

**KEY MANOR RULES AND
REGULATIONS**
(ADOPTED BY BOARD OF DIRECTORS March 20, 2024)

**PART I
PARKING**

A. All vehicles shall be parked only in the parking spaces so designated for that purpose by the Association. Such designation may be by separate letter or appropriate marking of the parking spaces or spaces by the owner's unit number. Owner agrees to notify all guests of the regulations regarding parking, and to require guest to abide by such parking regulations. The Association has assigned a space to a unit owner, only the owner and/or his guests or designees shall be permitted to utilize such assigned space. No repairing or washing automobiles, trailers, boats, campers, golf carts, motorcycles, or any other property of owner, lessee or guest will be permitted outside the confines of the unit owners unit, on Association property.

B. The condominium owner may be given the right to use his parking space for vehicle parking only. The parking spaces will be assigned by the Board of Directors of the Association to a condominium unit, which assignment shall not be recorded among the public records. Any portion of the condominium property may be designated for parking spaces by the Board of Directors. The Board of Directors may from time to time, should they determine there may be a need, change the open parking spaces assigned to the units provided that a unit always has a parking space. This provision is made in contemplation of the fact that from time to time one or more owners may be under a physical disability which would require the assignment of a parking space more convenient to his/her condominium unit and to give the Association the power and flexibility to deal with such situation.

C. No commercial automobile of any kind shall be stored, parked, or maintained on the condominium property, except when necessary to provide service or delivery to a unit or the condominium property, and then only so long as may be reasonably required to provide that service or delivery. For purposes of this section, an automobile is a commercial automobile if it displays lettering, signage, a logo, tools, or equipment identifying the trade or occupation of the owner or operator of that vehicle. No automobile with dual wheels is permitted to be stored, parked, or maintained on the condominium property. Each Unit may have no more than two automobiles parked on the condominium property at any one time. The Association may cause any automobile in violation of this section to be towed, whether the automobile is owned or operated by a Unit Owner, or his tenant, guest, invitee, or occupant. Towing shall be at the expense of the unit owner and the automobile owner, jointly and severally, and the unit owner shall indemnify and hold harmless the Association, its officers, directors, employees, and agents, from all claims arising from the towing and storage of the automobile.

D. Inoperable vehicles may not be parked anywhere within Key Manor Condominium and are subject to towing at the vehicle owner's expense.

**PART II
USE AND CARE OF THE CONDOMINIUM UNITS**

A. Each unit owner shall maintain his/her unit in good condition and repair, including all

internal surfaces within or surrounding his/her apartment; and maintain and repair the fixtures therein, and shall promptly pay for any utilities which are metered separately to his/her apartment. Common areas of the property such as hallways, storage room, laundry room, landscaped and grassed area, shall be used only for the purposes intended. No articles belonging to unit owners/lessee shall be kept in such area, temporarily or otherwise on any common elements.

B. In the event a dwelling shall be vacant for more than seventy-two (72) hours, the water supply to the dwelling shall be shut off at the main shut-off valve. Should any damage, including increased water charges due to a leak, arise out of or result from the failure to shut off the water as required herein, the unit owner shall be strictly liable for such costs. If the dwelling shall remain vacant for more than two (2) weeks, the unit owner shall have someone check on the dwelling a minimum of once per week to ensure that there are no active water leaks or conditions within the dwelling that would indicate a need for repair. Any such conditions must be promptly reported to the Association.

C. Each unit shall be used for the purpose of a single family residence and/or vacation home, and may not be used for business purposes.

D. No Lot may be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or any other purpose incompatible with single-family residence use. The Board of Directors may, in its discretion, approve (and terminate approval of) home-based business uses that do not interfere with the community's interests and property values, taking into consideration such factors including, but not limited to, the visibility of the business and any traffic or noise that it may generate in the community.

E. Each unit owner shall maintain his/her unit in a clean sanitary manner. Patios/screened porches shall be used only for the purpose intended and shall not be used for hanging of garments, or other objects, or for cleaning of rugs or other household items. No drying of laundry will be permitted outside of the occupant's unit or in the courtyard, except in the laundry room.

F. Owners are responsible for the orderly appearance of the unit's patios/screened porches. Patios/screened porches are not to be used for storage. If a patio/screened porch are not maintained in an orderly fashion, the owner will receive notification and have 14 days for cleanup. If the patio/screened porch is not cleaned within 14 days, a fine of one hundred dollars (\$100) will be assessed per day of the violation. The maximum fine is one thousand dollars (\$1,000.00). Once that limit is reached, legal proceedings will begin.

G. Use of barbecue grills, gas, electric or charcoal, on/or in patio/balcony (screened/enclosed) is prohibited by order of the Fire Marshall. Use of grills must be away from the building at least ten (10) feet. All such items will be stored in a safe unobstructed area within a reasonable distance of the units, not to interfere with any thoroughfare (parking area, doorways, hallways, sidewalks, windows, etc.).

H. All windows must have window treatments with white backings.

I. ENFORCEMENT OF MAINTENANCE. In the event any owner fails to maintain his unit required above, the Association shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the unit in good condition. After such assessment,

the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provision; however, any lender or owner in the event the Association fails to comply with the terms and conditions of the Declaration of its Articles of Incorporation and the By-Laws may apply to a court or competent jurisdiction for the appointment of a receiver for the purpose of carrying out put the terms and conditions required to be performed by the Association.

J. Any damage caused by children/owner/lessee or vendor will be the financial responsibility of the unit owner, parents and/or guardians. Children shall not be permitted to loiter or play in the parking area or any other common areas without the presence of an adult.

K. Maintenance fees are due in the first day of the month. Early payments may be made. If a payment is not received by the 15th day of the month, a notice will be sent to the unit owner informing him/her that an annual, maximum interest rate has been imposed on his/her delinquent payment in addition to a twenty-five (\$25) late fee per delinquent payment. If said delinquent payment plus interest and late fee is not received with the following month's payment, a lien procedure against the property will immediately be processed in a court of law for all monies and cost due, including any and all legal fees incurred by the Association.

L. Assessments are due and payable as determined by the Board of Directors at the time of levying the assessment.

PART III SALES AND LEASING

A. When leasing or selling a unit the owner is required to complete Leasing/Sales Application seventy-five (\$75) along with a Tenant Information Application to the President of the Board of Key Manor Association. The President will either approve of/reject application within ten (10) days.

B. Owners will supply Lessee with a copy of the rules and regulations and have written acknowledgement of receipt thereof.

C. Units are limited to single family occupancy only.

D. No condominium unit is permitted to be sublet.

E. Leasing Approval. All leases shall be subject to prior approval of the Association. Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term, a unit owner or his agent shall apply to the Association for approval of such lease on the application form prescribed by the Association, and pay such application fee as established by the Board from time to time, not to exceed the amount allowed by the Florida Statutes. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease and the prospective lessee shall make himself or herself available for a personal interview by the designated agent(s), or committee of the Association prior to the approval of such lease. No subleasing or assignment of a lease, or any change in occupancy, is permitted without further application and approval. The Association's representative(s) may, in their discretion, conduct the interview over the telephone. It shall be the owner's obligation to furnish the lessee with a copy of all pertinent governing documents for the community, including any current Rules and Regulations, and

other disclosures required by the Florida Statutes.

- i. Reasons for potential disapproval may include:
 1. Prior criminal record of the applicant, including any pleas of no contest, which indicates a potential threat to the health, safety or welfare of the community;
 2. A history evidencing actions taken by the applicant which show a disregard for rules and regulations associated with community living;
 3. Non-compliance with any specific requirements set forth in the Association's governing documents, including any rules and regulations: or
 4. Providing false or incomplete information in connection with an application.
- ii. As a condition of approval, the owner(s) and tenant(s) shall be required to sign a Lease Addendum form prepared by the Association, which shall contain an agreement of the tenant to comply with this Declaration and all other documents governing or affecting the condominium; shall contain a provision appointing the Association as agent for the owner so the Association may act on behalf of the owner to enforce the lease, evict the tenant, collect rental income to bring the unit owner current on overdue maintenance of special assessments, or otherwise; and if a Lease Addendum is not executed, the lease shall be deemed to include such provisions. A Uniform Lease Addendum meeting these requirements, in a form satisfactory to the Association, shall be made available by the Association. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease, Lease Addendum or any of the foregoing provisions. The Association also has the right to require, as a condition to permitting the leasing of a unit, that all assessments in regard to the unit be current.
- iii. It shall be the duty of the Association to notify the unit owner of approval or disapproval of such proposed lease within twenty (20) days after receipt of the application on the prescribed form with all required information, provided that this time frame may be extended until the personal interview of the proposed lessee(s) has taken place and within five (5) days following the interview, or twenty (20) days after receipt of the application, whichever is later, the Association shall notify the unit owner of its decision.
- iv. Disapproval of Leasing by Association. If a proposed lease is disapproved by the Association, the unit owner shall be so advised in writing and the lease shall not be made. Any lease made in violation of this Declaration shall be voidable, and the Association may institute suit to evict the tenant in which event the unit owner violating this paragraph shall be liable for all

court costs and reasonable attorneys' fees incurred by the Association.

**PART IV
COMMON AREA/ELEMENTS**

A. No occupant may make or permit any disturbing noises in the building or on the condominium property, whether made by himself, his family, friends, guest, or servants, nor do or permit anything to be done by such persons that would interfere with rights, comforts, or other conveniences of other occupants. No occupant may play or suffer from any musical instrument, phonograph, radio or television set in his unit or on or about the condominium property, between the hours of 11 PM and 8 AM, in any manner disturbing or annoying to the other occupants of the condominium.

B. Satellite/Dishes fully contained only inside patio/balcony.

C. Unit occupants are reminded that alteration and repair of the unit is a responsibility of the Association, except for the interior of the units. No exterior painting of doors or buildings, or additions such as screen doors or lighting fixtures of any other kind whatsoever, and no alteration may be made of any interior boundary wall without first obtaining written approval of the Condominium Association. No reflecting devices or materials may be used in any of the aforementioned areas.

D. Disposition of garbage and trash shall be only by use of garbage disposal units, or by use of receptacles supplied by the Association.

E. No signs, advertising, or notices of any kind or type whatsoever, including but not limited to "For Rent" or "For Sale" signs, shall be permitted or displayed on the exterior of any unit; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any unit.

F. All damage to the property caused by the moving and/or carrying of an article therein shall be paid by the unit owner or person in charge of such article.

G. Soliciting is strictly forbidden. It is requested that owners notify the Association if a solicitor appears and appropriate action will be taken.

H. The community meeting room is available for residents. Hours available for use 8:00 a.m. - 10:00 p.m. Alcoholic beverages are not permitted to be sold or consumed by anyone under the age of 21. Reservations for this room must be made at least 36 hours in advance with the management company and a cleaning deposit of \$100.00 is required in advance. Residents using the room shall leave the room clean. Deposit will be refunded within seven days after the event, less any charges for cleaning or damage, if applicable. Per Fire Department regulations, no more than 43 people are permitted at one time in the room.

**PART V
PETS**

A. Each Unit is permitted a maximum of two (2) household pets provided that such pets are:

(a) permitted to be kept by applicable laws and regulations;

- (b) not kept, bred or maintained for any commercial purpose;
 - (c) not left unattended on balconies or in lanai areas; and
 - (d) generally are not a nuisance to residents of other units or of neighboring buildings.
- B. The following breeds, whether purebred or mixed with any other breed of dog, are strictly prohibited: Pitbull, Rottweiler, German Shepard, Husky, Malamute, Doberman Pincher, Chow Chow, and any Wolf-dog hybrid. Any type of dog with a known bite history is strictly prohibited. All Pets must be kept on a leash no more than six (6) feet in length at all times when outside the confines of a unit. Residents must pick up all solid waste of their pets and dispose of such waste appropriately.
- C. Tenants are not permitted to have pets.
- D. In the event the Board of Directors determines that any pet has become a nuisance due to barking, aggressive behavior, offensive odor, or other disturbances of the peaceful enjoyment of the Condominium Property by other residents, the Board shall begin the process of removing such from the Condominium Property.

PART VII PROCEDURE FOR LEVYING FINES

If the above Rules and Regulations are not obeyed; fines to be determined by the Board of Directors will be assessed.

- A. Prior to initiating fines, the owner will first be issued a warning letter citing the violation.
- B. A repeat offense will cause a committee of three owners, other than Board members, to convene to hear and adjudicate the violation.
- C. A reasonable notice, not less than fourteen (14) days prior to hearing, will be provided in writing to the owner.
- 1. Notice will include a statement of the date, time, and place of the meeting.
 - 2. The notice will include a statement of the Declaration, By-laws or Rules and Regulations which allegedly violated, and will include how the violation may be corrected.
- D. At the hearing, the party liable for the fine(s) or his/her legal representative, shall have an opportunity to respond, present evidence and to provide written and oral review, challenge and respond to allegations of the Association.
- E. At the conclusion of the hearing, the fines committee shall reach a decision on the merits of the citation by majority vote and may fine the owner.

*** FINING PROCEDURE MAY BE ADOPTED BY THE BOARD OF DIRECTORS AS PROVIDED BY THE ASSOCIATION BY-LAWS**

These Rules and Regulations are subject to modification by the Board of Directors in accordance with the authority set forth in the Declaration of Condominium.