

**SCHEDULE “A”  
TO BY- LAWS**



**REVISED RULES AND REGULATIONS  
FOR CITYPLACE SOUTH TOWER CONDOMINIUM AS OF DECEMBER 2021**

Each of the rules and regulations shall be in accordance with all applicable county and state codes, ordinances, and regulations. These rules and regulations shall apply to all Unit Owners, Registered Residents, and Tenants (hereinafter referred to collectively as “Owners/Residents”). Unless otherwise stated, the term Guests will refer collectively to Short-term, Long-term, and Permanent guests.

**1. COMPLIANCE WITH RULES AND REGULATIONS <sup>1</sup>**

1.1 Every applicable Owner/Resident shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws, and Articles of Incorporation of the Association, as amended from time to time.

1.2 Failure of an Owner/Resident to comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, a fine or fines may be imposed upon an Owner/Resident for failure of an Owner’s/Resident’s Guests, family, invitees, lessees, workers or employees, to comply with any Covenants, Conditions and Restrictions (“CC&Rs”) herein or in the Declaration, Articles of Incorporation or By-Laws, provided that the procedures set forth in the Declaration for fining are adhered to.

1.3 Fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner/Resident shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner/Resident.

1.4 These rules and regulations shall be cumulative with CC&Rs as set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted.

1.5 All of these rules and regulations shall apply to all Owners/Residents even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Owners/Residents from specific rules and regulations upon written request thereof and, good cause shown in the sole opinion of the Board.

**2. OBSTRUCTION OF COMMON AREAS <sup>1</sup>**

2.1 The sidewalks, entrances, passages, lobbies, and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property. Personal items such as carts, bicycles, carriages, chairs, tables, clothing, shoes, umbrellas or any other objects of the Owner/Resident or their vendors/employees shall not be left in said common elements, except in areas (if any) designated for such purposes.

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### **3. PERSONAL PROPERTY IN COMMON AND/OR LIMITED COMMON AREAS <sup>1</sup>**

3.1 The personal property of Owners/Residents must be stored in their respective Residential Units or in any appurtenant storage lockers.

3.2 No articles other than patio-type furniture, and small planters, pots, sculptures, etc. shall be placed on the balconies, patios, terraces or lanais or other Common Elements or Limited Common Elements of Residential Units, without the prior written consent of the Board. No linens, cloths, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, patios, terraces, lanais, railings or other portions of the Condominium or Association Property.

### **4. TRASH AND CLEANING**

4.1 No Owner/Resident shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep, pour, or throw from the Condominium or Association Property any dirt, water, or other substance onto any of the balconies, patios, terraces, and/or lanais or elsewhere in the Building or upon the Common Elements.

4.2 Each Owner/Resident shall be responsible for cleaning up after themselves, and their Guests, when within the Condominium or Association property, including, without limitation, placing all trash and/or garbage in the proper receptacles.

4.3 No garbage, refuse, trash, or rubbish shall be deposited except as permitted by the Association. All trash and other debris shall be discarded only within proper receptacles in designated areas as posted signage indicates.

4.4 Boxes shall not be discarded in a trash chute and must be discarded only in designated areas located on every parking garage level or within the loading dock. All boxes must be broken down and placed in designated recycle containers

4.5 Owners/Residents wishing to recycle appropriate types of trash may do so in designated recycling bins, which are located at the double door garage entrance to the building, on every parking garage level. Plastic bags should not be deposited in the recycle bins as they get tangled in equipment and threaten worker safety. Styrofoam does not belong in the recycle bins and must be brought to the loading dock area for proper disposal. Air conditioning filters do not belong in the recycle bin and must be brought to the loading area for proper disposal.

4.6 Bulk trash can only be disposed of in the designated bulk trash area of the loading dock and only on specific days announced by Association Management. Otherwise, removal of bulk trash must be coordinated with Association Management. Non-compliance with bulk trash policy will result in a \$150 fee.

### **5. NOISE AND DISTURBANCE <sup>1</sup>**

5.1 No Owner/Resident shall make or permit any disturbing noises, nor allow any disturbing noises to be made by Guests, employees, pets, agents, tenants, visitors, or licensees of Owners/Residents, nor permit any

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conduct by such persons or pets that will interfere with the rights, comforts, or conveniences of other Owners/Residents.

5.2 No Owner/Resident shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or device in his or her Unit, including devices such as Amazon's Alexa and Echo, Sonos, Google Home, and similar devices, in such a manner as to disturb or annoy other Owners/Residents.

5.3 No Owner/Resident shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other Owners/Residents.

5.4 No Owner/Resident shall install or utilize any fitness equipment in his or her Unit in such a manner as to disturb or annoy other Owners/Residents.

## **6. INTERACTIONS WITH BOARD, STAFF AND MANAGEMENT**

6.1 Owners/Residents and their respective Guests and invitees, shall communicate with the Board of Directors, Association Staff and Management Personnel in a respectful and professional manner. The Association will not tolerate threatening, aggressive, or inappropriate communication with any personnel, as determined by the sole discretion of the Board. Any such threatening, aggressive, or otherwise inappropriate communication to the Board of Directors, Association staff or Management Personnel will be deemed by the Board to be a violation of the Association's Governing Documents.

6.2 No employees of the Association's Management shall perform personal errands or personal services for an Owner/Resident during his or her scheduled work hours, with the exception of normal and customary duties as ascribed to their job position. If an Owner/Resident wishes to hire an employee of the Association to perform personal services outside of normal work hours, then the Owner/Resident is required to notify Management and sign a Hold Harmless Waiver prior to utilizing the services of the employee of the Association.

6.3 The Board of Directors shall be solely responsible for directing and supervising employees of the Association's Management.

## **7. SIGNAGE, FIXTURES, AND INSTALLATIONS <sup>1</sup>**

7.1 No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the Condominium or Association Property.

7.2 Additionally, no awning, canopy, shutter, or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements by any Owner/Resident, without the written prior consent of the Board of Directors of the Association.

7.3 Owners/Residents shall not cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls, doors, balconies, railings, or windows of the Condominium Property. Notwithstanding the foregoing, any Owner/Resident may display one portable, removable United States flag in a respectable way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may

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display in a respectable way, portable, removable official flags, not larger than 4 ½ feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

7.4 Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units must be white or off white and shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.

7.5 Installation of satellite dishes by an Owner/Resident in, on, or over a common area or attached to any part of an exterior wall or balcony railing is prohibited. Any Owner/Resident wishing to install a satellite dish must obtain prior approval by submitting an Architectural Review form to the Board of Directors in writing.

7.6 No window air-conditioning units may be installed by Owners/Residents.

7.7 No Unit shall have any aluminum foil or any reflective material placed in any window or glass door. Only clear window film may be placed on any glass, unless approved, in advance, by submitting an Architectural Review form with the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

7.8 No screen doors shall be installed, unless approved, in advance, by submitting an Architectural Review Form with the Board of Directors in writing.

## **8. FLAMMABLE SUBSTANCES**

No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Residential Unit or on the Common Elements, other than as is reasonable and customary in vehicles and/or in cleaning supplies.

## **9. HURRICANE SEASON PREPARATIONS**

9.1 An Owner/Resident who plans to be absent during the hurricane season must prepare his or her Unit prior to his or her departure by designating a responsible firm or individual to care for the Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage and furnishing the Association with the name(s) of such firm or individual.

9.2 Furniture and all other items must be removed from balconies no later than 72 hours prior to the projected landfall of a named tropical or higher category storm, as predicted by the National Weather Service. If balcony items are not removed, Management will have staff remove items and store them within the Unit of the Owner/Resident and a fee of \$300 shall be charged. An Owner/Resident can request that Management have staff remove such items from balconies prior to the stated deadline for a flat fee, currently set at \$40.

## **10. MINORS**

10.1 Children under eighteen (18) years of age will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association.

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10.2 All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing amenities of the Association.

## **11. PETS <sup>1</sup>**

Pets, including dogs, cats, birds, fish or other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, and in addition to the applicable terms of the Declaration:

11.1 Dogs and cats shall not be permitted outside of their owner's Unit unattended. Owners/Residents are required to keep their pets on leashes, which cannot be more than six (6) feet long, or keep their pets within containers, when in the common areas of the building. Owners/Residents must ensure that their pets refrain from disorderly conduct.

11.2 No pets are allowed on the pool deck, in the summer kitchen area, or in any other amenities; nor are any pets allowed to enter any of the property's water features.

11.3 An Owner/Resident whose lease permits pets, will be allowed to have up to two (2) pets on premises. Owners/Residents are limited to two (2) dogs, whose combined weight may not exceed ninety (90) pounds. The following breeds are not approved by the Board and are not allowed on the Condominium property under any circumstances: Pitbull (or any variation or combination of the Pitbull breed), Doberman Pinscher, Rottweiler, and Akita.

11.4 Dog waste shall not be left on any portion of the Association property, this includes, but is not limited to, all common areas, the front entrance lawns and the south, west and east sides of the Condominium Property. Each Owner/Resident must immediately clean up after his or her pet(s). An Owner/Resident is responsible for all costs associated with the clean up or repair to the common areas for damage caused by his or her pet.

11.5 Dog waste must be disposed of properly and be placed in the designated dog-waste stations located along the perimeter of the building. Under no circumstances shall dog waste be disposed of in the residential trash chutes.

11.6 The Association reserves the right to remove any pets which are disorderly or not on leashes or not within containers through appropriate animal authorities without notice to the owner of the pet. A violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine the applicable Owner/Resident and/or to require any pet to be permanently removed from the Condominium property.

11.7 Within 30 days of moving into a residence with a pet, an Owner/Resident must provide the Association with a photo of his or her pet, its vaccination records and proof of County licensing. Proof of breed may be requested by Management at any time during the pet's residency on the property. The Board reserves the right to decline, or demand removal of any pet for which the above procedures are not followed or which it perceives as a potential threat to the common safety of the general Community.

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## 12. SMOKING

12.1 No smoking or vaping shall be allowed in any portion of the Common Elements of the Condominium except in designated smoking area(s). While an Owner/Resident may smoke or vape within their Units, all Owners/Residents shall abate smoke of any kind that escapes from their Unit and invades or seeps into any other Unit or the Common Elements.

12.2 To the extent smoke of any kind seeps into the Common Elements, the responsible Owner/Resident shall be responsible for the costs of any cleaning to the Common Elements made necessary thereby. No butts, ashes or other smoking residue shall be discarded over any balcony or within the Common Elements.

12.3 If smoking or vaping outside, such smoking shall take place within designated smoking areas, and no person should smoke or vape within 50 feet of any building entranceway, main lobby, southern entrance, or any exit door.

## 13. GUESTS

13.1 Short-term guests are defined as non-residents staying with an Owner/Resident for a period not exceeding three (3) consecutive nights. Short-term guests are not permitted to use the common facilities unless accompanied by the Owner/Resident. Long-term and Permanent guests may use the common amenities unaccompanied by the Owner/Resident for the term of their stay.

13.2 Long-term guests are defined as non-residents staying with an Owner/Resident for a period exceeding three (3) consecutive nights, but not exceeding 14 consecutive days. Long-term guests are required to register with the Association management office and once registered, will be permitted to access the condominium without any need for the Front Desk to announce their arrival.

13.3 Permanent guests are defined as persons staying with an Owner/Resident for a period exceeding 14 consecutive days, or as so designated by an Owner/Resident. Permanent guests are required to register with the Association management office and once registered, will be permitted to access the condominium without any need for the Front Desk to announce their arrival.

13.4 Unless otherwise stated, the term Guests used herein will refer collectively to Short-term, Long-term, and Permanent guests.

13.5 In order to prevent increased noise and nuisances, and to prevent additional wear and tear upon the Common Elements, the maximum number of Guests per unit is limited to six (6) at any one time, unless prior notification and approval by the Association Management is obtained. Upon arrival, Guests are required to check in with the Front Desk and be announced to the Owner/Resident.

13.6 No Guest (Short-term, Long-term, and Permanent), will be let into any unit by the staff utilizing the emergency key held by the Association without prior written approval from the Owner/Resident.

13.7 Registration for both Long-term and Permanent guests will include their contact information, providing a current, valid, government-issued photo ID to be copied, and having a photo taken. Long-term and Permanent guests must register their vehicle(s) with the Management Office.

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## **14. AMENITIES – POOL DECK, POOL AND SPA**

14.1 The maximum number of Guests, (Short-term, Long-term, or Permanent) of any Owner/Resident to be permitted on the pool deck or in the pool at any one time is limited to four (4) per unit. Short-term guests must be always accompanied by an Owner/Resident when using the pool deck. Long-term and Permanent guests may utilize the pool and pool deck unaccompanied by the Owner/resident. Children under 12 must be accompanied at all times by a responsible adult 18 or older.

14.2 The pool deck, pool and spa shall be open from dawn to 10:00pm daily, including weekends and holidays.

14.3 Breakable objects are not permitted on the pool deck, in the pool or in the spa. Food or drink is not permitted on the pool deck, in the pool or in the spa, except for water in a non-breakable container.

14.4 Non-toilet trained persons shall not be allowed in the pool or spa without waterproof pants. Children under the age of five (5) are not allowed in the spa.

14.5 Audible media (such as music, podcasts, etc.) are not allowed on the pool deck. The use of earbuds or headphones is encouraged since the pool deck is an area of quiet enjoyment.

14.6 Pool deck furniture cannot be reserved and must be returned to its designated area after use.

14.7 Pool floats are not allowed in pool, except for personal flotation devices (PFDs) that are attached to the body.

14.8 Owners/Residents and their Guests must dry off before exiting pool deck. Entering the elevators and leaving water marks in the lobby or elevators is not allowed.

14.9 Running, shouting, throwing balls and other objects or rough play in the pool, spa or on the pool deck is not allowed.

14.10 Diving or jumping into the pool is not allowed.

## **15. AMENITIES - CLUB LOUNGE AND SUMMER KITCHEN**

### **15.1 Reservations for Club Lounge:**

Reservation of the Club Lounge for a private event is restricted to Owners/Residents. Use for an event is by reservation only, made with the Association Management Office at least 48 hours in advance. There is a \$500 refundable security deposit and a \$250 non-refundable clean up fee at the time of reservation. Owner/Resident is responsible for immediate cleanup of the Club Lounge after the event, which includes but is not limited to removal of all trash and return of all furniture to its place. The Club Lounge will be inspected by a staff member at the conclusion of the use. If the Association needs additional cleanup of the area after such use, all costs associated with cleanup will be borne by the Owner/Resident. In the event any damage or clean up fees exceeds the amount of the security deposit; the resident will be fully responsible for these charges.

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## 15.2 Reservations for Summer Kitchen

Reservation of the Summer Kitchen for a private event is restricted to Owners/Residents. Use for an event is by reservation only, made with the Association Management Office at least 48 hours in advance. There is a \$500 refundable security deposit required at the time of reservation. Owner/Resident is responsible for immediate cleanup of the Summer Kitchen after the event, which includes but is not limited to removal of all trash and return of all furniture to its place. The Summer Kitchen will be inspected by a staff member at the conclusion of the use. If the Association needs additional cleanup of the area after such use, all costs associated with cleanup will be borne by the Owner/Resident. In the event any damage or clean up fees exceeds the amount of the security deposit; the resident will be fully responsible for these charges. No breakable objects and/or containers are permitted beyond the immediate area of the Summer Kitchen.

## 15.3 Private Event Requirements

- (a) For a private event that has more than six (6) Short-term guests, additional valet will be required. If attendance of the event exceeds 25 people, inclusive of other Owners/Residents or Guests, then additional security must also be retained. If additional valet or security services are required, the Owner/Resident must utilize the Association approved vendor for these services and pay for the associated costs of the added services for the event.
- (b) Any additional parking spaces that may be required in connection with the hosting of an event shall be coordinated with Association Management, as set forth in the Association's parking and valet rules set forth herein.
- (c) If catering or any outside vendor is used for entertainment or supplying of food/beverages, appropriate insurance and licenses must be provided to the Association at the time of reservation according to the Association's current standards and requirements in place.
- (d) Children attending the event under the age of 12 must be accompanied by an adult.

## 15.4 Limited Use of Club Lounge and Summer Kitchen

- (a) If an Owner/Resident wishes to use the Club Lounge for a small gathering of other Owners/Residents, such as card games, book clubs, or other meetings which is sanctioned by the Association and Board of Directors, then the above security deposit will not apply. Any such gatherings must be reserved with the Management office or Front Desk.
- (b) If the Summer Kitchen is being used by an Owner/Resident for grilling purposed only, the Owner/Resident must contact the Front Desk to reserve the grill and obtain the key to unlock the grill. Immediately after use, the grill must be cleaned, and the key must be returned to the Front Desk. The key cannot be given to another Owner/Resident.

## 16. AMENITIES - FITNESS CENTER

16.1 The Fitness Center is open daily from 5:00am to 10:00pm, including weekends and holidays.

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16.2 The Association is not responsible for injuries or accidents resulting from use of these facilities. All individuals using the fitness center and the related equipment do so at their own risk.

16.3 Children under the age of 12 must always be accompanied by an adult (18 years or older) while in the fitness center.

16.4 Bare feet, sandals, or open toed shoes are not permitted in the fitness center.

16.5 Food and drinks are not permitted in the fitness center, except for water in a non-breakable container. No glass or breakable containers are permitted.

16.6 Dropping or slamming of weights & fitness equipment is not permitted.

16.7 Use of cardio or other gym equipment is limited to 30 minutes if another Owner/Resident is waiting to use the equipment.

16.8 Talking on cell phones is not permitted. Playing music or utilizing other media is not permitted without using earbuds or headsets.

## **17. AMENITIES – MASSAGE ROOM**

17.1 The Massage Room is open daily from 5:00am to 10:00pm, including weekends and holidays.

17.2 Owner/Resident must reserve the massage room with the Front Desk at least twenty-four (24) hours in advance of anticipated use. No Owner/Resident may reserve the massage room for more than two (2) consecutive hours per session; however, a resident may continue their use of the massage room beyond the two (2) hour limit if no other resident has reserved such room for the time period thereafter.

17.3 If an Owner/Resident uses an outside massage therapist, the name of the therapist must be registered with the Front Desk, and the therapist must check in at the Front Desk upon arrival.

## **18. AMENITIES - LIBRARY AND CONFERENCE ROOM**

18.1 Owners/Residents wishing to reserve the Library or Conference Room must confirm such reservation with the Front Desk at least twenty-four (24) hours in advance of anticipated use.

18.2 No Owner/Resident may reserve the Library or Conference Room for more than two (2) consecutive hours per session; however, a resident may continue their use of the Library or Conference Room beyond the two (2) hour limit if no other resident has reserved such room for the time period thereafter.

18.3 The Library and Conference Room need not be reserved in advance if the room is to be used for Condominium business, provided the room has not been reserved by a resident at least twenty-four (24) hours in advance.

18.4 The Library and Conference Room can be used at any time by an Owner/Resident if no reservation is pending.

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## **19. VEHICLE PARKING, VALET SERVICES, GARAGE USE AND TOWING POLICY<sup>1</sup>**

19.1 Owners/Residents are required to park only in their assigned parking space(s). If an assigned parking is not available for additional Owner/Resident vehicles, then the Owner/Resident must use available public parking outside of the Association Property. Parking on Kiwi Street is for Owners/Residents only, and a CPST Parking decal is required. Owners/Residents are not permitted to park on the non-gated, first floor of the garage or use any valet spaces to park their own vehicles.

19.2 An Owner/Resident who possesses a valid and current handicap placard may park in any handicap space within the gated/secured garage subject to availability. Those Owners/Residents utilizing a handicap space must keep their assigned space vacant. Handicap spaces on the first floor of the garage are for the use of the commercial tenants' customers. However, to the extent they are available, and the commercial unit tenants concur, the handicap spaces may be utilized by an Owner/Resident who displays the appropriate handicap placard.

19.3 The Association provides complimentary valet service to Owners/Residents and Permanent guests utilizing the Owner/Resident's own parking space. Valet services are available to Short-term and Long-term guests, and their vehicles can be parked in valet spaces, subject to availability. Guests cannot leave their vehicle with valet without permission from the Owner/Resident.

19.4 All Owners/Residents and their Guests must leave keys to their vehicles when utilizing valet service. No vehicles can be self-parked or left standing for over 5 minutes in the Porte Cochere area. Vehicles left standing for more than five minutes are subject to immediate towing without notice and at the owner's expense.

19.5 Valet personnel will prioritize their duties based upon current workflow to accommodate the number of cars being parked. Added convenience services, such as transporting groceries to Units and calling ahead for car pick up, may be delayed to reduce overcrowding in the Porte Cochere.

19.6 Unauthorized vehicles are defined as those vehicles that:

- a. are not properly registered with Management, or
- b. does not have a valid and current paper pass from management displayed on the dashboard, or
- c. does not have a resident decal properly displayed, or
- d. does not belong to an Owner/Resident or registered Guest, or
- e. is not subject to control by Valet.

Unauthorized vehicles are subject to being towed/ booted while on the premises at any time, and without prior notice to the vehicle owner.

19.7 Vehicles of Owners/Residents are to be registered with the Management Office and are to have a CPST decal displayed in the front bottom left of the vehicle's front windshield or as otherwise required to be displayed in the sole discretion of the Association. All vehicles must also have gate access card or a gate access decal.

19.8 Only street-legal licensed passenger vehicles are permitted to park upon Condominium Property premises. Specifically, no parking/storage of watercraft of any type, recreational vehicles, trailers, all-terrain vehicles, motor homes, canoes, kayaks, Segways, non-motorized scooters or similar-type items will

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be permitted on the premises. No other items or objects may be stored or placed in the parking space or any other area within the garage without the written consent of the Association.

19.9 Bicycles or other manual transportation devices must be stored in the designated areas only and such accommodations are on a first come, first served basis, as assigned by the Association. Hover boards, skateboards, scooters, bicycles, and similar-type items are only permitted to enter and exit the building through the Kiwi Street door or the loading dock and are not permitted to be driven or otherwise used in the Common Elements. Exceptions can be made as an accommodation that is supported by requisite medical documentation, such as a letter from a licensed medical practitioner, and approved by the Board of Directors. If an Owner/Resident needs assistance with maneuvering their bicycle through the Kiwi Street or loading dock doors, they should contact the Front Desk.

19.10 All Owners/Residents are required to adhere to parking garage speed limits, as posted, while driving within all areas of the parking garage.

19.11 Any Owner/Resident or other authorized occupant of a commercial or residential unit shall be entitled to the use of the Association's valet service for the parking of no more than two (2) vehicles at any time, except as may be approved by the Board from time to time, in writing, for special circumstances, as determined by the Board in its sole discretion. If a resident is hosting a party or other event, the resident may request the use of one (1) additional valet parking space beyond the typical maximum use limitation of two (2) valet parking spaces, provided such request is made to Association Management at least 24 hours in advance of the event. Such additional valet parking space may not be utilized for more than six hours. The granting of such request shall be in the Board of Directors' sole discretion and shall depend upon the anticipated availability of valet parking spaces.

19.12 It is allowable for one or two motor vehicles to utilize single and tandem spaces, respectively, plus one auxiliary vehicle, such as a motorcycle, scooter and/or Segway. No vehicle shall extend beyond the boundaries of the space(s), as indicated by the painted white lines surrounding the spaces (single spaces are 7'7 1/2" wide x 18' long, tandem spaces are 7'7 1/2" wide x 36' long), and provided no vehicle is parked in a manner that is determined by the Board of Directors to impede ingress and/or egress or the safe navigation of the parking garage.

19.13 Guests may not have access to, or park within, the gated resident garage at any time. Such vehicles will be immediately towed without notice and at the vehicle owner's sole expense at any time except if their vehicle is parked by valet as per section 19.3.

19.14 Long-term guests and Permanent guests shall have access to utilize the assigned parking space of the Owner/Resident they are guests of, subject to: (i) availability, (ii) vehicle registration with the management office, (iii) signing of a waiver and (iv) the possession of a gate access card obtained from the Owner/Resident. If the Owner/Resident has not provided a gate access card, then one can be obtained temporarily from the management office by paying a refundable \$50 deposit. Since the access card is temporary it will be deactivated upon the expected end dates of the long and permanent guests stay.

19.15 Owners/Residents are obligated to inform the Front Desk or Management Office if they are driving a rental car, loaner car, or vehicle other than that which is registered to their unit with Management. Temporary passes will be issued to those Owners/Residents to account for these vehicles being parked upon the premises. If the Owner/Resident does not possess a gate access card one must be obtained from the

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management office by paying a \$50 refundable deposit. The deposit will be returned when the gate access card is returned to the management office.

19.16 Owners/Residents and their respective guests are not allowed to park on the non-gated portion of the first-floor garage. Only authorized Association staff and approved vendors are allowed to park in the non-gated portion of the first-floor garage. .

19.17 Management assumes no liability whatsoever for any cost or damages resulting from the towing/booting of a vehicle from/upon the Condominium Property.

19.18 No repair of vehicles shall be made on the Condominium Property.

19.19: If for any reason an Owner/Resident, Long Term or Permanent guest does not possess a gate access card, then the vehicle must be driven to the Porte Cochere and he or she must see the concierge at the front desk and present a photo ID. Only the on-duty concierge can open the garage security gate. No other CPST staff can open the garage gate, including valet and security personnel. If the concierge is not at the front desk, then the vehicle owner must wait until they return. The expectation is that having the concierge open the garage security gate will be a very rare occurrence, since all vehicle owners with the right to access the secured portion of the garage should be in possession of a gate access card.

19.20 Non-resident realtors must have their vehicles parked with valet or utilize offsite parking when doing business within the Building. At no time can non-resident realtors park and leave their vehicle in the Porte Cochere area or on the first floor of the garage. Resident realtors must park in their own assigned garage space and not in the Porte Cochere area or on the first floor of the garage.

## **20. ELECTRIC VEHICLE CHARGING**

Electric Vehicles (“EV”) charging stations are located on the second floor of the parking garage. EV charging is available only by utilizing the Association valet personnel. An Owner/Resident must sign an EV Charging Agreement form and purchase charging tickets prior to receiving any vehicle charging. Under no circumstances can an Owner/Resident charge the EV themselves. Any vehicle improperly parked in the designated EV charging stations is subject to being towed without notice and at the vehicle owner’s sole expense.

## **21. INSURANCE**

21.1 All persons who provide personal training or instructional services within the condominium building must provide proof of adequate insurance coverage, as determined by the Board of Directors, to the Management Office.

21.2 Prior to the commencement of any construction work within any unit, the Owner/Resident shall ensure that all of their vendors and/or contractors have, in effect and to be continuously carried during the duration of work, comprehensive general liability insurance with General Liability coverage in the minimum of One Million Dollars (\$1,000,000) combined single limits, Workers Compensation Insurance and Automobile Liability as required by State Law.

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<sup>1</sup> This section shall not be applicable to the Commercial Units, except as otherwise expressly provided in the Declaration.

21.3 The Comprehensive General Liability insurance policy shall name “CityPlace South Tower Condominium Association, Inc.” as additional insured. All vendors and contractors must provide a Certificate of Insurance, to the Association Management Office prior to the commencement of work. The foregoing insurance coverage limits may be amended by the Board of Directors from time to time, including in the event a project of extensive scope, as determined by the Board of Directors.

21.4 Work hours for service providers shall be 8:30am to 5:00pm, Monday through Friday. Construction noise shall not be permitted before 9:00am or after 5:00pm. All workers, contractors, vendors, or other service providers shall vacate the property by 5:00pm.

## **22. MOVING AND DELIVERIES POLICIES**

### **22.1 Lease Agreements**

(a) Unit Owners who lease their unit are required to furnish copies of their lease agreement to the Association upon its execution and prior to their tenant(s) taking occupancy of the unit. The lease agreement shall include language which obligates the tenant(s) to observe and comply with all aspects of the Declaration of Condominium, Articles of Incorporation, By Laws, and Rules and Regulations of the Association. All leasehold tenants who are eighteen (18) years of age or older are required to be parties to the lease agreement for the unit they intend to occupy.

(b) Unit Owners shall provide the Association with evidence that all tenants have undergone a pre-occupancy criminal background search that has produced satisfactory results. The Association shall reserve the right to deny residency to any tenant(s) who is/are perceived to be a threat to the general safety of the Community based upon the results of their criminal background search.

### **22.2 Condo Questionnaire Fee**

The Association will charge a fee, which is currently set at \$150, to the prospective purchaser, lienholder, or the current Unit Owner for providing responses to requests for information from or, on behalf of a prospective purchaser or lienholder.

### **22.3 Moving and Fees**

(a) A move is defined as furniture, appliances or boxes taken to a Unit that requires three or more trips on an elevator utilized exclusively for a specific Unit in any 24-hour period. All Owners/Residents requiring the use of a service elevator must comply with the current Move-in/Move-out and Delivery Policies.

(b) A non-refundable fee of \$150 for exclusive use of the elevator is required prior to the move and covers the background, administrative, clean up and additional staffing costs incurred by the Association. A refundable \$1,000 security deposit is required at the time of reservation.

(c) Moves require a minimum seven (7) day advanced reservation of the elevator. Accommodations will be made, if possible, for shorter notice moves. Reservations are made in 3 ½ hour blocks from 9:00am to 12:30pm and 1:00pm to 4:30pm, Monday through Friday (holidays excluded). The move must be completed, and the movers must be out of the building by 5:00pm.

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<sup>1</sup> This section shall not be applicable to the Commercial Units, except as otherwise expressly provided in the Declaration.

(d) When using the services of a moving company, a Certificate of Insurance from the vendor listing the Association as additional insured, must be submitted prior to the date of the move. The Association requires comprehensive general liability insurance with General Liability coverage in the minimum of One Million Dollars (\$1,000,000) combined single limits, Workers Compensation Insurance and Automobile Liability as required by State Law.

#### 22.4 Deliveries

(a) Deliveries are defined as furniture, appliances or construction materials taken to a unit that can be transported in two or less trips on an elevator utilized exclusively for a specific Unit in any 24-hour period.

(b) Owners/Residents may bring in their own personal delivery of items purchased during the course of normal shopping, such as groceries, small appliances, televisions, stereos, or other household items, as long as the items fit easily inside a luggage cart provided by the Association. The elevator cannot be used exclusively for the personal delivery and the personal delivery cannot interfere with the day-to-day activities of the Association or other Owners/Residents.

(c) All deliveries from vendors must be scheduled with the Association and performed during normal delivery hours as stated in the current Move-in/Move-out and Delivery Policies. All deliveries from a vendor require a minimum 24-hour notice and reservation of the elevator. Deliveries can be made only between 9:00am and 4:30pm, Monday through Friday (holidays excluded). The delivery must be completed, and the workers must be out of the building by 5:00pm.

(d) A refundable \$1,000 security deposit is required at the time of reservation.

(e) When using the services of a delivery company or vendor, a Certificate of Insurance from the vendor listing the Association as additional insured, must be submitted prior to the date of the move. The Association requires comprehensive general liability insurance with General Liability coverage in the minimum of One Million Dollars (\$1,000,000) combined single limits, Workers Compensation Insurance and Automobile Liability as required by State Law

### 23. OTHER RULES AND REGULATIONS

23.1 Photo I.D. All Owners/Residents, as well as Long Term and Permanent Guests, are required to provide a current, valid, government-issued photo ID to be copied, and have a photo taken to be on file with the Association.

23.2 Attire - Owner/Resident and their guests, invitees, workers, licensees and/or employees, shall not appear in the Main Lobby or Common Elements except in appropriate attire. Bathing attire is not considered appropriate in the lobby or common areas inside the building and persons must utilize proper cover-up. No bare feet are allowed in the lobby, club room, elevators, stairways, and parking areas.

23.3 Carts - An Owner/Resident must return borrowed carts within one (1) hour. If not returned to the lobby within the allotted time frame, the Front Desk will call the Owner/Resident, who will have to return

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<sup>1</sup> This section shall not be applicable to the Commercial Units, except as otherwise expressly provided in the Declaration.

the cart immediately. If not returned by the Owner/Resident, then Security will retrieve the cart and a \$20.00 fee will be imposed.

23.4 Doorbells - Owners/Residents may install Board-approved doorbells, provided such doorbells are installed only upon the door frames of Units. Doorbells cannot be installed on the drywall area surrounding the door frame. An Architectural Review form must be submitted in writing to the Board of Directors prior to installation. Cameras, camera doorbells and other devices that record activity or audio within the Common Elements or other Units are prohibited.

23.5 Drones - The operation of Drones is prohibited within the Common Elements. Drones shall not be used for any manner of surveillance, such as recording privately-owned property or occupants of such property without the specific consent of the Owner/Resident. Violations of this restriction shall be enforced as set forth in Section 934.50, Florida Statutes.

23.6 Front Doors - Owners/Residents shall not leave their front doors open for any period in excess of the time needed to enter and exit their Units. However, the front door of a Unit may remain open as is reasonably necessary for moving in or out of a Unit or for repairs and other emergencies. Personal items such as shoes, umbrellas, door draft stoppers or any other objects of the Owner/Resident or their vendors/employees shall not be left in front of doors or in the hallways of the Common Elements

23.7 Photography - Commercial photography is prohibited within the Common Elements, except in connection with an event or party when an Owner/Resident has reserved a portion of the Common Elements for such an event, or in connection with the sale of a Unit provided prior written consent from Association Management has been obtained.

23.8 Solicitation - Solicitation of any kind, as determined in the Board's sole discretion, is prohibited within the Common Elements without prior written approval from Association Management.

23.9 Unit Access - If for any reason an Owner/Resident has misplaced the key for their unit they can request from the Concierge that security personnel escort them to their unit and let them have access to it. Their identity must be verified. It is expected that this will be a very infrequent occurrence.

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