rights and property of others as evidenced by: (a) conduct in other housing facilities or associations; (b) conduct at Plaza de Flores as a tenant, a Unit Owner or an occupant of a Unit; or (c) as evidenced in some other way;
- (4) An applicant has failed or refused to provide the information, fees or appearances required to process the application in a timely manner; or
- (5) The Unit Owner has not paid any assessments, fees, fines or other charges in full.

3.7 Any lease made in violation of a disapproval shall be voidable, so that the Association may sue to evict the tenant and collect from the Unit Owner all court costs and reasonable attorney’s fees both at trial and appellate levels.

3.8 No person shall be denied the right to lease because of race, color, religion, sex, national origin, disability, or familial status.

3.9 In situations where it is not obvious that an animal is an emotional support animal, the Association may inquire about that. An applicant who is claiming the need for an emotional support animal (any small domesticated animal traditionally kept in the home for pleasure, e.g., dogs, cats, small birds, rabbits, hamsters, gerbils, fish, turtles) as a reasonable accommodation to a disability recognized under the Fair Housing Act must provide reliable documentation in that regard.

3.10 In situations where it is not obvious that a dog is a service animal, the Association may inquire about that. An applicant who is claiming the need for a service dog under the Americans with Disabilities Act must provide reliable documentation in that regard.

### **While Tenants Reside at Plaza de Flores**

3.10 Tenants must notify the Plaza de Flores office of moving dates.

3.11 Tenants may not sub-lease a Unit (or part of a Unit) without the approval of the Board.

3.12 Tenants may not keep pets, except for service dogs and emotional support animals.

3.13 A person whose name does not appear on the Application to Lease either as a tenant or occupant must be registered as a guest with the Plaza de Flores office for a stay longer than 3 nights. A guest may not stay longer than 14 consecutive nights, nor more than 28 nights during the term of a lease, without Board approval.

3.14 If tenants or their guests violate any provision of the Condominium Documents, the Association will notify the Unit Owner of the violation. It is the Unit Owner's responsibility, in cooperation with the Association, to remedy the violation.

3.15 A Unit Owner is liable for the cost of any damage to the common elements caused by tenants, occupants or their guests.

3.16 If a Unit Owner fails to pay any financial obligation to the Association, the Association is entitled by law to collect the rent from tenants until the obligation is paid in full.

3.17 The Property Manager is not the rental agent for any owner. Tenants shall not complain to the Property Manager about a landlord-tenant matter or request that the Property Manager perform a service that is the Unit Owner's responsibility.

3.18 Unit Owners are responsible for the maintenance, repair and replacement of everything within the confines of a Unit, including plumbing, while tenants occupy their units. The Association will exercise its right to enter units at any reasonable time to determine compliance with this requirement.

3.19 Pursuant to Section 718.106(4), Florida Statutes, Unit Owners who lease their units lose their right to use the association property and common elements, except as guests. However, they retain their right as landlords to access their Units pursuant to law.

### **Lease Expiration and Lease Renewal**

3.20 Unless an exception is made by the Association, leases shall be for a period of at least six (6) months and no more than one (1) year. At the expiration of a lease, Unit Owners and their tenants must enter into a new lease, which is subject to approval by the Board of Directors. Month to month leases are not permitted.

3.21 To obtain approval for renewal of a lease, the Unit Owner must submit an updated Application to Lease at least 30 days prior to the lease expiration date.