SUBSTANTIAL REWORDING;
SEE 'RULES & REGULATIONS (RR)' EDITION-2009 FOR EXISTING LANGUAGE

INTRODUCTION

- A COPY OF THE 2009-RR WAS UPGRADED TO 2020-RR, ENTITLED 'COMMON ELEMENT' AND MADE AN EXHIBIT OF THE 'AMENDED AND RESTATED DECLARATION' - ALONG WITH THE ALREADY EXHIBITS OF 'ARTICLES OF INCORPORATION', 'BYLAWS' AND 'EXHIBITS(MAPS/PLATS)'.
- ALL 5 TOGETHER FORMING THE 5 "LEGAL" MODULES FILED WITH THE STATE OF FLORIDA: | DECLARATION | ARTICLES OF INCORPORATION | BYLAWS | COMMON ELEMENT | EXHIBITS (DWNGS) |
- THE 2020-RR AND ALL OF ITS PREDECESSOR RRS WERE RETIRED.

SUBSTANTIVE MODIFICATIONS MADE TO COMMON ELEMENT AS FOLLOWS:

I. COMMON ELEMENT ARTICLES/SECTIONS THAT HAVE BEEN EXPANDED/REFINED

1	ARTICLE-2:	SECTION-2	CABANA RULES	TOPICS
2	ARTICLE-4:	SECTION-1	CONTRACTORS	
3	ARTICLE-6:	SECTION-1	GUESTS	

II. COMMON ELEMENT/ARTICLE-3/SECTION-1A:A/C COMPOUNDS SIZING & POSITIONING

III. COMMON ELEMENT/ARTICLE-3/SECTION-1I:WILDLIFE

IV. COMMON ELEMENT/ARTICLE-5/SECTION-2:ALL MODULE-LOCATIONS WHERE NOISE AND BEHAVIORS AFFECTING OTHER UNITS IS DISCUSSED

NOISE: ALL THE LOCATIONS WHERE 'NOISE' IS DISCUSSED (GROUPED BY MODULE/ARTICLE/SECTION)			
NUISANCES	DECLARATION	5	5
NOISE	**COMMON ELEMENT**	5	1
CABANA PARTY RULES	**COMMON ELEMENT**	11	B2 B3
CABANA NOISE PROHIBITIONS	**COMMON ELEMENT**	2	2K8
NOISE & BEHAVIORS AFFECTING OTHER UNITS	**COMMON ELEMENT**	5	1
GUESTS	**COMMON ELEMENT**	6	1B
MOVING HOURS - NOISE	**COMMON ELEMENT**	10	1B3
NOISE ORDINANCES	OPERATIONALS-V	1	1

CONTINUED OVER

SUBSTANTIAL REWORDING;
SEE 'RULES & REGULATIONS (RR)' VERSION-2020 FOR EXISTING LANGUAGE

CONTINUED

V. COMMON ELEMENT/ARTICLE-8/SECTION-1S:FOLLY FARMS PASSIVE ECOLOGICAL PARK

VI. COMMON ELEMENT/ARTICLE-9/SECTION-3:ALL MODULE-LOCATIONS WHERE MOTOR VEHICLES, PARKING & TRAFFIC ARE DISCUSSED

DISCUSSION	MODULE	ART	SECTION
A VEHICLE IN ANY CONDITION ON THE LOS PRADOS PROPERTY AND ANY PERSON ASSOCIATED WITH SUCH VEHICLE IS OBLIGATED TO ABIDE BY THE RULES GOVERNING VEHICLES AND VEHICLE-BEHAVIORS.	DECLARATION	5	8
MOTOR VEHICLES, PARKING, TRAFFIC & TOWING	**COMMON ELEMENT**	9	1 & 2
CABANA PARTY PARTICIPANTS	**COMMON ELEMENT**	11	1C
GUESTS	**COMMON ELEMENT**	6	1C
MOVING, DELIVERY TURCKS & PODS	**COMMON ELEMENT**	10	1
CONTRACTORS	**COMMON ELEMENT**	9	1Y
ADDITIONAL DISCUSSION FOR CONTRACTORS	OPERATIONALS-T	5	1

VII. COMMON ELEMENT/ARTICLE-13/SECTION-1C: ENTRANCE DOOR AND EXTERIOR CLOSET DOORS ASSEMBLIES

VIII. COMMON ELEMENT/ARTICLE-13/SECTION-1D:LEAKS

HAS UNDERGONE A MAJOR MODIFICATION IN ORDER TO EXHAUSTIVELY EXPLORE 'LEAKS'.

OVERVIEW OF THE MODIFICATION

A UNIT'S LEAK(S) MUST BE:

1. VERIFIABLY CURED IF THE LEAK'S SOURCE IS WITHIN THE UNIT'S ENVELOPE (I.E. A 'RUNNING' TOILET OR DRIPPING FAUCET) OR
2. VERIFIABLY REPORTED IF THE LEAK'S SOURCE IS WITHIN THE COMMON ELEMENT (I.E. A MAIN LINE OR ROOF LEAK).

IF SUCH WATER-CONSUMPTION/WATER-INTRUSION MISHAPS ARE NOT CURED OR NOT REPORTED (AS THE CASE MAY BE), SUCH MISHAPS ARE LEGALLY VIEWED AS NEGLIGENCE AND THE ASSOCIATION CANNOT ABSORB THE COST OF THEIR CURE, AS PER STATUTES **718.111(11)(J)(1)** AND **718.111(11)(G)(2)**, WHICH ARE SPELLED OUT IN DETAIL.

SEE: COMMON ELEMENT/ARTICLE-13/SECTION-1D:LEAKS FOR THE ENTIRE DETAILED STORY.

EXHIBIT 'C' TO AMENDED AND RESTATED DECLARATION
RULES GOVERNING COMMON AND LIMITED COMMON ELEMENT USAGE
LOS PRADOS CONDOMINIUM ASSOCIATION, INC.
A CORPORATION NOT FOR PROFIT UNDER THE LAWS OF THE STATE OF FLORIDA.

ONCE THIS COMMON ELEMENT MODULE IS RECORDED WITH THE STATE OF FLORIDA, THIS PAGE WILL BE REPLACED BY THE 'RECORDING CERTIFICATE'.

SEE THE PUBLIC RECORD'S 5 "LEGAL" MODULES IN THIS PAGE'S FOOTER

D **LANGUAGE-EQUIVALENT NAMES FOR: "DECLARATION"**

1. "THE DECLARATION"
2. "AMENDED AND RESTATED DECLARATION"

A **LANGUAGE-EQUIVALENT NAMES FOR: "ARTICLES OF INCORPORATION"**

1. "EXHIBIT 'A': ARTICLES OF INCORPORATION"
2. "THE ARTICLES"
3. "EXHIBIT 'A': AMENDED AND RESTATED ARTICLES OF INCORPORATION TO THE AMENDED AND RESTATED DECLARATION"

B **LANGUAGE-EQUIVALENT NAMES FOR: "BYLAWS"**

1. "EXHIBIT 'B': BYLAWS"
2. "THE BYLAWS"
3. "EXHIBIT 'B': AMENDED AND RESTATED BYLAWS TO THE AMENDED AND RESTATED DECLARATION"

C **LANGUAGE-EQUIVALENT NAMES FOR: "COMMON ELEMENT"**

1. "EXHIBIT 'C': COMMON ELEMENT
2. "THE COMMON ELEMENT"
3. "EXHIBIT 'C': AMENDED AND RESTATED COMMON ELEMENT TO THE AMENDED AND RESTATED DECLARATION"

E **LANGUAGE-EQUIVALENT NAMES FOR: "EXHIBITS"**

1. "EXHIBIT 'E': EXHIBITS"
2. "THE EXHIBITS"
3. "EXHIBIT 'E': AMENDED AND RESTATED EXHIBITS TO THE AMENDED AND RESTATED DECLARATION"

IN CONTEXT

A. AS EXHIBIT 'C' TO THE AMENDED AND RESTATED DECLARATION, THE 'COMMON ELEMENT' CONTAINS THE RULES GOVERNING THE COMMON & LIMITED COMMON ELEMENTS.

B. IF YOU HAVEN'T DONE SO ALREADY, **SEE: DECLARATION/APPENDICES**.

C. AMONG THE 5 "LEGAL" MODULES RECORDED WITH THE COUNTY CLERK, 'COMMON ELEMENT' IS 4TH IN ORDER:
|DECLARATION|ARTICLES OF INCORPORATION|BYLAWS|COMMON ELEMENT|EXHIBITS (DWNGS)|,
WHERE 'ABCE' ARE EXHIBITS OF "D" AND THE 5 MODULES TOGETHER ARE KNOWN VARIOUSLY AS: "THE PUBLIC RECORD", "THE OFFICIAL RECORD", [PR] AND/OR THE "DABCE" MODULES.

OTHER LANGUAGE-EQUIVALENT NAMES

#	NAME	EQUIVALENT NAME
1	FLORIDA CONDOMINIUM ACT	THE "CONDOMINIUM ACT"
2	LOS PRADOS, A CONDOMINIUM	"CONDOMINIUM"

END OF ARTICLE-0.0

COMMON ELEMENT
TABLE OF CONTENTS

PAGE#	ARTICLE#	SECTION#	DESCRIPTION	#PAGES
C1	ARTICLE-0.0	SECTION-1	COMMON ELEMENT: TITLE OF RESTATEMENT	1
C2			INTENTIONAL BLANK PAGE	1
C3		SECTION-2	5 "LEGAL" MODULES' EQUIVALENT NAMES AND COMMON ELEMENT CONTEXT	1
C4:C5	ARTICLE-0.1	SECTION-1	TABLE OF CONTENTS	2
C6:C7	ARTICLE-0.2	SECTION-1	REFERENCES TABLE	2
C8	ARTICLE-0.3	SECTION-1	COMMON AND LIMITED COMMON ELEMENTS DEFINED	1
C9	ARTICLE-1	SECTION-1	BACK GATE	1
C10	ARTICLE-2	SECTION-1	CABANA RULES - INTRODUCTION	1
C11:C12		SECTION-2	CABANA RULES - TOPICS	2
C13:C14	ARTICLE-3	SECTION-1	COMMON ELEMENT STANDARDS	2
C15	ARTICLE-4	SECTION-1	CONTRACTORS	1
C16:C17	ARTICLE-5	SECTION-1	NOISE & BEHAVIORS AFFECTING OTHER UNITS	2
C18		SECTION-2	ALL MODULE-LOCATIONS WHERE NOISE IS DISCUSSED	1
C19	ARTICLE-6	SECTION-1	GUESTS	1/2 OF 1
	ARTICLE-7	SECTION-1	INTERIOR STORAGE	2/2 OF 1
C20:C22	ARTICLE-8	SECTION-1	COMMON & LIMITED COMMON ELEMENTS	3
C23:C26	ARTICLE-9	SECTION-1	MOTOR VEHICLES, PARKING & TRAFFIC	4
C27:C28		SECTION-2	TOWING	2
C29		SECTION-3	ALL MODULE-LOCATIONS WHERE MOTOR VEHICLES/ PARKING/TRAFFIC/TOWING/ETC. ARE DISCUSSED	1
C30	ARTICLE-10	SECTION-1	MOVING AND DELIVERY TRUCKS & PODS	1
C31	ARTICLE-11	SECTION-1	PARTIES AT THE CABANA	1
C32	ARTICLE-12	SECTION-1	RECREATIONAL RULES	1
C33:C38	ARTICLE-13	SECTION-1	REPAIR, LIABILITY & MAINTENANCE	6
C39	ARTICLE-14	SECTION-1	SECURITY	1/3 OF 1
	ARTICLE-15	SECTION-1	SIGNS	2/3 OF 1
	ARTICLE-16	SECTION-1	STATEMENT OF LIABILITY	3/3 OF 1
C40	ARTICLE-17	SECTION-1	TRASH & DUMPSTERS	1
C41	ARTICLE-18	SECTION-1	HURRICANE PREPAREDNESS	1

CONTINUED

COMMON ELEMENT
TABLE OF CONTENTS

PAGE#	ARTICLE#	SECTION#	DESCRIPTION	#PAGES
C42	ARTICLE-19	SECTION-1	INDIVIDUAL UNIT'S BALCONY CARE	1

TOTAL NUMBER OF PAGES 42

END OF ARTICLE-0.1

EXHIBIT 'C': AMENDED AND RESTATED COMMON ELEMENT REFERENCES TABLE

- USING THIS 'REFERENCES TABLE': SEE:DECLARATION/APPENDIX-3/SECTION-1:REFERENCING PROTOCOLxx
- SEE:DECLARATION/APPENDIX-4/SECTION-1:LG/PR "LEGAL" DOCUMENTS ENFORCEMENT HIERARCHYx
- "AX" AND "APX" ARE ABBREVIATIONS FOR THE WORD "APPENDIX".

COLLECTION OF THE REFERENCES USED IN THIS MODULE				MORE INFO ON THE TOPIC IS FOUND IN:		
SQ#	SOURCE		ALPHABETICALLY-ORDERED REFERENCES	TARGET MODULE BOLDED MEANS TARGET LIES WITHIN THIS MODULE	ARTICLE	SCTN
	ART	SCTN				
1	0.0	3B	APPENDICES: SYSTEM-STRUCTURE, DEFINITIONS, PROTOCOLS, HIERARCHY, ETC.	SEE: DECLARATION	APPENDICES	
2	2	2K8	CABANA NOISE PROHIBITIONS	SEE: OPERATIONALS-V	1	1
3	11	1A	CABANA PARTY APPLICATION FEE	SEE: OPERATIONALS-V	5	1
4	2	2C	CABANA USAGE: AGES & HOURS	SEE: OPERATIONALS-V	3	1
5			CCR'S: |COVENANTS|CONDITIONS|RESTRICTIONS|	SEE: DECLARATION	APPENDIX-1 APPENDIX-2 APPENDIX-1	1C1
6	0.3	1	COMMON & LIMITED COMMON ELEMENTS	SEE: **COMMON ELEMENT**	8	1
7	10	1D	DISPOSAL OF TRASH BY MOVERS –	SEE: **COMMON ELEMENT**	17	1
8	14	1D	EMERGENCY CONTACT PHONE NOS., E-MAILS	SEE: OPERATIONALS-V	9	1
9	2	1F	EMERGENCY CONTACT PHONE NOS., E-MAILS	SEE: OPERATIONALS-V	9	1
10	8	1I	HANGINGS	SEE: OPERATIONALS-T	1	1
11	13	1C	ENTRANCE DOOR AND EXTERIOR CLOSET DOORS ASSEMBLIES.	SEE: OPERATIONALS-N	12	1
12	13	1F4	HURRICANE SHUTTERS	SEE: **COMMON ELEMENT**	13	1M
13	13	1B	ELECTRICAL WIRING	SEE: **COMMON ELEMENT** SEE: DECLARATION	**13** APPENDIX-4	**1** 1
14	13	1D	LEAKS	SEE: OPERATIONALS-R	9	1
15	17	1	LOS PRADOS MAP	SEE: OPERATIONALS-H	2	1
16			MODULE-LOCATIONS WHERE: 'NOISE' IS DISCUSSED	SEE: **COMMON ELEMENT**	5	2
17	9	2	MODULE-LOCATIONS WHERE: 'MOTOR VEHICLES/PARKING/TRAFFIC/TOWING/ETC.' ARE DISCUSSED	SEE: **COMMON ELEMENT**	9	3
18	13	1D	MOLD	SEE: **COMMON ELEMENT**	13	1E
19	3	1F	ORNAMENTAL & DECORATIVE LIGHTS	SEE: OPERATIONALS-V	4	1
20	13	1M	PERSONAL PROPERTY	SEE: **COMMON ELEMENT**	13	1F
21	8	1T	PET BEHAVIOR WITHIN FOLLY FARMS	SEE: DECLARATION	5	3
22	2	2D	POOL & SPA MAXIMUM	SEE: OPERATIONALS-V	8	1
23	2	2J	POOL TOYS	SEE: OPERATIONALS-T	1	1

CONTINUED

EXHIBIT 'C': AMENDED AND RESTATED COMMON ELEMENT REFERENCES TABLE

TO LEARN HOW THIS 'REFERENCES TABLE' IS USED,
SEE:DECLARATION/APPENDIX-3/SECTION-1:REFERENCING PROTOCOL

- "AX" AND "APX" ARE ABBREVIATIONS FOR THE WORD "APPENDIX".

COLLECTION OF THE REFERENCES USED IN THIS MODULE				MORE INFO ON THE TOPIC IS FOUND IN:		
SQ#	SOURCE		ALPHABETICALLY-ORDERED REFERENCES	TARGET MODULE BOLDED MEANS TARGET LIES WITHIN THIS MODULE	ARTICLE	SCTN
	ART	SCTN				
25	9	2	TOWING RATES	SEE OPERATIONALS-V	9	2

END OF ARTICLE-0.2

REFERENCED BY: DECLARATION/ARTICLE-1/SECTION-1:CREATION OF THE CONDOMINIUM

ONE OF THE PRIMARY DUTIES OF THE BOARD OF DIRECTORS IS TO MAINTAIN THE 'COMMON ELEMENT'

LIMITED COMMON ELEMENT DEFINED

EACH UNIT HAS TWO (2) LIMITED COMMON ELEMENTS – DEFINED AS "EXTERIOR APPURTENANCES" TO ITS "INTERIOR" SPACE AND WHOSE GOOD ORDER AND CLEANLINESS IS THE RESPONSIBILITY OF THE UNIT OWNER:

1. DETACHED FROM UNIT.
   ONE (1) BOARD-ASSIGNED COVERED PARKING SPACE.

2. ATTACHED TO UNIT.
   A. FOR A GROUND FLOOR UNIT, THE AREA ENCOMPASSED BY THE STUCCO WALL ADJACENT TO THE FRONT DOOR AND CIRCUMSCRIBED BY THE PATIO WALLS.
   B. FOR A 2ND FLOOR UNIT, THE AREA ENCOMPASSED BY THE BALCONY'S SURROUNDING-RAIL.

COMMON ELEMENT DEFINED

EXCEPT FOR THE LIMITED COMMON ELEMENT AS DEFINED ABOVE, ALL OTHER PROPERTY AREAS AND STRUCTURES ARE DEFINED AS BELONGING TO THE COMMON ELEMENT.

COMMON ELEMENT GENERAL RULE:

BECAUSE THE COMMON ELEMENT IS THE EXCLUSIVE PROVINCE OF THE BOARD OF DIRECTORS, THERE IS ONE GENERAL RULE THAT GOVERNS A RESIDENT'S INTERACTION(S) WITH THE COMMON ELEMENT, "A RESIDENT MAY OBVIOUSLY USE THE COMMON ELEMENT, BUT MUST NOT ALTER IT (INCLUDING, PLANTS, GARDEN ART, ETC.) *WITHOUT PRIOR WRITTEN PERMISSION FROM THE BOARD OF DIRECTORS.*

END OF ARTICLE-0.3

BACK GATE

A. BACK GATE 'REMOTE OPENERS' CAN BE PURCHASED DIRECTLY FROM THE MANAGEMENT COMPANY, WITH ALL PURCHASES FINAL ... MEANING NO EXCHANGES, RETURNS OR REFUNDS. HOWEVER, IF YOU DO HAVE AN ISSUE WITH THE REMOTE OPENER'S OPERATION AFTER THE INITIAL PURCHASE, PLEASE CONTACT THE MANAGEMENT COMPANY FOR RESOLUTION.

B. FROM TIME TO TIME, A DRIVER LACKING A 'REMOTE OPENER' WILL SIMPLY DRIVE THROUGH THE GATE. IF SUCH AN OFFENDING DRIVER IS DETECTED BY PHOTO, WITNESS(ES) AND/OR LICENSE NUMBER, SUCH AN OFFENDING DRIVER WILL BE:
   1. PROSECUTED FOR CRIMINAL BEHAVIOR TO THE FULL EXTENT OF THE LAW,
   2. PERMANENTLY BANNED FROM THE PROPERTY (IF A NON-RESIDENT) AND
   3. SUED FOR ALL RESULTING DAMAGES.

END OF ARTICLE-1

CABANA RULES
INTRODUCTION

- THERE IS NO LIFEGUARD ON DUTY AT THE CABANA.

- ANY PERSON USING THE POOL AND/OR SPA ASSUMES ALL THE RISKS NORMALLY ASSOCIATED WITH WATER.

- BECAUSE OUR POOL AND SPA ARE CATEGORIZED AS COMMERCIAL AND NOT RESIDENTIAL, THE GOVERNING HEALTH DEPARTMENT RULES ARE VERY STRINGENT REGARDING THEIR OPERATION AND MAINTENANCE. ADDITIONALLY, THEIR REPAIR AND MAINTENANCE ARE VERY COSTLY. RULE INFRACTIONS ARE SERIOUS AND MAY CAUSE THE OPERATIONAL COSTS TO BE EVEN HIGHER.

- PLEASE ASSESS THE SITUATION CAREFULLY FOR POTENTIAL DANGER BEFORE CONFRONTING ANY CABANA RULE VIOLATORS, AND REPORT OBSERVED INFRACTIONS TO THE MANAGEMENT COMPANY AND/OR BOARD MEMBERS.

- DEPENDING ON THE SEVERITY OF THE INFRACTION(S), THE FAILURE TO FOLLOW ALL CABANA RULES AS STATED IN THIS **COMMON ELEMENT/ARTICLE-2:CABANA RULES** MAY RESULT IN A RANGE OF REMEDIES BEING EXERCISED:
  FROM A MANAGEMENT COMPANY VIOLATION-LETTER OR AN 'OWNER-CHARGEABLE' ATTORNEY VIOLATION-LETTER ... TO A PARTIAL OR PERMANENT BANISHMENT FROM USING THE CABANA FACILITIES.

CABANA RULES
TOPICS

PART	CABANA TOPICS (SORTED IN ALPHA ORDER)	DESCRIPTION
A	ANIMALS	NO ANIMALS OF ANY KIND ARE ALLOWED WITHIN THE CONFINES OF THE CABANA BUILDING'S SURROUNDING FENCE.
B	BUBBLES, ETCETERA	NO BUBBLE BATHS, SHAMPOOS, SOAPS, OILS AND OTHER LIKE- SUBSTANCES ARE PERMITTED IN THE POOL OR SPA.
C	CABANA USAGE (AGES & HOURS)	WHO MAY USE THE CABANA AND WHEN? **SEE: OPERATIONALS-V/ARTICLE-3**
D	CAPACITIES & LIMITS	**SEE: OPERATIONALS-V/ARTICLE/SCTN-1:POOL & SPA MAX LOADINGS/TEMPS**
E	COMMANDEERING	'COMMANDEERING THE POOL' OCCURS WHEN AN EXCESS OF PEOPLE BELONGING TO A SINGLE GROUP TAKE OVER THE POOL (LEFT-TO-RIGHT & FRONT-TO-BACK) – OFTEN WITH BEHAVIORS THAT DISCOURAGE USE BY OTHER BATHERS. MOREOVER, TOO OFTEN SUCH BEHAVIORS INVOLVE SCREAMING, RUNNING & JUMPING CHILDREN WHO ARE NOT BEING PROPERLY MINDED BY AN ATTENDING ADULT. OUR COMMERCIAL POOL IS NOT TO BE TREATED AS IF IT WERE A PRIVATE HOME POOL ... IT IS MEANT TO BE USED BY A WIDE RANGE OF PEOPLE. THE POOL DECK'S ENVIRONMENT IS INTENDED TO BE TRANQUIL, NOT STRESSFUL. PLEASE ...
F	COURTESIES	**1.** AFTER USE, RETURN CABANA FURNITURE THEIR PROPER LOCATIONS. **2.** IF YOU'RE THE LAST ONE LEAVING, PLEASE TURN OFF THE LIGHTS AND FANS.
G	EMERGENCY CONTACTS	**FOR ALL EMERGENCY CONTACTS (POLICE, SHERIFF'S DEPARTMENT, ETC.).** **SEE: OPERATIONALS-V/ARTICLE-8: EMERGENCY CONTACT PHONE #S, E-MAILS, ETC.**
H	ENTERING/EXITING CABANA	ONLY PERSONS WITH AN AUTHORIZED KEY OR ACCOMPANIED BY A PERSON WITH AN AUTHORIZED KEY MAY GAIN CABANA ENTRY. SUCH ENTRY IS ONLY BY A SINGLE METHOD - USING THE ENTRANCE GATE: **1.** THE ENTRANCE GATE IS SELF-LOCKING. NO ONE SHALL ALTER/INTERFERE-WITH THE ENTRANCE GATE'S AUTOMATIC LOCKING MECHANISM. **2.** NO PROPPING-OPEN THE GATE TO ALLOW FOR UN-KEYED ENTRANCE. **3.** NO PERSONS SHALL GET OVER THE CABANA FENCE BY CLIMBING, STRADDLING, JUMPING, USING A LADDER/PERCH, ETC.
I	KITCHEN	ANYONE USING THE CABANA KITCHEN APPLIANCES, COUNTERTOPS AND/OR SINK IS RESPONSIBLE FOR THEIR THOROUGH CLEANING AFTER EACH USE.
J	NON-SWIMMERS	IF A NON-SWIMMER IS IN THE POOL OR SPA, THEY NEED TO BE ACCOMPANIED/MONITORED BY A RESPONSIBLE, APPROVED-ADULT.
K	POOL TOYS	WHETHER OR NOT YOU USE "POOL TOYS" ('NOODLES', 'FLOATS', ETC.), YOU SHOULD FAMILIARIZE YOURSELF WITH THEIR 'USE AND STORAGE'. **1.** A POOL TOY IS NOT TO BE USED AS "PLAY-WEAPON" SUCH AS, BUT NOT LIMITED TO, BATTING SOMEONE WITH IT, THROWING IT, ETC. **2.** NO "TOYS" OF ANY KIND ARE ALLOWED IN THE SPA. **SEE: OPERATIONALS-T/ARTICLE-1:POOL TOYS**

CABANA RULES
TOPICS

PART	CABANA TOPICS (SORTED IN ALPHA ORDER)	DESCRIPTION
L	PROHIBITIONS	1. DIVING, JUMPING OR RUNNING INTO THE POOL OR SPA. 2. HORSEPLAY OF ANY KIND (INCLUDING BALL-THROWING AND RUNNING), WHETHER IN OR OUT OF THE WATER. 3. SCUBA DIVING EQUIPMENT, WETSUITS, BATHYSPHERES, ETC. 4. NUDITY, SCANTILY-CLAD ATTIRE AND/OR SEXUAL OR PROMISCUOUS ACTIVITIES. 5. FOOD OR DRINK ELSEWHERE, EXCEPT IN THE KITCHEN AREA AND AT THE PROVIDED SURROUNDING TABLES. 6. NO GLASS OBJECTS ANYWHERE WITHIN THE CABANA CONFINES. 7. ARGUING/CONFRONTING/CURSING/FIGHTING/RUNNING/SCREAMING/ETC. 8. LOUD MUSIC, VIDEOGAME DEVICES, ETC. THAT ARE DEEMED TO VIOLATE THE QUIET ENJOYMENT OF CABANA FACILITY AND/OR ADJACENT CONDOS. **SEE OPERATIONALS-V/ARTICLE-1:NOISE ORDINANCES** 9. ENTERING THE CABANA WITH AN INFECTIOUS/COMMUNICABLE DISEASE 10. NO PEOPLE MAY SHOOT WATER ANYWHERE WITHIN THE CABANA CONFINES.
M	ROPE (PERPENDICULAR TO THE POOL'S LONG SIDE)	1. **NO STANDING/JUMPING ON THE POOL ROPE.** DOING SO WILL TEAR THE ROPE FROM ITS SOCKET - WITH REPAIR COSTS BEING CHARGED TO THE CAUSAL UNIT. 2. **ROPE-REMOVAL BY AN INDIVIDUAL.** A) SOME BATHERS WHO "SWIM LAPS" REMOVE THE ROPE AND PLACE IT IN POOL GUTTER. OTHERS DO THE SAME FOR THE OTHER REASONS. B) REGARDLESS OF THE REMOVAL-REASON, TOO OFTEN THE RESULT IS THE SAME – THE ROPE DOESN'T GET RECONNECTED. AN UN-ROPED POOL IS A BIG ISSUE IN THE EYES OF THE PINELLAS COUNTY HEALTH DEPARTMENT – TO THE EXTENT THAT IF THEY DO A "SPOT INSPECTION" AND DON'T FIND THE ROPE CONNECTED, THEY MAY WRITE LOS PRADOS A CITATION FINE. IN SUCH A CIRCUMSTANCE, THE ASSOCIATION IN TURN WILL BE FORCED TO FORWARD THAT FINE TO THE "ROPE-REMOVER" (IF KNOWN) FOR PAYMENT REIMBURSEMENT. C) BOTTOM LINE. IF YOU MUST DISCONNECT THE ROPE, PLEASE RE-CONNECT IT AFTER YOU'RE FINISHED WITH YOUR ACTIVITY.
N	SHOWERING	BATHERS ARE ENCOURAGED TO SHOWER IMMEDIATELY BEFORE ENTERING THE POOL OR SPA.
O	VISITORS	FOR SECURITY PURPOSES, UNLESS ACCOMPANIED BY A *CURRENT* RESIDENT, AN 'UNRECOGNIZED VISITOR' IS ASSUMED TO NOT BE ASSOCIATED WITH ANY CURRENT RESIDENT AND THEREFORE MAY BE CHALLENGED AS TO THEIR CABANA-USAGE QUALIFICATION AND PRIVILEGES.

END OF ARTICLE-2

COMMON ELEMENT STANDARDS

A. A/C COMPOUNDS SIZING & POSITIONING.

1) THERE ARE 2 A/C COMPOUNDS PER BUILDING, ONE AT EITHER OF A BUILDING'S SHORT END.
2) EACH A/C COMPOUND HOUSES 4 A/C COMPRESSORS.
3) THEREFORE, 2-COMPOUNDS PER BUILDING X 4 A/C COMPRESSORS PER COMPOUND X 13-BUILDINGS = 104 A/C COMPRESSORS ... 1 FOR EACH OF LOS PRADOS'S 104-UNITS.
4) SPECIFICALLY, EACH A/C COMPOUND IS A PART OF THE COMMON ELEMENT AND IS DEFINED BY AN AREA ENCOMPASSING A BUILDING WALL AND 3 TILE-TOP STUCCO WALLS. **CRITICAL**: THE TOP OF A REPLACEMENT A/C UNIT SHALL NOT EXCEED THE HEIGHT OF THE WALLS OF THE A/C COMPOUND THAT HOUSES THE REPLACEMENT A/C UNIT.

B. PLANTER BOXES.

1) WITH WRITTEN BOARD PERMISSION AS TO COUNT AND STYLING, YOU MAY PLACE A PLANTER BOX ON 1 OR MORE OF THE 3 TILE-TOP STUCCO WALLS OF AN A/C COMPOUND.
2) THE PLANTER BOXES ARE TO BE MAINTAINED BY THE RESIDENT AND ARE NOT TO INTERFERE WITH THE MAINTENANCE OF THE STRUCTURE OR COMMON ELEMENT. AT A MINIMUM, THE BOXES MUST HAVE DISHES AND FEET, WHICH ALLOW MOISTURE TO DRY BENEATH THE DISHES. THEY WILL BE MOVED WITHOUT PRIOR NOTICE IN THE PERFORMANCE OF ROUTINE MAINTENANCE. ALL PLANTER BOXES OR POTS MUST HAVE A NONPOROUS BASE.
3) THE OWNER OF THE PLANTER BOX IS FINANCIALLY AND LEGALLY LIABLE FOR ANY UNFORESEEN DAMAGES CAUSED BY THEIR 'BOARD-APPROVED' PLANTER BOX(ES) IN THE COMMON ELEMENT AND/OR A/C COMPOUNDS.

C. GARDEN HOSES IN A/C COMPOUNDS.

THE ONLY ITEM PERMITTED TO BE STORED IN THESE AREAS ARE GARDEN HOSES, WHERE THE HOSE IS TO BE KEPT NEATLY COILED WHEN NOT IN USE.

D. EXTERIOR WINDOW LEDGES.

NO WINDOW BOXES, POTTED PLANTS OR FIGURINES ARE TO BE KEPT ON THE EXTERIOR STUCCO WINDOW LEDGES.

E. GARDEN HOSES IN NON-A/C COMPOUNDS.

GARDEN HOSES ARE TO BE EITHER GREEN OR BLACK, AND THEY ARE TO BE KEPT NEAR AN EXTERIOR TAP, NEATLY COILED AND INCONSPICUOUS WHEN NOT IN USE. HOSES LEFT ON THE COMMON ELEMENT (FLOWER BEDS, BUSHES AND LAWN) IN AN UNKEMPT CONDITION WILL BE REMOVED.

F. ORNAMENTAL & DECORATIVE LIGHTS.

NO DECORATIVE OR ORNAMENTAL LIGHTS MAY BE PLACED ON THE COMMON ELEMENT INCLUDING, BUT NOT LIMITED TO, TREES, BUSHES, GARDENS AND ALONG SIDEWALKS. HOLIDAY LIGHTS MAY BE DISPLAYED ON THE PATIO OR BALCONY LIMITED COMMON ELEMENT WITHIN A SPECIFIC RANGE OF THE PROSCRIBED DATES.

SEE: OPERATIONALS-V/ARTICLE-4:ORNAMENTAL & DECORATIVE LIGHTS

G. PLANTINGS:

1. ASSOCIATION RETAINS ALL RIGHTS AND AUTHORITY OVER THE PLANTINGS ON COMMON ELEMENT.
2. PLANTINGS ARE NOT TO HANG OVER SIDEWALKS, ROADS, CURBS OR PARKING SPACES.
3. PLANTINGS ARE NOT TO HINDER/INTERFERE WITH COMMON OR LIMITED COMMON ELEMENT MAINTENANCE AND SERVICING.
4. NO PLANTINGS ARE ALLOWED TO PENETRATE THE SURFACES OF ANY COMMON OR LIMITED COMMON AREAS, INCLUDING BUT NOT LIMITED TO BUILDING WALLS, PATIO WALLS, BALCONY WALLS, FENCES, GATES, ETC.
5. STORAGE OF GARDENING EQUIPMENT, BAGGED SOILS AND EMPTY POTS ON THE COMMON ELEMENT IS NOT PERMITTED. THIS INCLUDES AREAS UNDER BALCONIES AND ENCLOSED BY THE A/C STUCCO WALLS. IF GARDENING EQUIPMENT, BAGGED SOILS AND EMPTY POTS ARE LEFT ON THE COMMON ELEMENT, THEY WILL BE DISPOSED OF WITHOUT NOTIFICATION.
6. DECORATIVE ITEMS MAY NOT BE PLACED ON THE COMMON ELEMENT WITHOUT SPECIAL BOARD OF DIRECTORS PERMISSION.

H. PRIVATE GARDENS.

THERE ARE NO "PRIVATE GARDENS" ON THE COMMON ELEMENT. BOARD OF DIRECTORS IS UNDER NO OBLIGATION TO INFORM RESIDENTS OF ROUTINE MAINTENANCE TO THE COMMON ELEMENT. THIS INCLUDES, BUT IS NOT LIMITED TO, BUILDING EXTERIORS, ROADS, SIDEWALKS, PONDS, GARDENS, PLANTS, PLANTERS AND POTS, PLANT HANGERS, ETC.

I. WILDLIFE.

THE FEEDING OF ANY AND ALL WILDLIFE IS STRICTLY PROHIBITED.

END OF ARTICLE-1/SECTION-3

CONTRACTORS

CONTRACTORS FALL INTO 2 CATEGORIES.

1. CONTRACTORS CONTRACTED DIRECTLY BY THE ASSOCIATION.

THE BOARD OF DIRECTORS HAS THE SOLE RIGHT TO NEGOTIATE AND ENTER INTO CONTRACTUAL AGREEMENTS FOR SERVICES NEEDED IN THE MAINTENANCE AND UPKEEP OF THE ASSOCIATION AND ITSHOLDINGS.

- **A.** NO UNIT OWNER OR RESIDENT HAS THE RIGHT OR AUTHORITY UNDER THE GOVERNING DOCUMENTS TO ENTER INTO SUCH AGREEMENTS ON BEHALF OF THE ASSOCIATION.
- **B.** IF A UNIT OWNER/RESIDENT DOES ENTER INTO A CONTRACTUAL AGREEMENT WITH A CONTRACTOR FOR SERVICES, THE UNIT OWNER WILL BE HELD LEGALLY AND FINANCIALLY LIABLE FOR THE CONTRACTED SERVICES AND ANY CORRECTIVE ACTIONS TAKEN BY THE ASSOCIATION.
- **C.** RESIDENTS ARE NOT TO INTERFERE WITH OR HINDER THE PERFORMANCE OF ASSOCIATION CONTRACTORS WHILE THEY ARE PERFORMING WORK AT THE PROPERTY.
- **D.** AN OWNER OR RESIDENT WHO HAS ANY PROBLEM WITH AN ASSOCIATION CONTRACTOR IS ADVISED TO CONTACT THE MANAGEMENT COMPANY IMMEDIATELY – PREFERABLY IN WRITING AND TO INCLUDE ALL CONTRACTOR-IDENTIFYING INFORMATION, SUCH AS TYPE OF WORK BEING DONE, VEHICLE TAG #, CONTRACTOR LICENSE # IF WRITTEN ON THEIR VEHICLE, LOCATION OF WORK BEING DONE, TIME-OF-DAY, CIRCUMSTANCE, CONCERNING BEHAVIOR, ETC.

2. CONTRACTORS CONTRACTED BY INDIVIDUAL OWNERS.

- **A.** THE ASSOCIATION MANDATES THAT ONLY LICENSED CONTRACTORS BE USED IN THE SPECIALTIES OF ELECTRIC AND PLUMBING, BECAUSE MISHAPS IN THOSE SPECIALTIES BY UNLICENSED PERSONS MAY CAUSE A MAJOR PERIL TO THE ASSOCIATION.
- **B.** IN CASE OF DAMAGE TO THE COMMON OR LIMITED COMMON ELEMENTS BY AN OWNER'S CONTRACTOR IN THE PERFORMANCE OF THEIR CONTRACT, THE ASSOCIATION IS NOT FINANCIALLY AND/OR LEGALLY LIABLE FOR SUCH DAMAGE. WHEN AN OWNER CONTRACTS WITH THEIR CONTRACTOR, THEY ARE AGREEING IN ADVANCE TO WAIVE ALL FIDUCIARY AND LEGAL LIABILITY AGAINST THE ASSOCIATION FOR ANY MISHAPS.
- **C.** A UNIT OWNER WILL BE HELD RESPONSIBLE FOR ANY DAMAGE CAUSED OR ANY REMEDIATION NECESSARY SHOULD THEIR CONTRACTOR VIOLATE THE PROVISIONS REFERENCED BELOW AND/OR ENGAGING IN UNSEEMLY BEHAVIOR(S).

3. REGARDLESS OF CONTRACTOR-CATEGORY, ALL CONTRACTORS MUST ADHERE TO THE PERTINENT RULES OF THE LOS PRADOS GOVERNING DOCUMENTS.

- **A.** IT IS STRICTLY PROHIBITED TO PLACE FOREIGN MATERIALS SUCH AS DEBRIS, LIQUIDS (I.E. PAINT), ETC. ANYWHERE ON THE LOS PRADOS PROPERTY (INSIDE OR OUTSIDE UNITS) – WHETHER BY DIRECT PLACEMENT OR WASHING, INCLUDING BUT NOT LIMITED TO 'THE GROUND, DUMPSTERS AND DRAINS'.
- **B.** A UNIT OWNER WILL HE HELD FINANCIALLY RESPONSIBLE FOR TIME AND MATERIAL NECESSARY FOR ANY REMEDIATIONS RESULTING FROM NOT FOLLOWING THE ABOVE DIRECTIVE.
- **C.** OWNERS ARE STRONGLY ADVISED TO INCLUDE DIRECTIVE -A- ABOVE IN THEIR WRITTEN CONTRACTS.
- **D.** FOR CONTRACTOR-PARKING OBLIGATIONS, SEE: COMMON ELEMENT/ARTICLE 9.

END OF ARTICLE-1/SECTION-4

"QUIET ENJOYMENT". A COVENANT THAT PROMISES THAT AN OCCUPANT OF A LOS PRADOS CONDOMINIUM HAS A RIGHT TO THE UNDISTURBED USE AND ENJOYMENT OF THEIR PROPERTY. AND PERHAPS QUIET ENJOYMENT'S MOST IMPORTANT TENET IS THE PROHIBITION AGAINST AVOIDABLE NOISE, SO MUCH SO THAT IN ADDITION TO THIS ARTICLE, NOISE PROHIBITION IS SPECIFICALLY CITED IN MANY OTHER ARTICLES:

OUR BUILDINGS ARE EXTREMELY WELL BUILT – WITH STUCCOED BLOCK WALL EXTERIORS, BLOCK WALLS AS FIRE-SPREADING PREVENTERS SEPARATING UNITS AND A 4-INCH CONRETE/STEEL TRUSS FLOORS THAT SEPARATES UPPER FROM LOWER UNITS. WITH RESPECT TO LOWER UNITS, THERE IS AN APPROXIMATELY 2-FOOT SPACE BETWEEN A LOWER UNIT'S CEILING AND THE UNDERSIDE OF THE UPPER UNIT'S CONCRETE FLOOR, IN WHICH LOWER UNITS' A/C DUCTS RESIDE AS WELL AS WATER PIPES AND ELECTRIC LINES ON OCCASION. THAT ALL SAID, UNFORTUNATELY CONCRETE HAS NO SOUND-ABSORBING QUALITIES. INSTEAD, CONCRETE REFLECTS AND REVERBERATES SOUND.

CONSIDERATIONS

A. REGARDLESS OF THE PHYSICAL LOCATION OF YOUR UNIT, BE MINDFUL OF YOUR NOISE AND BEHAVIORIAL ACTIVITES AND WHAT YOUR NEIGHBORS MAY BE ENDURING ON A RANDOM OR EVEN CONSISTENT DAILY BASIS.

B. WHEN IT COMES TO NOISE IN GENERAL, PLEASE BE GUIDED BY THE TRIED-AND-TRUE AXIOM ... "LOVE THY NEIGHBOR AS THYSELF". PUT SIMPLY, CONSIDER YOUR MIND-SET AND REACTION(S) IF YOU WERE ON THE RECEIVING-END OF SAME.

C. LET'S SAY THAT YOU'RE GOING TO HAVE SOME NOISY CONSTRUCTION WORK DONE. A SIMPLE NOTICE TO YOUR NEIGHBORS GOES A LONG WAY TOWARD PROMOTING/MAINTAINING HARMONY.

SOLUTIONS

A. **THE EASY WAY.**
PERHAPS THE SIMPLEST SOLUTION OF ALL IS TO SIMPLY ASK YOUR NEIGHBORS IF ANY OF YOUR BEHAVIORS, NOISE OR OTHERWISE, IS OFFENSIVE AND THEN TAKE REMEDIAL ACTION. THEY'LL BE APPRECIATIVE THAT YOU ASKED, AND YOU'LL FEEL PRETTY GOOD TO RECEIVE A BUNCH OF "NO'S"!

B. **THE HARD WAY.**
BY PROTOCOL, IF REPORTS ARE RECEIVED OF YOUR BREECHING ANY NOISE AND OTHER BEHAVIORAL PROSCRIPTIONS, YOU'LL FIRST RECEIVE A MANAGEMENT COMPANY LETTER REGARDING THE ISSUE(S) WITH A REQUEST TO CURE. IF THE ISSUES PERSIST, THINGS CAN QUICKLY ESCALATE ... LEADING TO THE RECEIPT OF A COSTLY ATTORNEY DEMAND LETTER AND BEYOND.

CONCLUSION

THE SIMPLE TRUTH IS THAT LIVING IN A CONDOMINIUM IS DIFFERENT FROM LIVING IN A SINGLE-FAMILY HOUSE. HOWEVER, IF WE CONSIDER OUR NEIGHBORS' DESIRE FOR QUIET ENJOYMENT WITH THE SAME INTENSITY THAT WE WISH FOR OURSELVES, THE ENTIRE COMMUNITY WILL THRIVE EVEN MORE.

NON-EXHAUSTIVE LIST OF NOISE & BEHAVIORS THAT MAY CAUSE A NUISANCE TO NEIGHBORS
(PRESENTED IN ALPHABETICAL ORDER)

- BALCONY CARE ("SWEEP-UP", NOT "SWEEP-OFF")
  SEE HEREIN: COMMON ELEMENT/ARTICLE-19/SECTION-1/INDIVIDUAL UNIT'S BALCONY CARE
- BOUNCING BALLS
- CONSTRUCTION WORK (BANGING/HAMMERING)
- DOG CONTUALLY BARKING AND/OR RUNNING
- DOOR BANGING
- DRAGGING STUFF AT ODD HOURS
- EXERCISE EQUIPMENT USAGE
- EXTRA-LOUD PATIO/BALCONY TALKING/MUSIC
- HEAVY-WALKING
- HOARDING → UNCLEANLINESS → VERMIN THAT MAY SPREAD TO OTHER UNITS
- LAUNDRY
- LOUD MUSIC
- STUFF CONTINUALLY BEING DROPPED
- VACUUMING
- WIND CHIME NOISE

IN DISPUTES BETWEEN NEIGHBORS REGARDING THE ABOVE NUISANCES AND EXCEPT FOR ANY TIME-CONSTRAINTS APPLIED BY THE SUPERSEDING 'FEDERAL/STATE/COUNTY/CITY/FLORIDA CONDOMINIUM ACT' ENTITIES, THE FOLLOWING LONG-STANDING COVENANT SHALL APPLY.

DECLARATION/ARTICLE-5/SECTION-5:NUISANCES

"NO UNIT SHALL BE USED IN ANY MANNER THAT UNREASONABLY INTERFERES WITH THE USE AND ENJOYMENT (QUIET ENJOYMENT) OF OTHER UNITS. FOR INSTANCE, UNIT OWNERS MUST CONTROL THE NOISES MADE IN THEIR UNITS SO THAT THEY CANNOT BE HEARD IN OTHER UNITS. UNIT OWNERS MUST MAINTAIN THE INTERIOR OF THEIR UNIT IN A CLEANLY MANNER SO AS TO AVOID ODORS OR VERMIN FROM PERMEATING ADJOINING UNITS OR THE COMMON ELEMENTS."

THE BEST BET IS TO USE YOUR PERSONAL DIPLOMACY AND SIMPLY ASK YOUR NEIGHBOR(S) IF THERE'S ANYTHING THAT YOU'RE DOING UNAWARES THAT'S CONTRAVENING THEIR QUIET ENJOYMENT. VERY OFTEN, A FRIENDLY EXCHANGE OF "REASONABLE PEOPLE ACTING REASONABLY" CAN HEAD-OFF WHAT COULD OTHERWISE ESCALATE INTO A LARGER ISSUE.

NOTE. THE FOLLOWING PAGE DISPLAYS ALL THE MODULE-LOCATIONS WHERE 'NOISE' IS DISCUSSED.

NOISE & BEHAVIORS AFFECTING OTHER UNITS
ALL MODULE-LOCATIONS WHERE NOISE IS DISCUSSED

NOISE: ALL THE LOCATIONS WHERE 'NOISE' IS DISCUSSED (GROUPED BY MODULE/ARTICLE/SECTION)			
NUISANCES	DECLARATION	5	5
NOISE	**COMMON ELEMENT**	5	1
CABANA PARTY RULES	**COMMON ELEMENT**	11	B2 B3
CABANA NOISE PROHIBITIONS	**COMMON ELEMENT**	2	2K8
NOISE & BEHAVIORS AFFECTING OTHER UNITS	**COMMON ELEMENT**	5	1
GUESTS	**COMMON ELEMENT**	6	1B
MOVING HOURS - NOISE	**COMMON ELEMENT**	10	1B3
NOISE ORDINANCES	OPERATIONALS-V	1	1

END OF ARTICLE-5

A. COMPLIANCE.

WITHOUT EXPRESS WRITTEN PERMISSION BY THE BOARD OF DIRECTORS IN ADVANCE, A NON-FAMILY PERSON MAY NOT OCCUPY A CONDO WITHOUT AT LEAST ONE APPROVED OCCUPANT BEING PRESENT DURING THE OCCUPANCY. THE REASON IS THAT SUCH AN OCCUPANCY FALLS INTO THE CATEGORY OF BEING A "DAILY RENTAL", WHICH OUR 'GOVERNING DOCUMENTS' DISALLOWS, AND SUCH A GUEST WOULD BE LABELED AS AN UNAPPROVED GUEST.

ALL APPROVED OCCUPANTS AND APPROVED & UNAPPROVED GUESTS (WHILE THEY ARE PRESENT) ARE REQUIRED TO COMPLY WITH ALL ASPECTS OF THE 'GOVERNING DOCUMENTS'.

MOREOVER, SHOULD SUCH A GUEST LEAVE THE PREMISES UNOCCUPIED

IN CASE OF DAMAGE TO THE COMMON ELEMENT, ASSOCIATION WILL DIRECT ANY LEGAL AND MONETARY RECOVERY EFFORTS OF SUCH DAMAGE TO THE OWNER AND ALL THOSE PERSONS AFFILIATED WITH THE UNIT WHO ARE RESPONSIBLE FOR SUCH DAMAGE.

SEE DECLARATION/ARTICLE-5/SECTIONS 2.1, 2.2 & 3:UNIT OCCUPANCY.

B. NOISE.

SINCE NOISE AND MUSIC READILY TRAVEL THROUGH THE WALLS AND FLOORS OF A UNIT, IF YOU HAVE A GATHERING AT YOUR UNIT, PLEASE BE CONSIDERATE OF THE SURROUNDING UNITS.

C. PARKING.

A GUEST SHALL ONLY PARK IN PUBLIC PARKING, UNLESS A RESIDENT GIVES UP THEIR COVERED SPACE TO ACCOMMODATE THE GUEST.

SEE: COMMON ELEMENT/ARTICLE-9/SECTIONS 1&2

END OF ARTICLE-6

ATTIC AND UNDERNEATH-STAIRCASE SPACES ARE PART OF THE COMMON ELEMENT AND MAY NOT BE ACCESSED FOR PERSONAL USE BY A UNIT OWNER.

END OF ARTICLE-7

A. **EACH LIMITED COMMON ELEMENT.**
THEY MUST REMAIN FREE OF MOLD, ALGAE, PLANT LITTER AND RESIDENTIAL TRASH.

B. **PLANTS & POTS.**
THEY ARE TO BE MAINTAINED BY UNIT RESIDENT(S) SO AS NOT TO CAUSE DAMAGE TO THE BELOW/ADJACENT STUCCO STRUCTURE. FAILURE TO DO SO MAY RESULT IN UNIT OWNER LIABILITY.

C. **TREES, PALMS AND SHRUBS.**
THEY ARE NOT PERMITTED TO BE PLANTED WITHIN THE LIMITED COMMON ELEMENT, EXCEPT IN POTS, BECAUSE SUCH PLANTS' ROOTS PLANTS CAN/WILL SEVERELY DAMAGE THE LIMITED COMMON ELEMENTS "FLOOR" AREA (PAVERS OR WOOD) AND/OR THE WALLS/FOOTINGS OF THE LIMITED COMMON ELEMENT.

D. **PLANTINGS/DECORATIVE ITEMS.**
ON THE LIMITED COMMON ELEMENT, THEY MUST BE EASILY MOVABLE, ALWAYS BE IN A MAINTAINED CONDITION AND ARE NOT TO HINDER/INTERFERE-WITH A BUILDING'S MAINTENANCE, INFRASTRUCTURE-SERVICING, UNIT-INGRESS/EGRESS OR PASSAGE OF PERSONS.

E. **OUTDOOR FLOOR COVERINGS.**
SUCH AS CARPETING, ON EITHER BALCONIES OR PATIOS IS NOT PERMITTED.

F. **PATIO PAVERS.**
PATIO PAVERS CANNOT BE PAINTED OR DISTURBED IN ANY WAY.

G. **PLANTINGS SIZE/SHAPE/LOCATION**
PLANTINGS ARE TO BE MAINTAINED AT AN APPROPRIATE AND NATURAL SIZE AND SHAPE AND ARE TO BE TRIMMED TO AT LEAST EIGHT (8) INCHES FROM BUILDING SURFACES IN ORDER TO PROMOTE AIR CIRCULATION AND REDUCE MOISTURE. CLIMBING VINING PLANTS ARE NOT PERMITTED ON THE BUILDINGS AND WALL SURFACES. IF VINES ARE CLIMBING ON THE STRUCTURAL SURFACES OF THE COMMON AND/OR LIMITED COMMON ELEMENT, THE ENTIRE VINE WILL BE REMOVED WITHOUT PRIOR NOTICE. BALCONY UNITS ARE PERMITTED TO HANG A MAXIMUM COMBINATION OF FIVE (5) PLANTER BOXES AND POTS - ALWAYS TO BE HUNG ON THE INSIDE OF THE RAILING THAT SURROUNDS THE BALCONY. THEY ARE NOT TO BE PERMANENTLY MOUNTED TO THE RAILING. ALL POTS AND PLANTER BOXES MUST BE PLACED ON DISHES WITH FEET TO ALLOW FOR WATER EVAPORATION AND MITIGATION AGAINST MOLD-BUILDUP.

H. **HANGINGS.**
1. NO ITEMS MAY BE HUNG ON OR FROM A UNIT'S EXTERIOR WALLS, INCLUDING ITS PATIO WALLS.
2. NO ITEMS MAY BE HUNG FROM A ROOF OR A GUTTER.

I. FURNISHINGS AND TOOLS.

NO FURNISHINGS OR TOOLS MAY BE KEPT OR STORED ON THE COMMON ELEMENT. "FURNISHINGS" INCLUDE, BUT ARE NOT LIMITED TO, BENCHES, TABLES, CHAIRS, STOOLS, GRILLS. "TOOLS" INCLUDE, BUT ARE NOT LIMITED TO, WHEELBARROWS, SHOVELS, GARDEN HOSES.

J. STORAGE.

A RESIDENT MAY NEATLY-STORE GARDENING EQUIPMENT, BAGGED SOILS AND EMPTY POTS ON THEIR UNIT'S LIMITED COMMON ELEMENT.

K. A/C COMPRESSOR.

THE A/C COMPRESSOR IS AN INTEGRAL PART OF THE UNIT THAT IT SERVICES. HOWEVER, SINCE IT IS LOCATED IN THE COMMON ELEMENT, ITS APPEARANCE MUST NOT DETRACT FROM THE BUILDING OR THE VALUE OF THE UNIT(S) OVERLOOKING THE A/C COMPOUND.

L. BIRD BATHS & BIRD FEEDERS.

UNIT RESIDENTS MAY REQUEST IN WRITING THE PLACEMENT OF A BIRD FEEDER IN THE COMMON ELEMENT SURROUNDING THEIR BUILDING – LIMITED TO 2 PER BUILDING. THE BOARD RESERVES THE RIGHT TO DEMAND REMOVAL OF ANY BIRD FEEDER IN ITS SOLE DISCRETION. YOU SHOULD KNOW THAT BIRD FEEDERS HAVE BEEN KNOWN TO ATTRACT RODENTS WHO CLIMB ON THE BUILDING AND JUMP ONTO BIRD FEEDERS TO ENGAGE IN FEEDING.

M. FLAGS.

UNIT OWNERS MAY DISPLAY ONE NOT-TO-EXCEED-4½-FEET-BY-6-FEET, PORTABLE, REMOVABLE UNITED STATES FLAG IN A RESPECTFUL MANNER ON ARMED FORCES DAY, MEMORIAL DAY, FLAG DAY, INDEPENDENCE DAY, AND VETERANS DAY.

N. DRYING.

NO CLOTHING, BEDDING, TOWELS, BLANKETS OR OTHER SIMILAR ITEMS SHALL BE DRIED OR AIRED IN *ANY* OUTDOOR AREA, WHETHER IT BE THE COMMON OR LIMITED COMMON ELEMENT.

O. SOLAR LIGHTS.

IT IS PERMITTED TO INSTALL A MAXIMUM NUMBER OF TWO SOLAR DECORATIVE GARDEN LIGHTS, ONE ON EACH SIDE OF A UNIT'S ENTRANCE. THEY ARE TO BE PLACED AS SO NOT TO INTERFERE WITH ROUTINE MAINTENANCE ON THE GROUNDS OR BUILDINGS.

P. EXTERIOR SECURITY LIGHTS.

ALL EXTERIOR SECURITY LIGHTS MUST BE HARD-WIRED INTO THE ELECTRICAL SYSTEM WITHIN THE UNIT BY A VERIFIED LICENSED ELECTRICIAN AND CANNOT BE INSTALLED USING AN EXTENSION CORD OR AN OUTSIDE ELECTRICAL OUTLET.

Q. DECORATIVE AND ORNAMENTAL LIGHTS.

DECORATIVE AND ORNAMENTAL LIGHTS ARE NOT PERMITTED ON OR WITHIN THE LIMITED COMMON ELEMENT. SUCH LIGHTS PRESENT A SAFETY AND FIRE HAZARD TO THE BUILDING AND ITS OCCUPANTS. THEY ARE NOT INSTALLED, NOR DO THEY MEET BUILDING CODES FOR EXTERIOR LIGHTING ON MULTI-UNIT DWELLINGS.

R. STATUES AND FIGURINES.

NO MORE THAN FOUR (4) STATUES/FIGURINES ARE PERMITTED ON THE STUCCO PATIO WALL OR BALCONY RAIL. THE ITEMS (STATUES AND FIGURINES) CAN BE NO TALLER THAN EIGHTEEN (18) INCHES AND ARE TO BE DISPLAYED IN SUCH A MANNER AS TO BE INCONSPICUOUS FROM A MODEST DISTANCE.

S. FOLLY FARMS PASSIVE ECOLOGICAL PARK.

FOLLY FARMS PARK IS A RARE AMENITY – TO SOME, OUR PREMIER AMENITY. PLEASE TREAT IT WITH GREAT RESPECT. WHEN ENTERING OR EXITING THE PARK THROUGH OUR PRIVATE ENTRANCE GATE, PLEASE MAKE CERTAIN THAT THE PARK GATE IS CLOSED AFTER PASSAGE THROUGH THE GATE ... DON'T PROP THE GATE OPEN TO ALLOW ACCESS BY UN-KEYED USERS. IF A LOS PRADOS RESIDENT OR GUEST THEREOF USES FOLLY FARMS PARK, ALL LOS PRADOS PET RULES APPLY, SUCH AS THOSE FOR LEASHING AND PICKUP. SEE: DECLARATION/ARTICLE-5/SECTION-4:PETS

END OF ARTICLE-8

MOTOR VEHICLES, PARKING & TRAFFIC RULES

ANY VEHICLE IN ANY CONDITION ON THE LOS PRADOS PROPERTY AND ANY PERSON ASSOCIATED WITH SUCH VEHICLE IS OBLIGATED TO ABIDE BY THE RULES GOVERNING VEHICLES AND VEHICLE-BEHAVIORS AS STATED BELOW AND IN COMMON ELEMENT/ARTICLE-9/SECTION-2:TOWING.

FOR ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT THE MANAGEMENT COMPANY.

A. **ASSIGNED PARKING.**
EACH UNIT HAS ONE ASSIGNED PARKING SPACE IN A COVERED PARKING SPACE. THAT SPACE IS SOLELY RESERVED FOR THAT UNIT, AND NO ONE IS PERMITTED TO PARK IN THAT SPOT WITHOUT EXPRESS WRITTEN PERMISSION BY ITS OWNER, WITH VIOLATORS TOWED AND LIABLE FOR THE COST OF THE TOWING.

B. **COVERED PARKING SPACE PARKING DAMAGE.**
ANY DAMAGE TO COVERED PARKING SPACE(S) BY A VEHICLE WILL BE THAT VEHICLE OWNER'S RESPONSIBILITY TO REPAIR AND/OR REPLACE SAID COVERED PARKING SPACE DAMAGE AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR ANY SUCH COVERED PARKING SPACE OR VEHICLE REPAIRS.

C. **COMMERCIAL VEHICLES.**
COMMERCIAL VEHICLES ARE NOT PERMITTED TO PARK ON THE PROPERTY, EXCEPT FOR CONTRACTED SERVICE VEHICLES. SUCH VEHICLES NOT PERMITTED TO PARK OR DRIVE ON THE LAWN WHILE PERFORMING SERVICES. THIS MEANS, MOVING VANS, CARPET CLEANERS, ETC. ARE NOT PERMITTED TO PULL UP TO THE UNITS. THEY MUST STAY ON THE ROAD. COMMERCIAL VEHICLES ARE FURTHER DEFINED AS ANY VEHICLE WHICH HAS EXTERIOR COMMERCIAL LETTERING, SIGNAGE OR OTHER ADVERTISING OR COMMERCIAL DISPLAYS AFFIXED THERETO OR TRUCKS THAT HAVE COMMERCIAL EQUIPMENT, INVENTORY OR APPARATUS VISIBLE FROM THE EXTERIOR OF THE VEHICLE.

D. **DRIVING DANGEROUSLY.**
NO VEHICLES SHALL BE OPERATED NEGLIGENTLY, CARELESSLY, RECKLESSLY OR OTHERWISE IN SUCH A WAY AS TO ENDANGER THE SAFETY OF PERSONS OR PROPERTY.

E. **GUEST PARKING.**
A GUEST SHALL ONLY PARK IN PUBLIC PARKING, UNLESS A RESIDENT GIVES UP THEIR COVERED PARKING SPACE TO ACCOMMODATE THE GUEST.
SEE: COMMON ELEMENT/ARTICLE-9/SECTION-2:TOWING

F. **FOR SALE SIGNS.**
NO 'FOR SALE' SIGNS SHALL BE PLACED ON ANY VEHICLES.

G. **INOPERABLE VEHICLES.**
INOPERABLE VEHICLES ARE NOT TO BE STORED OR PARKED ANYWHERE ON THE PROPERTY.

H. **KICKSTAND-SUPPORTED VEHICLES.**
ANY KICKSTAND SUPPORTED VEHICLE (E.G., A MOTOR SCOOTER, MOPED, BICYCLE) MUST HAVE A KICKSTAND PAD USED AT ALL TIMES WHEN THE VEHICLE IS PARKED TO PROTECT THE BLACKTOP UNDER SAID KICKSTAND. ANY DAMAGE CAUSED TO THE BLACKTOP FOR FAILURE TO USE A PROTECTION PAD SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID VEHICLE CAUSING THE DAMAGE.

I. **LAWN PARKING.**
NO PARKING IS PERMITTED ON ANY LAWN OR PLANTING AREAS.

J. **MOTORCYCLES.**
MOTORCYCLES MUST BE PROPERLY REGISTERED.

K. **PARKING BEHIND VEHICLES.**
NO PARKING IS PERMITTED BEHIND PARKED VEHICLES.

L. **PARKING IN ANOTHER UNIT OWNER'S COVERED PARKING SPACE.**
A PERSON MAY PARK IN ANOTHER UNIT OWNER'S COVERED PARKING SPACE ONLY WITH THE SPECIFIC WRITTEN PERMISSION OF THAT OWNER ON-FILE AT THE MANAGEMENT COMPANY.

M. **PARKING OVERNIGHT.**
WITHOUT SPECIFIC BOARD APPROVAL, ONLY PRIVATE PASSENGER VEHICLES ARE PERMITTED TO PARK OVERNIGHT ON THE PROPERTY.

N. **PARKING WITHIN THE LINES.**
PARKING IS PERMITTED ONLY IN DESIGNATED SPACES. NO PARKING IS PERMITTED OUTSIDE OF THE LINES OF THE PARKING SPACE OR WITHIN THE LINES BUT SO THAT THE VEHICLE EXTENDS OUT BEYOND THE ENDS OF THE PARKING LINES ON EITHER THE FRONT OR BACK END OF THE PARKING SPACE.

O. **RECREATIONAL VEHICLES OF ANY KIND** ARE NOT PERMITTED TO PARK ON THE PROPERTY.

P. **SPEED LIMIT.**
1. THE POSTED SPEED LIMIT ON THE PROPERTY IS 15MPH, NOT 25MPH ... BUT 15MPH.
2. REMEMBER, YOU MAY FAIL TO SEE A CROSSING-PEDESTRIAN OR VICE VERSA.
3. ANY SPEED OVER 15MPH CAUSING AN INJURY/FATALITY WILL CHANGE LIVES FOREVER.
4. DON'T BE IN A "BIG HURRY"!

Q. **STREET PARKING.**
NO PARKING IS PERMITTED ON THE STREET, EXCEPT WHILE ACTIVELY LOADING/UNLOADING THE VEHICLE - WITH "FLASHERS" ON DURING THAT TIME PERIOD.

R. **VEHICLE MAINTENANCE.**
VEHICLE MAINTENANCE IS NOT PERMITTED ON THE PROPERTY.

S. **VEHICLE SIGNAGE.**
A. ONLY COMMERCIAL VEHICLES MAY HAVE SIGNAGE.
B. HOWEVER, VEHICLES WITH SIGNAGE MAY NOT PARK ON THE PROPERTY OVERNIGHT.

T. VEHICLE MAINTENANCE.
VEHICLE MAINTENANCE IS NOT PERMITTED ON THE PROPERTY.

U. OPEN VEHICLES.
THE ASSOCIATION BEARS NO RESPONSIBILITY FOR DAMAGE TO VEHICLES NOT HAVING COMPLETELY CONTAINED INTERIORS. FOR EXAMPLE, IF A JEEP OWNER HAS NO PROTECTIVE 'SIDES' ON THEIR VEHICLE, THE JEEP OWNER IS RESPONSIBLE FOR ANY DAMAGE, INCLUDING BUT NOT LIMITED TO, ANY OCCUPYING FEEDING WILDLIFE, STRAY CATS, ETC.

V. VEHICLE STORAGE.
NO STORAGE OF VEHICLES ON THE PROPERTY IS PERMITTED, EXCEPT IN UNIT OWNER'S COVERED PARKING SPACE, WHERE SUCH PARKING IS SANCTIONED ONLY BY THE UNIT OWNER'S WRITTEN PERMISSION.

W. VEHICLE TAGS.
ONLY LAWFULLY TAGGED AND REGISTERED VEHICLES ARE PERMITTED TO BE PARKED ON THE PREMISES

X. VEHICLE WASHING/DETAILING.
ONLY RESIDENTS ARE ALLOWED TO WASH/DETAIL THEIR PERSONAL VEHICLES ON THE PROPERTY.

Y. YOUR CONTRACTOR-PARKING.
1. LOS PRADOS WILL MONITOR THE PARKING OF ITS CONTRACTED CONTRACTORS.
2. PERSONAL CONTRACTOR(S) OFTEN BELIEVE THAT THEY'RE WORKING AT A PRIVATE HOUSE, WHERE THEY TYPICALLY HAVE LOTS OF PARKING OPTIONS (WIDE STREETS, 1 OR 2 DRIVEWAYS, NO VEHICLE ACROSS THE STREET TRYING TO ENTER/EXIT COVERED PARKING SPACES, ETC.).
3. LOS PRADOS HAS NO SUCH ACCOMMODATIONS. LOS PRADOS' "CONTRACTOR-PARKING BEST PRACTICES" IS FOR YOUR CONTRACTOR IS TO UNLOAD THEIR TOOLS AT THE BEGINNING OF THEIR VISIT, PARK IN PUBLIC PARKING ALONG MCMULLEN BOOTH ROAD AND REVERSE THE OPERATION AT THE END OF THEIR VISIT.
4. PLEASE ENLIGHTEN THEM AS TO OUR LIMITED PARKING AND OUR "CONTRACTOR PARKING BEST PRACTICES".
5. WHEN YOU DISCUSS SUCH "CONTRACTOR PARKING BEST PRACTICES", BE PREPARED FOR A THOUSAND EXCUSES AS TO WHY IT'S A PROBLEM FOR HIM. IF A CONTRACTOR IS UNCOOPERATIVE WITH YOUR REQUEST (OR EVEN GETS ANGRY), IT MAY BE A GOOD INDICATOR OF WHAT'S IN STORE IN OTHER AREAS OF YOUR CONTRACTUAL ARRANGEMENTS/INTERACTIONS!

Z. NUMBER OF MOTORIZED AND NON-MOTORIZED VEHICLES OCCUPYING A PARKING SPACE.

NO COMBINATION OF MOTORIZED AND NON-MOTORIZED VEHICLES MAY:

1. OCCUPY A SINGLE PARKING SPACE IF SUCH A COMBINATION EXTENDS PAST THE SPACE'S IMPLICIT CONFINES IN ANY DIRECTION, INCLUDING THE ROADWAY BY WHICH A VEHICLE INGRESSES/EGRESSES THE SPACE ITSELF -OR-
2. BLOCK ACCESS TO A WALKWAY -OR-
3. BLOCK A PERSON FROM GETTING IN/OUT OF A VEHICLE THAT RESIDES IN AN ADJACENT PARKING SPACE.

MOTOR VEHICLES, PARKING & TRAFFIC
TOWING

THIS ARTICLE-9/SECTION-2 IS REFERENCED BY:

1. **DECLARATION/ARTICLE-5/SECTION-8:VEHICLES AND PARKING**
2. **COMMON ELEMENT/ARTICLE-9:MOTOR VEHICLES, PARKING & TRAFFIC**

A VEHICLE IN ANY CONDITION ON THE LOS PRADOS PROPERTY AND ANY PERSON ASSOCIATED WITH SUCH VEHICLE IS OBLIGATED TO ABIDE BY THE RULES GOVERNING VEHICLES AND VEHICLE-BEHAVIORS AS STATED BELOW AND IN **COMMON ELEMENT/ARTICLE-9/SECTION-2:TOWING**

FOR ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT THE MANAGEMENT COMPANY.

IT IS THE POLICY OF THE BOARD OF DIRECTORS TO ALLOW THE TOWING OF VEHICLES FOUND VIOLATING ASSOCIATION RULES BY A CONTRACTED TOWING AGENT, A.K.A. TOWING AGENT.

A. **"NO PARKING" SIGNS** ARE POSTED THROUGHOUT THE PROPERTY AND ARE CONSIDERED NOTIFICATION TO ANY DRIVER OF ASSOCIATION'S TOWING POLICY.

B. **NO TICKETS OR NOTIFICATIONS** OF A VIOLATION PRIOR TO TOWING WILL BE PRESENTED. LOS PRADOS TOWING PROGRAM CONSISTS OF DAILY UNANNOUNCED VISITS BY THE TOWING COMPANY/

C. **TOWING AGENT.** WITHOUT HAVING TO CONTACT ANY BOARD MEMBERS, THE TOWING AGENT, AS IDENTIFIED BY THE TOWING AGENT'S NAME POSTED AT THE FRONT AND BACK ENTRANCES, MAY PERFORM AN UNANNOUNCED TOWING OF ANY VEHICLES THAT VIOLATE ASSOCIATION'S PARKING & TRAFFIC RULES. TOWING AGENT IS ENTITLED TO TOW ALL VIOLATING VEHICLES AT THE VEHICLE OWNER'S EXPENSE.

D. **WHO MAY CALL FOR A TOW?** ANY MEMBER OF BOARD OF DIRECTORS MAY CONTACT THE CONTRACTED TOWING AGENT TO HAVE AN ILLEGAL VEHICLE TOWED. A UNIT OWNER WHO HAS AN UNAUTHORIZED VEHICLE IN THEIR COVERED PARKING SPACE MAY CONTACT THE TOWING AGENT DIRECTLY TO HAVE THE UNAUTHORIZED VEHICLE TOWED.

SEE: COMMON ELEMENT/ARTICLE-9/SECTION-1

THE ASSOCIATION OR ITS AGENT SHALL HAVE THE AUTHORITY TO TOW ANY VEHICLE OR VESSEL OR TRAILER FROM THE CONDOMINIUM AT THE SOLE COST OF THE VEHICLE OWNER, WITHOUT PRIOR NOTICE TO THE OWNER OF THE VEHICLE, FOR ANY VIOLATION OF THE ASSOCIATION'S PARKING RESTRICTIONS CONTAINED HEREIN OR IN THE ASSOCIATION'S RULES IN GENERAL, INCLUDING VEHICLES PARKED WITHIN A COMMON OR LIMITED COMMON ELEMENT PARKING SPACE.

NEITHER THE ASSOCIATION, NOR ANY OFFICER, DIRECTOR OR AGENT OF THE ASSOCIATION SHALL BE LIABLE TO ANY INDIVIDUAL FOR ANY CLAIM OF DAMAGES AS A RESULT OF THE TOWING.

THE FOLLOWING IS A NOT-NECESSARILY-COMPLETE LIST OF VIOLATIONS WHICH MAY JUSTIFY THE REMOVAL OF ANY VEHICLE FROM THE CONDOMINIUM BY WAY OF TOWING, WITH THE CAVEAT THAT THE TOWING OF A COMMERCIAL VEHICLE MUST BE APPROVED BY A BOARD MEMBER.

1. ANY VEHICLE NOT PARKED ON A HARD SURFACE SPECIFIED FOR VEHICULAR TRAFFIC;
2. A VEHICLE PARKED IN THE STREET AT ANY TIME WITHOUT FLASHING HAZARD LIGHTS ON;
3. A VEHICLE PARKED OVERNIGHT AT THE CONDOMINIUM WITH SIGNAGE ON SAID VEHICLE;
4. A DISABLED VEHICLE (MEANING ANY VEHICLE THAT CANNOT OPERATE ON ITS OWN POWER, HAS A FLAT TIRE, BROKEN WINDOW, SUBSTANTIAL BODY DAMAGE, EXPIRED STATE REGISTRATION, NO VISIBLE TAG OR IS OTHERWISE NOT FIT TO BE LAWFULLY DRIVEN ON THE ROADWAYS OF THE STATE OF FLORIDA);
5. A VEHICLE THAT IS "BROKEN-DOWN" WITHOUT EVIDENCE OF AN ACTIVE ATTEMPT AT REMOVAL;
6. A VEHICLE THAT APPEARS TO BE ABANDONED AFTER ALL DUE-DILIGENCE IS MADE TO IDENTIFY IT;
7. A VEHICLE BLOCKING ANOTHER UNIT OWNER'S SAFE INGRESS/EGRESS FROM HIS OR HER UNIT OR COMMON ELEMENT SIDEWALK, WALKWAY, ENTRANCE OR EXIT;
8. A VEHICLE PARKED IN FRONT OF AND/OR BLOCKING A DUMPSTER;
9. A VEHICLE PARKED IN A COVERED PARKING SPACE WITHOUT WRITTEN OWNER-APPROVAL;
10. A VEHICLE BLOCKING A ROAD.

SEE: OPERATIONALS-V/ARTICLE-9/SECTION-3:
ALL MODULE-LOCATIONS WHERE MOTOR VEHICLES/PARKING/TRAFFIC/TOWING/ETC. ARE DISCUSSED

SEE: OPERATIONALS-V/ARTICLE-2/SECTION-1: TOWING RATES

MOTOR VEHICLES/PARKING/TRAFFIC/TOWING/ETC.

ALL MODULE-LOCATIONS WHERE THE ABOVE TOPICS ARE DISCUSSED

DISCUSSION	MODULE	ART	SECTION
A VEHICLE IN ANY CONDITION ON THE LOS PRADOS PROPERTY AND ANY PERSON ASSOCIATED WITH SUCH VEHICLE IS OBLIGATED TO ABIDE BY THE RULES GOVERNING VEHICLES AND VEHICLE-BEHAVIORS.	DECLARATION	5	8
MOTOR VEHICLES, PARKING, TRAFFIC & TOWING	**COMMON ELEMENT**	9	1 & 2
CABANA PARTY PARTICIPANTS	**COMMON ELEMENT**	11	1C
GUESTS	**COMMON ELEMENT**	6	1C
MOVING, DELIVERY TURCKS & PODS	**COMMON ELEMENT**	10	1
CONTRACTORS	**COMMON ELEMENT**	9	1Y
ADDITIONAL DISCUSSION FOR CONTRACTORS	OPERATIONALS-T	5	1

END OF ARTICLE-9

MOVING & DELIVERY TRUCKS AND PODS

A. AFTER A MOVING OR DELIVERY EVENT.

ONCE COMMERCIAL TRUCKS AND VANS ARE UNLOADED, THEY'RE TO BE REMOVED FROM THE PROPERTY. COMMERCIAL TRUCKS AND VANS ARE NOT PERMITTED TO PARK ON THE PROPERTY. IF PERSONAL CARS ARE USED, ONCE THEY ARE LOADED/UNLOADED, THEY'RE TO BE MOVED TO DESIGNATED PARKING.

B. MOVING HOURS.

4. FOR OBVIOUS SAFETY REASONS, A HOUSEHOLD-MOVING EVENT IS PERMITTED ONLY DURING DAYLIGHT HOURS.
5. HOWEVER, SUCH A TIME-OF-DAY RESTRICTION DOES NOT APPLY TO DELIVERY TRUCKS (PACKAGES, FOOD, ETC.).
6. IN ALL CASES, THE NOISE ORDINANCE AND NEIGHBORLY CONSIDERATIONS APPLY. FOR EXAMPLE, IF THERE'S EVEN THE SLIGHTEST CHANCE THAT A FRIEND AND HIS BUDDIES WOULD WANT TO DELIVER SOMETHING TO YOU AT MIDNIGHT AND THEN TURN THE EVENT INTO A STREET PARTY, WHY NOT SEND THEM THIS MOVING/DELIVERY SECTION BEFOREHAND.

SEE: OPERATIONALS-V/ARTICLE-1:NOISE ORDINANCES

C. STAGING OF MATERIALS TO BE MOVED.

COMMON AREA MAY NOT BE USED AS A "STAGING AREA" FOR MATERIALS TO BE MOVED - THEY MUST INSTEAD BE MOVED DIRECTLY FROM THE RESIDENCE TO THE MOVING TRANSPORT-VEHICLE.

D. MOVING MATERIALS.

REGARDING ALL THE RULES HAVING TO DO WITH DUMPSTER USAGE DURING A MOVING EVENT:

SEE: COMMON ELEMENT/ARTICLE-17:TRASH & DUMPSTERS

E. NO BLOCKING OF ACCESS.

A MOVING TRUCK, DELIVERY TRUCK OR MOVING POD SHALL AT NO TIME BE PARKED ON ANY PLANTED AREAS, BLOCK ROADS, PARKED CARS, ACCESS TO COVERED PARKING SPACES, SIDEWALKS, ETC. IN PARTICULAR, MOVING PODS SHALL BE PLACED ALONG MCMULLEN BOOTH ROAD ONLY IN ITS CAPACITY AS PUBIC PARKING AND WITH PRIOR WRITTEN PERMISSION FROM THE BOARD OF DIRECTORS AS TO ALLOWABLE POD SIZE AND SPECIFIC LOCATION.

F. WHERE MOVING OR DELIVERY TRUCKS MAY PARK.

ALL TRUCKS AND ASSISTING VEHICLES ARE TO BE PARKED ON THE ROAD OR IN THE DESIGNATED PARKING AREA AND BE READY TO MOVE IF NECESSARY.

SEE: COMMON ELEMENT/ARTICLE-9/MOTOR VEHICLES, PARKING & TRAFFIC RULES/ALL SECTIONS

FAILURE TO FOLLOW ANY OF THE ABOVE RULES MAY RESULT IN TOWING, A 'NOTICE OF VIOLATION' BEING SENT AND/OR CORRECTIVE ACTION(S) BEING TAKEN BY ASSOCIATION. UNIT OWNERS ARE LEGALLY AND FINANCIALLY LIABLE FOR DAMAGES AND/OR CORRECTIVE ACTION(S) TAKEN BY THE ASSOCIATION DURING A MOVING OR DELIVERY EVENT.

END OF ARTICLE-10

PARTIES AT THE CABANA

PLEASE BEGIN BY REVIEWING COMMON ELEMENT/ARTICLE-2:CABANA RULES

A. CABANA PARTY APPLICATION.

ANYONE HAVING A PARTY AT THE CABANA WITH EIGHT OR MORE GUESTS REQUIRES A PARTY APPLICATION AND A DEPOSIT MADE OUT TO LOS PRADOS CONDOMINIUM ASSOCIATION, INC. AND SUBMITTED TO MANAGEMENT COMPANY AT LEAST SEVEN (7) DAYS IN ADVANCE OF THE PARTY'S DATE. **SEE: OPERATIONALS-V/ARTICLE-5/SECTION-1:CABANA PARTY APPLICATION FEE**

B. CABANA PARTY RULES:

1. PARTY CANNOT RESTRICT/HINDER RESIDENT OR GUEST ACCESS TO ANY CABANA FACILITIES.
2. NOISE AND ACTIVITIES FROM PARTY CANNOT DISRUPT/DISTURB THE SURROUNDING UNITS.
3. PARTY MUST COMPLY WITH THE SAFETY HARBOR NOISE ORDINANCES.
   SEE: OPERATIONALS-V/ARTICLE-1:NOISE ORDINANCES
4. A PARTY MUST END AT A "CUTOFF TIME".
5. THE RESIDENT IS RESPONSIBLE TO ENSURE THAT THE ENTIRE CABANA FACILITIES ARE LEFT CLEAN AND IN GOOD ORDER.
6. NO FOOD OR DRINK ELSEWHERE, EXCEPT IN THE KITCHEN AREA AND AT THE PROVIDED SURROUNDING TABLES.
7. NO GLASS OBJECTS ARE ALLOWED ANYWHERE WITHIN THE CONFINES OF THE CABANA BUILDING'S SURROUNDING FENCE.
8. UNIT OWNER IS FINANCIALLY AND LEGALLY LIABLE FOR ANY AND ALL DAMAGES TO THE CABANA FACILITIES.
9. AFTER PARTY'S END, THE PARTY ORGANIZERS ARE EXPECTED TO CLEAN-UP AND LEAVE EVERYTHING IN GOOD OPERATING ORDER.
10. FAILURE OF ANY ATTENDEES TO COMPLY WITH 'CABANA PARTY RULES' WILL RESULT IN CABANA-EVICTION AND DEPOSIT-FORFEITURE.

C. PARKING.

GUESTS SHALL ONLY PARK IN PUBLIC PARKING, UNLESS A RESIDENT GIVES UP THEIR COVERED-SPACE TO ACCOMMODATE THE GUEST. NEVERTHELESS, A GUEST MUST ABIDE BY ALL THE RULES GOVERNING ASSOCIATION PARKING.

SEE: COMMON ELEMENT/ARTICLE-9/SECTION-1:MOTOR VEHICLES, PARKING & TRAFFIC RULES AND SEE: COMMON ELEMENT/ARTICLE-9/SECTION-2:TOWING

END OF ARTICLE-11

RECREATIONAL RULES

A. **LIABILITY.** RESIDENTS ARE FULLY-LIABLE FOR THE ACTIONS OF THEIR CHILDREN AND MINOR GUESTS WHILE ON THE COMMON ELEMENT.

B. **NO PERSONS SHALL RIDE** BIKES, SKATEBOARDS OR SKATES (INLINE OR OTHERWISE) OR OTHER LIKE-MEANS OF PERSONAL TRANSPORT ON ANY LOS PRADOS SIDEWALKS. MANUAL OR MOTORIZED WHEELCHAIRS AND/OR WALKERS ARE PERMISSIBLE.

C. **NO DRINKING OR DRUG USE** IS PERMITTED ON THE COMMON ELEMENT.

D. **NO LOITERING (HANGING-OUT) IS PERMITTED** ON THE COMMON ELEMENT, INCLUDING IN COVERED PARKING SPACES AND VISITOR PARKING.

END OF ARTICLE-12

UNLESS SPECIFICALLY STATED AS "UNIT OWNER", OWNER SHALL ALSO REFER TO OCCUPANTS, RESIDENTS, TENANTS, ETC.

'FLORIDA STATUTE 718 CITATIONS REGARDING OWNER RESPONSIBILITY'

A. 718.111(11)(J)(1)

I. A UNIT OWNER IS RESPONSIBLE FOR THE COSTS OF REPAIR OR REPLACEMENT OF ANY PORTION OF THE CONDOMINIUM PROPERTY NOT PAID BY INSURANCE PROCEEDS IF SUCH DAMAGE IS CAUSED BY INTENTIONAL CONDUCT, NEGLIGENCE, OR FAILURE TO COMPLY WITH THE TERMS OF THE DECLARATION OR THE RULES OF THE ASSOCIATION BY A UNIT OWNER, THE MEMBERS OF HIS OR HER FAMILY, UNIT OCCUPANTS, TENANTS, GUESTS, OR INVITEES, WITHOUT COMPROMISE OF THE SUBROGATION RIGHTS OF THE INSURER.

B. 718.111(11)(G)(2)

I. UNIT OWNERS ARE RESPONSIBLE FOR THE COST OF RECONSTRUCTION OF ANY PORTIONS OF THE CONDOMINIUM PROPERTY FOR WHICH THE UNIT OWNER IS REQUIRED TO CARRY PROPERTY INSURANCE, OR FOR WHICH THE UNIT OWNER IS RESPONSIBLE UNDER PARAGRAPH (J), AND THE COST OF ANY SUCH RECONSTRUCTION WORK UNDERTAKEN BY THE ASSOCIATION IS CHARGEABLE TO THE UNIT OWNER AND ENFORCEABLE AS AN ASSESSMENT AND MAY BE COLLECTED IN THE MANNER PROVIDED FOR THE COLLECTION OF ASSESSMENTS PURSUANT TO S. 718.116.

UNIT OWNERS ARE RESPONSIBLE FOR THE MAINTENANCE OF THE FOLLOWING:

A. AIR-CONDITIONING.

UNIT OWNERS ARE RESPONSIBLE FOR THE MAINTENANCE AND UPKEEP OF THEIR A/C UNITS. THIS INCLUDES, BUT IS NOT LIMITED TO, DUCTS, AIR EXCHANGERS, FILTERS, COMPRESSORS, ELECTRICAL CONNECTIONS, ELECTRICAL LINES TO AND FROM THE AIR EXCHANGER AND COMPRESSOR AND COOLANT LINES RUNNING TO AND FROM THE AIR EXCHANGER AND COMPRESSOR AND THE DRIP LINE.

B. ELECTRICAL WIRING.

UNIT OWNERS ARE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL ELECTRICAL WIRING THAT SERVICES THEIR UNIT. IF YOU CAN TURN THE POWER ON AND OFF FROM THE OUTSIDE METER, IT IS YOURS TO MAINTAIN.

DON'T RISK A TRAGEDY BY BEING PENNY WISE & DOLLAR FOOLISH ... USE LICENSED ELECTRICIANS!

SEE: DECLARATION/APPENDIX-4/SECTION-1:LG/PR "LEGAL" DOCUMENTS ENFORCEMENT HIERARCHY

SEE: 'STATUTE 718, REGARDING OWNER RESPONSIBILITY' AT THE TOP OF THIS PAGE.

C. ENTRANCE DOOR AND EXTERIOR CLOSET DOORS ASSEMBLIES.

UNIT OWNERS ARE RESPONSIBLE FOR THE MAINTENANCE OF THEIR FRONT AND EXTERIOR CLOSET DOORS, INCLUDING, BUT NOT LIMITED TO, REPLACEMENT ACCORDING TO ASSOC. STANDARDS.

SEE: OPERATIONALS-N/ARTICLE-12/SECTION-1:REPAIRING/REPLACING EXTERIOR DOORS ...

D. LEAKS AND/OR WATER INTRUSION MAY CAUSE:

1. DAMAGE TO YOUR UNIT.
2. DAMAGE TO AN ADJACENT UNIT OR UNITS.
3. DAMAGE TO THE COMMON ELEMENT.
4. INCREASED WATER-CONSUMPTION COSTS FOR THE BUILDING (I.E. RUNNING TOILETS, LEAKING FAUCETS, ETC.).
5. MOLD & MILDEW GENERATION (SEE: COMMON ELEMENT/ARTICLE-13/SECTION-1E:MOLD & MILDEW)

WHAT EVERY OWNER NEEDS TO KNOW & DO REGARDING LEAKS AND/OR WATER-INTRUSION:

PLEASE FAMILIARIZE YOURSELF WITH THE 'FLORIDA STATUTE 718 CITATIONS REGARDING OWNER RESPONSIBILITY' AT THE TOP OF THE PREVIOUS PAGE.

- A UNIT OWNER MUST ALWAYS MAINTAIN THEIR UNIT'S 'COMPONENTS/FIXTURES-HAVING-TO-DO-WITH-WATER' IN A STATE OF GOOD WORKING ORDER. ANY INCREASED WATER/SEWER CONSUMPTION COSTS DUE TO INTERNAL LEAKS (DRIPPING FAUCETS, RUNNING TOILETS, ETC.) ARE DIRECTLY BILLABLE TO THE UNIT OWNER.

- AS PER THE FLORIDA CONDOMINIUM ACT, IF THERE'S A LEAK FROM A SOURCE THAT'S EXTERNAL TO THE UNIT'S 'ENVELOPE' **(DEFINED IN X-REFERENCES MODULE),** SUCH AS BUT LIMITED TO: **(1)** FROM A ROOF LEAK OR **(2)** FROM A LEAK IN THE SINGLE MAIN WATER LINE THAT FEEDS EACH ONE OF A BUILDING'S 8-UNITS AND CANNOT BE TURNED OFF IN AN INDIVIDUAL UNIT, THE ASSOCIATION SHALL FIX THE SOURCE OF THE LEAK, REMEDIATE ANY MOLD, REPLACE ANY DAMAGED SHEETROCK ASSOCIATED WITH THE LEAK AND REMEDIATE ANY AFFECTED COMMON AREAS.

  HOWEVER, THE FAILURE TO REPORT SUCH A LEAK IN A TIMELY-MANNER IS VIEWED AS NEGLIGENCE. THEREFORE, WHETHER THE UNIT IS OCCUPIED OR UNOCCUPIED, IF SUCH A LEAK IS NOT REPORTED IN A TIMELY-MANNER, THE ASSOCIATION'S FINANCIAL OBLIGATION ONLY EXTENDS TO THE ABSORPTION OF COSTS THAT WOULD HAVE ~~ENGENDERED~~ **BEEN INCURRED** HAD THERE BEEN A TIMELY REPORTING OF THE LEAK. THE ADDITIONAL COSTS WILL BE ASSESSED TO THE OWNER(S) OF THE UNIT IN QUESTION.

- FOR AN UNOCCUPIED UNIT, THE ONLY WAY TO ENSURE THE TIMELY-REPORTING OF ANY LEAKS WHOSE SOURCE IS EXTERNAL TO THE UNIT'S ENVELOPE IS IF THE UNIT IS BEING REGULARLY/VERIFIABLY-CHECKED, MEANING THAT JUST SAYING IT'S BEING CHECKED IS INSUFFICIENT. THEN IF A MISHAP DOES OCCUR WITHIN THE (MAXIMUM OF A ONE-WEEK) TIME-GAP *BETWEEN* TWO CHECKING-VISITS, AT LEAST THE UNIT OWNER WILL HAVE MADE A DEMONSTRABLE EFFORT AT COMPLIANCE ...

  SEE: OPERATIONALS-R/ARTICLE-10/SCTN-1:TRUST-BUT-VERIFY VACANT-UNIT CHECKING POLICY'

THERE ARE 2 VALVES AT THE WATER HEATER IN EACH UNIT'S UTILITY ROOM.

VALVE-1: CONTROLS THE PIPE THAT COMES OUT OF THE WALL, BY WHICH THE OWNER CONTROLS THE COLD-WATER ENTERING THEIR UNIT FROM THE SINGLE "MAIN LINE" SERVICING ALL 8 UNITS IN THE BUILDING AND METERED BY SAFETY HARBOR.

VALVE-2: CONTROLS THE WATER LEADING FROM THE VALVE-1 INTAKE TO THE WATER HEATER. THE UNIT'S FIXTURES GET THEIR COLD WATER FROM THE UNIT'S COLD-WATER INTAKE AND THEIR HOT WATER FROM THE WATER HEATER.

1. WHETHER A UNIT IS OCCUPIED OR VACANT, THE FOLLOWING MUST BE CORRECTED OR REPORTED:

A. FAILED/FAILING/FROZEN/LEAKING/NON-RUNNING/THAWING: A/C-COMPRESSOR, AIR-HANDLER. DRIPPING/RUNNING: FAUCET(S), ICE-MAKER, TOILET(S), VALVES, WATER HEATER.

B. MAIN WATER-LINE THAT SERVICES THE BUILDING IS LEAKING WITHIN THE UNIT'S CONFINES.

C. POWER FOR A/C MUST BE ON TO PREVENT MOLD – ELECTRICITY-BLIP CAN SOMETIMES KILLS POWER.

D. NO WATER PRESSURE.

E. WATER INTRUSION FROM ONE OR MORE ROOF LEAKS, CLOGGED GUTTERS/DOWNSPOUTS.

2. IF A UNIT SHALL BE VACANT FOR MORE THAN 48 HOURS, AN OWNER SHALL:

A. SHUT OFF THE WATER VALVE THAT SUPPLIES WATER TO THE UNIT.

B. ENSURE THAT THE UNIT IS VERIFIABLY-CHECKED AT LEAST ONCE PER WEEK DURING THE VACANCY.

C. ENSURE THAT ANY LEAKS/MOLD/MILDEW FROM ANY SOURCE(S) **ARE IMMEDIATELY REPORTED.**

FOR WHATEVER REASONS, IF A UNIT OWNER CHOOSES TO GAMBLE AND NOT ABIDE BY THE ABOVE PRECAUTIONS, SAME SHALL BE CONSIDERED NEGLIGENCE PER SE, AND THE **UNIT OWNER** SHALL BE HELD RESPONSIBLE FOR ALL ASSESSED COSTS FROM SUCH UNATTENDED AND/OR UNREPORTED LEAKS OR MOLD, INCLUDING ANY DAMAGE TO THE COMMON ELEMENTS AND/OR OTHER AFFECTED UNITS.

E. MOLD AND MILDEW.

AIR CONDITIONER.

THE AIR CONDITIONING UNIT SHALL REMAIN ON WHEN THE UNIT IS VACANT AND SHALL BE SET AT A MINIMUM OF EIGHTY DEGREES (80º) IN ORDER TO CIRCULATE AIR AND REMOVE AND/OR REDUCE MOISTURE. WITH PROPER VENTILATION AND THE USE OF YOUR AIR-CONDITIONER, MOLD AND MILDEW CAN BE BETTER-CONTROLLED.

HOWEVER, IF EITHER MOLD AND/OR MILDEW DEVELOP(S), ASSOCIATION SUGGESTS YOU TAKE THE FOLLOWING STEPS:

WATER LEAKS FROM ANY SOURCE.

IF THERE IS A WATER LEAK, IMMEDIATELY REPORT IT TO MANAGEMENT COMPANY. ESPECIALLY ROOFS OR PIPES - ARE ALWAYS CONSIDERED AN EMERGENCY BY ASSOCIATION AND MANAGEMENT COMPANY AND MUST BE REPORTED TO MANAGEMENT COMPANY IMMEDIATELY AT ANY TIME OF DAY OR NIGHT, SEVEN-DAYS A WEEK. IF YOU CALL AFTER HOURS, A SERVICE PERSON WILL TAKE YOUR INFORMATION AND PASS IT ON TO THE 'ON-CALL MANAGER'.

TO BE FURTHER INSTRUCTED DURING MANAGEMENT CO. CONTACT, PROVIDE THE FOLLOWING:

1. ASSOCIATION NAME.
2. UNIT'S STREET ADDRESS WITH BUILDING/UNIT NUMBER.
3. AS THE PERSON MAKING THE CONTACT, YOUR NAME AND TELEPHONE #.
4. THE TELEPHONE # WHERE THE UNIT OWNER CAN BE REACHED.
5. LEAK-TYPE: ROOF LEAK, PIPE LEAK, LEAK FROM SECOND FLOOR, ETC.
   LEAK-LOCATION: WHICH ROOM, HALL OR CLOSET THE WATER IS ENTERING.
   LEAK-SOURCE: THE CEILING, WALL, OR FLOOR (IF FROM THE CEILING, TAKE A SCREWDRIVER AND PUNCH A HOLE THROUGH THE SPOT FROM WHICH THE WATER IS DRIPPING AND CATCH THE WATER IN A BUCKET – THEREBY POSSIBLY MINIMIZING ANY DAMAGE.

AFTER THE WATER LEAK HAS BEEN CURED, CONSULT AN EXPERT AS TO ANY REQUIRED REMEDIATION. ONE PROCEDURE HOWEVER THAT HAS WORKED WELL IN THE PAST:

1. TREAT AFFECTED AREAS WITH A BLEACH SOLUTION OVER SEVERAL WEEKS.
2. BETWEEN TREATMENTS, APPLY GOOD VENTILATION TO ALLOW THE AREAS TO FULLY-DRY.
3. AFTER TREATMENTS ARE COMPLETED, APPLY A SEALER SUCH AS "DAMP-RID" OR "KILZ" TO THE AFFECTED AREAS, FOLLOWED BY AN APPLICATION OF HIGH-QUALITY PAINT.

WARNING. IF YOU CONTACT A SERVICE TO **(1)** LOCATE AN ACTIVE LEAK OR **(2)** INVESTIGATE A SUSPECTED LEAK ***WITHOUT*** PRIOR NOTIFICATION AND/OR APPROVAL FROM BOTH THE MANAGEMENT COMPANY AND THE ASSOCIATION (THROUGH THE MANAGEMENT COMPANY), YOU MAY BE HELD RESPONSIBLE FOR ANY ENSUING LIABILITY.

FURTHER, AN OWNER'S FAILURE TO ABIDE BY THE PROSCRIPTIONS STATED IN "SECTION-13D" AND "SECTION-13E" ABOVE SHALL OBLIGATE THE OWNER FOR EXPENSES INCURRED BY THE ASSOCIATION AS A RESULT OF SUCH LEAK(S), INCLUDING BUT NOT LIMITED TO REPAIRS, CHARGES ARISING FROM NOT TIMELY-REPORTING LEAK(S), INCREASED WATER BILLING CHARGES, LEAK DETECTION AND REMEDIATION CHARGES, ETC., WHERE SUCH CHARGES MAY BE ASSESSED AGAINST THE OWNER AND COLLECTED IN THE SAME MANNER SET FORTH IN ARTICLE-4 OF THE DECLARATION.

F. **PERSONAL PROPERTY.**

1. BECAUSE OF CIRCUMSTANCES, SUCH AS PREDICTED SEVERE WEATHER, BOARD OF DIRECTORS MAY REQUEST THAT A RESIDENT MOVE PERSONAL ITEMS FROM A LOCATION IN ORDER TO PROTECT ASSOCIATION PROPERTY. FAILURE OR REFUSAL OF A RESIDENT TO REMOVE SUCH PERSONAL ITEMS MAY RESULT IN BOARD OF DIRECTORS HAVING TO UNILATERALLY REMOVE THE ITEMS. ASSOCIATION WILL NOT BE RESPONSIBLE IN ANY WAY FOR SUCH ITEMS. RATHER IT WILL BE THE RESIDENT'S RESPONSIBILITY TO RETRIEVE SUCH ITEMS AT THEIR OWN EXPENSE.
2. BY RESIDENTS PLACING PERSONAL ITEMS ON ANY COMMON OR LIMITED COMMON ELEMENT, THEY ARE ASSUMING ALL RESPONSIBILITY FOR ANY AND ALL DAMAGE TO NEIGHBORING UNITS AND THE COMMON OR LIMITED COMMON ELEMENT.
3. REGARDLESS OF CIRCUMSTANCE, IT IS ALWAYS THE UNIT OWNER THAT BEARS ULTIMATE RESPONSIBILITY FOR ANY ACTIVE OR PASSIVE DAMAGING-ACTIVITIES ON OR TO THE PROPERTY BY THEIR TENANT, GUEST AND/OR VISITOR. THE CIRCUMSTANCE OUTLINED IN (1) ABOVE IS AN EXAMPLE OF A *PASSIVE* DAMAGING-ACTIVITY -- IN OTHER WORDS OF REFUSAL TO DO SOMETHING PREVENTIVE THAT WINDS UP CAUSING DAMAGE.
4. THE ASSOCIATION IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONAL ITEMS AND/OR NEIGHBORING UNITS CAUSED BY PERSONAL ITEMS LEFT ON THE COMMON OR LIMITED COMMON ELEMENT.

SEE: COMMON ELEMENT/ARTICLE-13/SECTION-1M:HURRICANE SHUTTERS

G. **REPLACEMENT-WINDOW STANDARDS.**

REPLACEMENT WINDOWS ARE TO BE DONE BY LICENSED CONTRACTORS AND ALL NECESSARY PERMITS ARE REQUIRED. THE WINDOWS MUST MEET ALL LOCAL AND STATE BUILDING CODES AND MUST CONFORM TO ASSOCIATION'S STANDARD IN REGARD TO COLOR AND LAYOUT.

H. **SCREEN DOOR STYLE/COLOR STANDARDS.**

SCREEN DOORS MAY BE INSTALLED IN THE UNIT ENTRANCE AFTER APPLYING AND RECEIVING WRITTEN PERMISSION FROM BOARD OF DIRECTORS. THE ONLY TWO COLORS PERMITTED ARE THE DARK BRONZE THAT MATCHES THE WINDOWS OR A BEIGE COLOR THAT MATCHES THE EXTERIOR STUCCO BODY OF THE BUILDING.

I. **SECURITY DOORS.**

NO EXTERIOR SECURITY MESH SCREEN OR BARRED SECURITY DOORS ARE PERMITTED.

J. **WINDOWS.**

UNIT OWNERS ARE RESPONSIBLE FOR THE MAINTENANCE OF THEIR WINDOWS, INCLUDING, BUT NOT LIMITED TO, CAULKING AND REPLACEMENT TO ASSOCIATION STANDARDS.

K. **WINDOW-COLOR STANDARDS.**

WINDOW FRAMES ARE TO BE DARK BRONZE, SO THEY MATCH THE OUTSIDE FRAMING.

L. WINDOW TREATMENTS.

ASSOCIATION STANDARD IS THAT WINDOW TREATMENTS, INCLUDING INTERIOR SHUTTERS, WHEN VIEWED FROM THE EXTERIOR, ARE TO BE WHITE, OFF-WHITE, LIGHT BEIGE, OR BONE IN COLOR. LIGHT SHEERS THAT CONFORM TO THE ABOVE ASSOCIATION STANDARDS, MAY BE HUNG IN FRONT OF COLORED DRAPERIES SUCH THAT ASSOCIATION STANDARD IS PRESENTED TO THE EXTERIOR VIEWER. MIRRORED WINDOW FILMS ARE NOT PERMITTED.

M. HURRICANE SHUTTERS.

ANY HURRICANE SHUTTERS OR OTHER PROTECTIVE DEVICES VISIBLE FROM OUTSIDE A UNIT SHALL BE OF A TYPE AS APPROVED IN WRITING BY THE BOARD OF DIRECTORS UNLESS OTHERWISE INSTALLED BY THE DEVELOPER AS INCLUDED WITH THE PURCHASE OF THE HOME. PANEL, ACCORDION AND ROLL-UP STYLE HURRICANE SHUTTERS MAY NOT BE LEFT CLOSED DURING HURRICANE SEASON. ANY SUCH APPROVED HURRICANE SHUTTERS MAY BE INSTALLED OR UTILIZED UP TO SEVENTY-TWO (72) HOURS PRIOR TO THE EXPECTED ARRIVAL OF A HURRICANE AND MUST BE REMOVED WITHIN SEVENTY-TWO (72) HOURS AFTER THE END OF A HURRICANE WATCH OR WARNING OR AS THE BOARD MAY DETERMINE OTHERWISE. EXCEPT AS THE BOARD MAY OTHERWISE DECIDE, SHUTTERS MAY NOT BE CLOSED AT ANY TIME OTHER THAN A STORM EVENT.

SEE: COMMON ELEMENT/ARTICLE-13/SECTION-1F:PERSONAL PROPERTY

END OF ARTICLE-13

ARTICLE-14 SECTION-1	SECURITY	PAGE-1/3 OF 1

THE ASSOCIATION ENCOURAGES ALL RESIDENTS TO BE MINDFUL OF THEIR SURROUNDINGS. PLEASE BE A RESPONSIBLE RESIDENT AND RESPECTFUL OF YOUR NEIGHBORS. THE ASSOCIATION CANNOT ENSURE THE ABSOLUTE SECURITY OF ITS RESIDENTS. THEREFORE:

A. ALWAYS BE MINDFUL OF YOUR SURROUNDINGS.
B. CONSIDER TURNING ON YOUR EXTERIOR 'STAIR, DOOR AND/OR PATIO' LIGHT AT NIGHT.
C. EXCHANGE PHONE NUMBERS / E-MAILS WITH YOUR NEIGHBORS.
D. REPORT ANYTHING YOU CONSIDER TO BE OF AN OUT-OF-THE-ORDINARY OR EMERGENCY NATURE, SUCH AS, BUT NOT LIMITED TO, STRANGERS LOITERING ON THE GROUNDS (I.E. AROUND PARKED CARS OR LURKING IN THE SHADOWS), STRANGERS USING OUR DUMPSTERS FOR DISPOSAL OR 'DUMPSTER-DIVING', BREAK-INS, CAR THEFTS, FIRES, MEDICAL EMERGENCIES AND PHYSICAL ASSAULTS (FROM 1984 TO THE DATE OF THIS PUBLISHING, NO SUCH ASSAULTS ARE RECORDED).
SEE: OPERATIONALS-V/ARTICLE-9:EMERGENCY CONTACT PHONE #'S, E-MAILS, ETC.

END OF ARTICLE-14

ARTICLE-15 SECTION-1	SIGNS	PAGE-2/3 OF 1

REGARDING COMMON ELEMENT SIGNS:

1. NO 'HOME FOR SALE' SIGN OR ITS EQUIVALENT IS ALLOWED.
2. NO 'VEHICLE FOR SALE' SIGN OR ITS EQUIVALENT IS ALLOWED.
3. IN GENERAL, NO UNIT OWNER MAY POST ANY SIGN ON A COMMON ELEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE BOARD OF DIRECTORS.

END OF ARTICLE-15

ARTICLE-16 SECTION-1	STATEMENT OF LIABILITY	PAGE-3/3 OF 1

IN THE PERFORMANCE OF ROUTINE AND/OR SCHEDULED MAINTENANCE TO THE VARIOUS COMMON AND LIMITED COMMON ELEMENT, THE ASSOCIATION WILL ATTEMPT TO PROVIDE OWNERS OF ADVANCE NOTICE IN ORDER THAT OWNER MAY REMOVE ANY AND ALL PERSONAL ITEMS. IF OWNER DOES NOT REMOVE PERSONAL ITEMS AFTER NOTICE, THE ASSOCIATION AND ITS CONTRACTORS ARE NOT FINANCIALLY AND/OR LEGALLY LIABLE TO OWNERS OR RESIDENTS IN THE EVENT OF DAMAGE TO PERSONAL ITEMS PLACED IN SUCH LOCATIONS. WHEN AN OWNER OR RESIDENT MAKES SUCH PLACEMENT OF PERSONAL ITEMS IN SUCH LOCATIONS, THEY ARE AGREEING IN ADVANCE TO WAIVE ALL FIDUCIARY AND LEGAL LIABILITY AGAINST THE ASSOCIATION AND/OR ITS CONTRACTORS.

END OF ARTICLE-16

TRASH AND DUMPSTERS

REFERENCED BYL COMMON ELEMENT/ARTICLE-10/SECTION-1D:MOVING MATERIALS

TRASH AND LITTER LEFT ON COMMON OR LIMITED COMMON ELEMENT IS NOT ONLY UNSIGHTLY BUT CREATES BOTH PHYSICAL AND HEALTH HAZARDS TO RESIDENTS. IN ADDITION, TRASH AND LITTER ATTRACT AND PROVIDE FOOD AND HOUSING FOR UNWANTED WILDLIFE SUCH AS RATS, RACCOONS AND OPOSSUMS, ALL OF WHICH ARE PERFECTLY HAPPY TO MAKE A HOME IN YOUR WALLS, YOUR ATTICS AND IN BURROWS UNDER YOUR BUILDING'S SLAB.

MOREOVER, ASSOCIATION DOES WANT ITS PRECIOUS MAINTENANCE FEES SPENT TO CONTROL, CLEANUP AND REPAIR DAMAGE DUE TO RESIDENT ACTIVITIES THAT ARE COMPLETELY AVOIDABLE.

TRASH AND LITTER DISPOSAL

THERE ARE FOUR (4) DUMPSTERS PROVIDED ON THE COMMON ELEMENT. PLEASE USE THEM.

SEE: OPERATIONALS-H/ARTICLE-2:LOS PRADOS MAP

A. NO LITTERING ON THE COMMON OR LIMITED COMMON ELEMENT.
B. ALL TRASH MUST BE IN GARBAGE BAGS AND TIED OR OTHERWISE SECURED SHUT.
C. TRASH BAGS ARE NOT TO BE LEFT UNATTENDED ON PATIOS, BALCONIES OR STAIRS, WHETHER YOU'RE IN YOUR UNIT OR NOT, AS THEY CAN BE TORN OPEN BY FEEDING WILDLIFE.
D. ALL TRASH AND LITTER ARE TO BE PLACED *WITHIN* THE DUMPSTER.
E. ABSOLUTELY NOTHING IS TO BE LEFT ALONG-SIDE, IN-FRONT-OF, ATOP-OF OR BEHIND THE DUMPSTERS.
F. BOXES ARE TO BE BROKEN DOWN AND PLACED IN THE DUMPSTERS FLAT.
G. ALL SMALL FURNISHINGS (I.E. CHAIRS, END TABLES, BOOKSHELVES, ETC.) ARE TO BE BROKEN DOWN AND PLACED IN DUMPSTERS.
H. LARGE FURNISHINGS AND APPLIANCES (I.E. BEDS, MATTRESSES, BOX SPRINGS, SLEEPER SOFAS, TELEVISION SETS, COUCHES, RECLINERS, STOVES, DISHWASHERS, ETC.) ARE NOT TO BE PLACED IN OR AROUND THE DUMPSTERS, NOR ARE THEY TO BE PLACED ON THE COMMON ELEMENT. IT IS THE RESPONSIBILITY OF THE RESIDENT TO MAKE APPROPRIATE ARRANGEMENTS FOR THEIR DISPOSAL.
I. IT'S EASY ... IF YOU'RE PLANNING TO REPLACE AN APPLIANCE, PLEASE HAVE THE INSTALLER REMOVE THE OLD UNIT.
J. IF THE DUMPSTER IS FULL, PLEASE TAKE YOUR TRASH TO ANOTHER DUMPSTER ON THE PROPERTY.
K. THERE ARE 5 DOORS/LIDS THAT MUST BE FULLY-CLOSED TO HELP ENSURE THAT FEEDING WILDLIFE WON'T BE ATTRACTED TO OUR DUMPSTERS. AFTER YOU'VE DEPOSITED YOUR REFUSE/GARBAGE, PLEASE ENSURE THAT THE FOLLOWING ARE FULLY-CLOSED:
   - THE DUMPSTER'S TOP 2 LIDS.
   - THE 2 SIDE-DOORS, SUCH THAT THEY CAN MOVE FREELY TO THEIR FULLY-CLOSED POSITIONS.
   - DUMPSTER'S FRONT WOODEN GATE.

END OF ARTICLE-17

HURICANE PREPAREDNESS

A. HURRICANE INFORMATION FROM SAFETY HARBOR'S WEBSITE.

IN ORDER TO GET SAFETY HARBOR'S TIPS ON WHAT TO DO ABOUT HURRICANE PREPARATION, YOU CAN GOOGLE: "SAFETY HARBOR HURRICANE INFORMATION" OR KEY THIS ADDRESS INTO YOUR BROWSER: **HTTP://WWW.CITYOFSAFETYHARBOR.COM/26/HURRICANE-INFORMATION**

B. AN OWNER'S CLEAR RESPONSIBILITY.

EVEN IF A UNIT IS TEMPORARILY VACANT SUCH AS IF ITS OWNER IS 'ON VACATION', ITS OWNER WILL BEAR FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES TO THEIR PREMISES, TO ANY OTHER PREMISES AND/OR TO THE COMMON OR LIMITED COMMON ELEMENT CAUSED BY ANY ITEMS ON THEIR PATIO OR BALCONY THAT BECAME "MISSILES" BECAUSE THEY HADN'T BEEN REMOVED OR PROPERLY-SECURED PRIOR-TO OR DURING HEAVY WINDS, ESPECIALLY THOSE ASSOCIATED WITH HURRICANE EVENTS.

C. EVEN FOR THOSE WITH HURRICANE WINDOWS.

YOU MAY TAPE A HEAVY PLASTIC TARP ON THE INSIDE OF ANY WINDOW. THEN, IF A SUSTAINED WIND OR GUST COMES ALONG THAT'S STRONG ENOUGH TO SHATTER GLASS, SUCH A TARP *MAY* PREVENT THE GLASS FROM [ENTERING/SPREADING] INTO YOUR UNIT, ALONG WITH MINIMIZING ANY RESIDUAL WATER. WE EMPHASIZE THE WORD "MAY". IF YOU DECIDE TO USE SUCH A POSSIBLE PREVENTION, IT'S RECOMMENDED TO USE A STRONG TAPE SUCH AS "DUCT TAPE. IN FACT, IT'S GOOD PRACTICE TO ALWAYS HAVE DUCT TAPE ON HAND FOR OTHER USES.

D. CABANA FURNITURE.

IN ADVANCE OF ANY EXPECTED STORMS AND THEIR ASSOCIATED AFTER-EFFECTS, CABANA FURNITURE WILL BE SECURED AND UNAVAILABLE FOR USE UNTIL THE SECURING STRAPS ARE REMOVED AND THE FURNITURE IS PUT BACK INTO POSITION.

E. CLEANUP.

AS HAPPENED WITH HURRICANE IRMA, NECESSARY ADDITIONAL TEMPORARY EMPLOYEES MAY BE CONTRACTED TO ASSIST OUR STAFF IN CLEARING DEBRIS FROM THE PROPERTY.

F. EVACUATION.

LOS PRADOS IS IN A NON-EVACUATION ZONE - ZONE X. HOWEVER, THAT IS **USUALLY** FOR FLOODING. THAT SAID, IT'S ULTIMATELY UP TO PINELLAS COUNTY AND/OR THE CITY OF SAFETY HARBOR IF THEY WANT TO ANNOUNCE A MANDATORY EVACUATION DUE TO DANGEROUS WINDS.

G. YOU ARE ALWAYS WELL-ADVISED TO HAVE A GENERAL EVACUATION PLAN AT THE READY.

A. IF AN EVACUATION IS ANNOUNCED AS MANDATORY, YOU HAVE NO CHOICE BUT TO EVACUATE.
B. IF AN EVACUATION IS NOT ANNOUNCED, YOU MAY CHOOSE TO EVACUATE ANYWAY.
C. IF AN EVACUATION IS ANNOUNCED AS OPTIONAL AND YOU INITIALLY MADE THE DECISION OF STAYING PUT, YOU MAY HAVE CHANGED YOUR MIND. IN THAT CASE, YOU'LL HAVE AN EVACUATION PLAN IN PLACE TO ACT UPON.

END OF ARTICLE-18

INDIVIDUAL UNIT'S BALCONY CARE

AN INDIVIDUAL UNIT'S PROPER BALCONY CARE HAS A STRONG IMPACT:

1. LOWERS LOS PRADOS MAINTENANCE COSTS;
2. INCREASES RESIDENTS' QUIET ENJOYMENT;
3. INCREASES PROPERTY VALUES, AS IN "CURB APPEAL/FIRST IMPRESSIONS".

WHY AN INDIVIDUAL UNIT'S PROPER BALCONY CARE IS SO CRITICAL:

A. SOME BALCONY OWNERS DO NOT PERIODICALLY CLEAN IN-BETWEEN THEIR BALCONY FLOOR BOARDS TO REMOVE ROTTING DEBRIS, THEREBY COMPROMISING FLOOR BOARDS AND THE SUPPORTING JOISTS BELOW, WHICH TRANSLATES INTO HIGHER MAINTENANCE COSTS FOR REPAIR, WHICH ARE PAID FOR BY ALL OWNERS. WHETHER VIEWED FROM ABOVE OR BELOW, IN-BETWEEN FLOOR BOARDS SHOULD BE FREE OF LEAVES & DEBRIS.

B. EVERY POTTED-PLANT REQUIRES A SAUCER (PATIO/BALCONY FLOORS, PATIO OR A/C COMPOUND WALLS, ETC.). WITHOUT POT-SAUCERS, (1) PATIO PAVERS STAIN, (2) BALCONY FLOOR-BOARDS ROT QUICKLY AND (3) WHEN BALCONY PLANTS ARE WATERED, WATER & DIRT CAN FALL ON PATIOS BELOW.

C. PROBLEM: SOME BALCONY OWNERS "SWEEP OFF" THEIR BALCONY DEBRIS, INSTEAD OF "SWEEPING UP":

#	CLEANING METHOD	QUALITY	WHY?
1	BLOWING/SWEEPING DEBRIS OFF THE BALCONY:	**VERY BAD**	DEBRIS FALLS ONTO PLANTS, SIDEWALKS, GRASS AND THE PATIO BELOW IF THERE IS ONE.
2	SWEEPING DEBRIS INTO A PILE AND THEN SWEEPING IT INTO A DUSTPAN AND DISPOSING OF IT:	**BETTER**	DOING SO IS BETTER THAN BLOWING/ SWEEPING THE DEBRIS OFF THE EDGE OF THE BALCONY, BUT IT DOESN'T PREVENT SOME DEBRIS FROM FALLING INTO THE BALCONY FLOOR SPACES WHERE IT MAY FALL ONTO THE PATIO BELOW OR GET CAUGHT IN THE SPACES AND ROT.
3	USING A 'VACUUM CLEANER' OR 'SHOP VAC' TO SUCK UP THE DEBRIS RIGHT AT ITS ORIGINAL LOCATION:	**BEST**	THIS METHOD IS BEST, BECAUSE IT SIMULTANEOUSLY ADDRESSES 2 PROBLEMS: 1) CLEANS THE BALCONY'S SURFACE AND 2) HELPS REMOVE DEBRIS FROM THE SPACES IN-BETWEEN THE FLOOR BOARDS. ANY RESIDUAL MATERIAL IN-BETWEEN SPACES CAN BE REMOVED WITH A KNIFE THROUGH THE SPACES AND THEN "VACUUMED".

IN REALITY, THE SITUATION IS EVEN WORSE, BECAUSE SUCH 'SWEEPING-OFF' PRACTICES OCCUR ON RANDOM DAYS IN RANDOM LOCATIONS, DEPENDING ON WHEN AN OFFENDING BALCONY OWNER MAY MAKE A DECISION TO "SWEEP-OFF". MEANING THE PROPERTY CAN BE MESSY WITH "SWEPT-OFF" DEBRIS AT ANY TIME.

WITH RESPECT TO SWEEPING OFF BALCONY DEBRIS, THE REASONS FOR NOT DOING SO ARE VERY CLEAR:

4. GUESTS VISITING THE PROPERTY DON'T KNOW ANY BACKSTORIES OR REASONS FOR DEBRIS BEING ON THE SIDEWALKS, PLANTS AND PATIOS BELOW. THEY ONLY JUDGE THE PROPERTY BY WHAT THEY SEE.
5. ON 'CLEANUP DAY' OUR STAFF IS NOT TASKED WITH STOPPING TO REMOVE DEBRIS FROM PLANTS.
6. SUCH A PRACTICE IS VERY UNFAIR TO A PATIO OWNER WHO HAS TO DEAL WITH THE AFTERMATH.

ENGAGING IN THE *EASILY-AVOIDABLE* PRACTICES LISTED IN 1, 2 & 3 ABOVE WASTES PRECIOUS MAINTENANCE DOLLARS AND TIME AND DECREASES PROPERTY VALUES BY DIMINISHING CURB APPEAL/FIRST IMPRESSIONS.

FOR THE GREATER GOOD, PLEASE BE A PART OF THE SOLUTION!

END OF ARTICLE-19

END OF AMENDED AND RESTATED 'COMMON ELEMENT'