

Holiday Park Condominium No. 1 Association, Inc.

Rules and Regulations

It is purpose of the Association to maintain a pleasant and comfortable, but economically well-managed condominium, and it is believed that these rules will aid this purpose.

Your Board of Directors will welcome the assistance of all the owners in the enforcement of these rules and regulations.

1. Rules and Regulations:

The interim rules and regulations will be strictly enforced.

- A. Violations must be reported in WRITING with the Complainant's signature to the Board of Directors or Holiday Park Condominium No. 1 Association, Inc., by placing the complaint(s) in the Clubhouse mailbox, or to the Management Company by mailing the complaint(s). Named complainant(s) shall not be read publicly by the Board. NO ACTION will be considered without a signature.
- B. Violations will be called to the attention of the violating owner by the Board of Directors or the Management Company. They will also notify the appropriate Committee of the Board of Directors.
- C. Disagreements concerning violations will be presented to, and judged by, the Board of Directors who will take appropriate action.

The owner shall take immediate action, upon receipt to correct the violation(s). Failure to comply within five business days will have automatic restricted access of the pool and clubhouse. Such action will not be rescinded by the Board of Directors until resolved. The owner may request in writing to the Management Company, a hearing with the Board of Directors, whose findings will be final. (Jan 21, 2013)

- D. Owners are responsible for the compliance by their children, grandchildren, employees, guests and renters with these rules and regulations.
- E. Personal negotiations are suggested to resolve disputes between owner(s) and tenants(s) if possible. If not successful, such disputes shall be reported to the Board of Directors or the Management Company in the proper manner.

2. FACILITIES:

- A. Members are required to cooperate with the Board of Directors in the use of the Common Facilities.
- B. The facilities of Holiday Park Condominium No. 1 Association, Inc., are for the exclusive use of the Association members and their immediate families, resident house guests and lessees, or guests accompanied by a member.

C. No guests or relatives of any member, other than a relative in residence, shall be permitted to use the swimming pool or other recreational facilities unless accompanied by a resident member or the immediate family of such owner or lessee. Access to the facilities shall not be made available to the same under any circumstances.

a. Owners will be provided (1) key-fob per unit at no cost. The Key-fob will provide access to the Pool and Clubhouse. In the event of a lost or stolen key-fob, the Owner shall report to the Management Office in writing. The owner shall be responsible to recover the key-fob from departing Lessees. Replacement cost for key-fobs will be \$75.00 each, payment shall be check or money order payable to Holiday Park Condominium No. 1 Association, Inc.

b. It shall be a violation of the Rules and Regulations for anyone to lend or borrow another's key-fob to gain access to the Recreational areas. Refer to provisions of the Rules and Regulations of restricted use. (Jan 21, 2013)

D. There shall be no smoking permitted in the following areas:

1. Recreation Building and Pool Deck
2. Stair Enclosures, Landing and Walkways within stair enclosure

“No smoking” shall be defined as any product that produces smoke and/or vapor, such as: cigarettes, cigars, pipes, hookahs, and any/all types of paraphernalia.

Failure to comply with this provision of this Rule will result in further action taken to the City of Hollywood for enforcement of the State Regulations. You may also be subject to additional action by the Association.

3. USE OF THE RECREATION BUILDING:

A. The Recreation Building is open for the use of all residents.

B. The Recreation Building may NOT be “rented” for individual use, as the pool bathrooms are located in the building.

C. Residents shall properly clean up after using the Recreation Building, including properly disposing of food, drinks and other garbage. In addition, all furniture shall be returned to how they were originally placed. In the event, the Recreation Building is not properly cleaned after use, the resident will be responsible for a \$150.00 cleaning fee.

D. Furniture, including chairs and tables, shall not be removed from the Recreation Building at any time.

E. The Recreation Building is open from 8 AM – 8 PM.

4. SWIMMING POOL:

Members and their guests using the swimming pool do so at their own risk. All children under 18 years of age must be accompanied by a responsible adult, as outline in Article 22. Members and their guests' are required to obey the swimming pool rules posted at the pool. Any disabled individual must be

supervised by a responsible adult. The Association shall not be held responsible for any injuries or accidents.

- A. Children under the age of three (3) and/or in diapers shall not be permitted in the pool at any time.
- B. No glass containers of any kind will be permitted at the pool or barbecue area.
- C. Those who have applied tanning oil or sun lotion must shower with soap before entering pool.
- D. When using tanning oil or sun lotion, the pool furniture must be covered with a towel large enough to keep the furniture from getting any oil or lotion on it.
- E. Bathers must wear proper bathing attire.
- F. Except for life preservers and rafts, no floating or non-floating objects are permitted in the pool. No rafts permitted when ten (10) or more people are using the pool. Rafts must not interfere with the people swimming.
- G. No running, jumping or diving will be allowed.
- H. Residents are prohibited from playing loud music at the pool that could be deemed a nuisance to the residents (i.e. large portable speakers).
- I. No animals are permitted in the pool, pool area and/or clubhouse.
- J. The pool hours are 8 AM – 8 PM. Key fobs will not allow entry after these times.
- K. At no time shall a resident enter the pool other than directly through one of the two gates with their key fob.
- L. All residents shall properly clean up after using the pool, including properly disposing of food, drinks and garbage.
- M. Smoking of any kind, including vaping, is not permitted at the pool.
- N. No drinking or eating while in the pool.
- O. No glass bottles in the pool area.
- P. At no time shall any resident stand, play with or pull the pool rope in the center of the pool. The pool rope is required by the Broward County Health Department and is there for the safety of the residents. In the event a Resident or their Guests damage the pool rope, the Resident will be charged the cost of replacement in addition to the possible suspension of rights to use the common areas.

Violation of these Rules will Result in the Following Actions:

1st Infraction – Warning

2nd Infraction – 30 Day Suspension of Use of Pool/Clubhouse

3rd Infraction – 90 Day Suspension of Use of Pool/Clubhouse

6. BARBECUES:

No open fires are permitted on patios, in apartments or on balconies. This includes barbecues, hibachis, and gas grills. All cooking of this type must be done in the barbecue area of the pool complex and a minimum of ten feet from any building structure, limbs and trees. All residue and ashes must be out and cold and dumped into garbage containers.

A. Cooking shall be conducted in the designated area only. No food is permitted in the pool area.

7. GARBAGE FACILITIES:

No items are to be placed on or around a dumpster. Any items that do not fit fully inside the dumpster must be either taken to another dumpster, or kept in the residence until the dumpsters have been emptied.

- A. Appliances (such as refrigerators, washers, dryers, televisions, etc...) shall not be disposed of in the dumpster or left on the outside of the dumpster enclosure.
- B. Construction debris from renovations shall not be disposed of in the dumpster or left on the outside of the dumpster enclosure. This includes all items, such as: vanities, sinks, tubs, countertops, carpets, wallboard, sheetrock, etc...
- C. Furniture shall not be placed outside the dumpster enclosure

*All costs associated with discarding the debris left by unit owner will be placed on the unit owner(s) ledger.

8. PLUMBING:

- A. Shower closets and other plumbing shall not be used for any other purpose than those for which they are constructed. No sweepings, rubbish, rags, or other foreign substances shall be thrown into them. The cost of any damage resulting from misuse shall be borne by the member causing the damage.
- B. Members shall notice the Association of any plumbing repairs inside of their unit. Members shall provide the Association copies of the License and Insurance of the contractor(s) performing work on the property, prior to any work being completed. Water shall only be turned off between Monday – Friday and between the hours of 10 AM – 4 PM, unless explicitly approved by the Board of Directors.
- C. All newly installed water heaters must be a tankless unit or a tank unit with a pan. The Association recommends residents install a leak protective device to limit any water damage in the event of unit failure.

9. ROOF:

- A. Members or tenants are not permitted on the roof for any purpose.
- B. All trades requiring access to the roof must submit a copy of their license and proof of insurance to a member of The Board or the Management Company BEFORE access will be granted. No exceptions. Any person on the roof without submitting these documents shall be guilty of trespassing and will be asked to leave the property immediately.

10. PARKING:

- A. Parking on the premises is by permit only.
 - 1. Each unit will be assigned one (1) Parking Permit and two (2) Guest Passes only.
 - 2. All parking passes shall be displayed on the rear-view mirror in plain sight (i.e. not blocked by other items) or will be subject to towing. Vehicles with photocopied parking passes will be towed at the Owner's expense.
- B. No parking except in designated areas. Head in parking only. No vehicles may be backed in for any reason. Expired licensed vehicles shall not be stored on the premises.
- C. The Declaration of Condominium states that each apartment shall be assigned a parking space. Said assignments will remain constant except in such cases than an exchange of location is affected between owners. Any such exchange must be submitted to and approved by the Board of Directors. In the case of an exchange or locations for the best interests of the Association, the Board of Directors retains the privilege of affecting such an exchange upon notification to the owners of such necessity.
- D. Anyone using the space of another shall be guilty of trespassing and such car shall be removed at the owner's expense.
- E. No buses, trailers, boats, recreational vehicles, or any lettered commercial vehicles shall be parked or stored at any place on the condo parking area or common elements. No vehicles shall be allowed to be parked or stored in the parking area or common elements unless the registered owner of said vehicle is a unit owner, tenant, or registered guest. All of the above are subject to towing at vehicle owner's expense. This provision does not apply to repairmen, maintenance men, or other persons who are on the premises to perform a service for the Association or any resident
- F. No mechanical work of any kind or oil changing is to be performed on premises, except tire changing or work necessary to get the vehicle started.
- G. Motorcycles and motor scooters must be parked in assigned area and display a parking permit. At no time, shall any motor vehicle be parked in the stair enclosures, sidewalks, hallways or patios. Parking in these areas is a fire hazard and should be reported to the Hollywood Fire Prevention for enforcement and penalties.

11. HALLWAYS:

- A. Sidewalks, entrances, driveways, passageways, patios, courts, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner.
- B. No personal items shall be left in the hallways, including but not limited to potted plants, garbage, tables, etc.. No items shall be installed on the building within the hallways other than doorbell cameras.

12. BALCONIES, TERRACES AND WINDOWS:

- A. No items may be stored on balconies or terraces, including furniture not designed for outside use, mattresses, appliances, etc. No object shall be hung upon, or shaken from, windows, doors, balconies or terraces.
- B. Members shall not allow anything to be thrown, or to fall from windows, doors, or balconies. No sweeping or other substances shall be permitted to escape to the exterior of the building from the windows, doors, balcony or the interior of the building from hall doors, except for rain accumulation.

13. EXTERIOR APPEARANCE:

- A. To maintain a uniform and pleasing appearance to the exterior of the building no awnings, glass enclosures, or projections, shall be attached to the outside walls, or to the balcony or terraces. This includes any type of sun screen or umbrella. Insect screens on windows, balconies and terraces must be kept in good repair. Balcony floors may be painted any color desired, or may be covered with a suitable floor covering. Otherwise, standard exterior colors shall not be altered by any unit owner.
- B. No signs of any kind, other than a notice to be placed on the bulletin board after approval by the Board of Directors, may be displayed on the premises. This is to include signs in the mailbox areas, and in windows or any portion of a member's apartment viewable from the outside.
- C. Any Member desiring to plant/landscape on common area property must receive prior approval from the Association. All plants must not: (1) extend more than three (3) feet in front of screen rooms/patio, (2) exceed five (5) feet in height, (3) be planted under the eaves of the roof, (4) obstruct egress windows. Members will be responsible for any damage or costs involved with the enforcement of these rules. (11/13/2018)

14. DESTRUCTION OF PROPERTY:

- A. Neither members, lessees, dependents, nor guests shall mark, damage, destroy, deface, or engrave any part of the condominium building or property, including satellite dishes and related materials. Damage caused by any workers, workmen, contractors or movers hired by an owner shall be the financial responsibility of said owner.

- B. Members shall be liable for all damages to the building caused by receiving deliveries or moving or removing furniture or other articles to or from the building.

15. ACCESS TO APARTMENTS:

- A. Deliveries to apartments will not be made during any owner's absence unless written instructions are left covering same. Access to apartments by real estate agents, legal representatives, etc., will not be afforded unless written instructions are given to the Board of Directors in advance.
- B. Members must abide by right of entry into dwelling in emergencies. In case of any emergency originating in or threatening any dwelling regardless of whether the owner is present at the time of such emergency, the Board of Directors or any other person authorized by it, shall have the right to enter such dwelling for the purpose of remedying, or abating the cause of such emergency, and such right of entry shall be immediate. All owners will be responsible for all expenses incurred by the Association to gain access to an apartment.

16. HURRICANE PREPARATIONS:

- A. With the approval of the Board, hurricane shutters may be installed on balconies or windows, except for exterior roll-up type attached to exterior of buildings.
- B. Members in residence shall remove all loose objects, movable objects, including furniture, from the balconies in a timely manner.
- C. Each member who plans to be absent from his apartment during hurricane season must prepare his apartment prior to departure by:
 - 1. Removing all loose items, including furniture and plants from balconies.
 - 2. Designating a responsible firm or individual, to care for their apartment during their absence in the event that the apartment should suffer hurricane damage. Each member shall furnish the Board of Directors with the name of such firm or individual. The designated firm or individual shall contact the Board of Directors for permission to handle the hurricane shutters.

17. NOISE:

- A. Unless expressly permitted in writing by Holiday Park Condominium No. 1 Association, Inc., the installation of hard surface floors in any apartment is prohibited.)
- B. In order to ensure your own comfort and that of your neighbor's, Radio, Hi-Fi, and television sets should be turned down to a minimum volume between the hours of 11:00PM and 8:00AM. All other unnecessary noises, such as bidding good night to departing guests and slamming doors between these hours should be avoided. Your neighbors will appreciate this.
- C. Any Home Improvement work, including carpentry, carpet-laying, picture hanging, or any trade or any do-it-yourself work that produces noise, must be done between the hours of 8:00AM and 7:00 PM only. No exceptions will be allowed.

18. ANIMALS AND PETS:

- A. No pets or animals of any kind shall be kept in any apartment unless authorization is given in writing by the Board of Directors of the Association. Such consent, if given, shall be revocable by the Board at any time, if the pet becomes a nuisance.
- B. An authorization in writing to keep pets will expire when a member's pet is deceased or disposed of.
- C. No animals shall be allowed to commit a nuisance in any public portion of the apartment building or grounds. If such a nuisance occurs, then the Board of Directors shall take proper action. All pets shall be limited to 20 pounds or less and not more than one per apartment. All cats shall be indoor house cats only. Any pet (particularly a dog) must be on a leash from the time it leaves the apartment. No pets are permitted in or at any of the common areas or recreational facilities. All pets must be walked in the pet walk area on the north and east side of the complex. All pet droppings shall be immediately picked up and disposed of in a proper receptacle. Violators not properly disposing of pet waste will be liable to a fine of \$50.00 to \$100.00 according to Hollywood City Ordinance.
- D. No guest may bring a pet to the Condominium at any time.
- E. The term pets shall be limited to dogs, cats, birds, and fish. Absolutely no parrots, macaws, or snakes are permitted. Fish tanks limited to no more than 30 gallons.
- F. Feeding wild animals, including feral and stray cats, is forbidden by Hollywood City Ordinance, and is not permitted at Holiday Park.
- G. Residents will be responsible for providing the Association a copy of annual vaccination records.

19. CHILDREN AND ADULTS:

- A. Children under the age of eighteen (18) at the Club House and pool must be accompanied and supervised by a responsible adult owner at all times, as outlined in Article 22.
- B. All persons are prohibited from playing or holding any activities, except barbecuing and those activities covered by rule 3 of any of the common grounds of the complex.

20. SOLICITATION:

There shall be no solicitation by any person anywhere in the building for any cause, charity, or any purpose whatever, unless specifically authorized by the Board of Directors.

21. STAFF PERSONNEL:

Association employees are under supervision of the Board.

22. RULES CONCERNING GUESTS DURING MEMBER'S ABSENCE:

The following rules will apply to all visitors who will stay overnight or longer:

- A. Guest will be given, by the owner, a copy of the rules and regulations upon arrival. Make sure that your visitor understands that compliance with these rules is mandatory.
- B. Guest may not use any parking space other than the unassigned spaces in the parking lot.
- C. Under no circumstances, may any guests bring any pet upon the premises.
- D. In the event that an apartment is owned by a corporation, only two officers of said corporation may be considered residents. Any other members or employees of said corporation shall be considered guests and must conform in all respects to the guest rules.
- E. Whenever a guest or any other occupant is residing in a unit in the absence of the owner, the Board of Directors, at their discretion, may require the occupant and the owner of the unit to complete affidavits supplied by the Association indicating the relationship of the occupant to the owner regarding the consideration for residing in the unit.
- F. Members of a unit owner's family may occupy the unit in the owner's absence.
 - 1. The owner notifies the Association in writing in advance of the names of the family members who will be occupying the unit. Their relationship to the owner, and the length of time they will be occupying the unit.
 - 2. "Family" shall be defined as the owner's and the owner's spouse's parents, adult brothers and sisters, adult sons and daughters and adult grandchildren, any of whom may be accompanied by their respective spouses and children.
- G. Other guest (nonfamily) may occupy the unit in the owner's absence provided that:
 - 1. The owner notified the Association in writing in advance of the names of the guest who will be occupying the unit and the length of time they will be occupying the unit.
 - 2. Such guests must be at least 21 years of age. (They may be accompanied by their children.)
 - 3. Said guest usage in the owner's absence does not occur more than three (3) times in any twelve (12) month period for a total combined usage of not more than forty-five (45) days. Such forty-five (45) day stay will begin the first day guests occupy the unit, not the day the written notice is dated after occupancy of said unit.

23. SELLING OR LEASING OF APARTMENT AND HOUSE GUESTS:

- A. No apartment shall be sold or leased without prior notification to sell or lease and approval by the Board of Directors. An application form for sale or lease is available from the Board or the management company. Such application shall be submitted no later than thirty (30) days prior to

such transaction and shall be accompanied by a transfer fee of \$100 to cover the cost of a background check (No Personal Checks). Once the fee is paid it is non-refundable regardless of outcome.

Any owner moving a prospective tenant(s) into an apartment without the approval of the Screening Committee and the Board of Directors will be in violation of these Rules and Regulations and will be turned over to the Association's attorney for legal action.

- B. In the event a lease is renewed, the Resident will be responsible for providing the Association with the updated lease on an annual basis.
- C. No apartment shall be leased or rented for less than 6 months (180 consecutive days), nor longer than 12 consecutive months per 12 consecutive month lease period, and no more than once per year (12 consecutive months) except in case of extreme hardship, which must be determined and approved by the Board of Directors on an individual basis. In the event a unit is transferred from owner to owner, and that unit is currently bounded by a previous lease not yet expired, the new owner can rent the unit implementing a new lease. Until all paperwork is received, the screening will not be held.
- D. In the event that an applicant for lease or purchase shall fail to meet the provisions of the established rules and regulations, no obligation or responsibility shall accrue to the Board of Directors as a body or any members of said Board individually, for the failure to approve said lease or purchase.
- E. The maximum number of permanent occupants residing in each apartment shall be as follows:
This shall not apply to temporary guests.

One Bedroom Apartment -----2 persons
Two Bedroom Apartment -----4 persons
- F. All owners leasing their unit must provide a set of Rules and Regulations to the lessee as well as Parking Passes and Key Fobs.
- G. At the time of a property transfer, by sale or lease, the Owner shall provide the new Owner/Tenant with a copy of the Association Bylaws and Rules & Regulations. A copy of both documents can be accessed on the Association's website at no cost.
- H. **NO RENTING PERMITTED** - Whereas the Board of Directors by a majority, voted and approved on December 3, 2015, all unit owners who purchased their unit after January 21, 2013 are not permitted to Rent their Unit. The Board had voted and passed to replace the Moratorium with NO RENTING PERMITTED.
- I. No Individual Corporation, LLC, etc...shall be permitted to hold ownership on more than two (2) units in Holiday Park Condominium No. 1 Association. (Jan 21, 2013)
- J. If mold is expected in a unit, the Board of Directors at Holiday Park reserves the right to require an Inspection Report from a Mold Remediation Company insuring that there is no mold present.

24. INSPECTION OF OFFICIAL RECORDS:

Pursuant to Section 718.111(12)(c), Florida Statutes, the Association's "official records" shall be open to inspection and/or copying by any association member or the authorized representative of such member, subject to the following rules regarding the frequency, time, location, notice, and manner of record inspection and copying:

1. Requests for inspection and/or copying of Association "official records" must be submitted in writing to either the Board of Directors or the Association's managing agent via certified mail and must include two copies of the request one of which shall serve as a receipt to the owner and shall be returned to the owner on the date of the inspection.
2. Written notice of requests to inspect and/or copy Association "official records" must be submitted at least five (5) days prior to the date the Association member or their authorized representative desires to inspect and/or copy the Association's "official records."
3. No Association member may make more than one (1) request to inspect and/or copy the Association's "official records" in any given month.
4. Inspections of the Association's "official records" will be limited to a maximum of two (2) hours per month. Inspections shall only occur during business hours (between 9:00AM and 5:00PM Monday through Friday).
5. Inspections of the Association's "official records" shall take place in a location designated by the Board of Directors from time to time.
6. Association members desiring have the Association make copies of the Association's "official records" shall bring to the records inspection non-permanent marking devices, such as "post-it notes" or paper clips, for the purpose of designating those documents they would like copied.
7. Upon completion of the inspection, an Association representative will count the number of pages desired to be copied by the Association member, and will advise the member of the cost of the copies. Copies will be charged at the rate of \$.25 per page and up to \$50 per hour for the time required to make said copies. Owners can bring their own copy devices and can make their own copies at their own expense.
8. Upon payment of the cost of copies by the Association member, the Association will make or cause to be made those copies desired by the member, and will advise the member as soon as the copies are ready to be picked up.
9. Association members are not permitted to remove original documents from the Association's "official records."
10. Only one (1) Association member or their authorized representatives may inspect the Association's "official records" at a given time. If deemed by the Board of Directors to be in the best interests of the Association, a proctor shall be present during all inspections of the Association's "official records."

25. CONSTRUCTION, RENOVATIONS AND REPAIRS:

- A. All unit owner(s) shall submit to the Association / Management, copies of Permit(s), License(s), Remediation and Insurance information for renovations, replacement and repairs.

1. The unit owner(s) shall describe the scope to the work with drawings when adding and/or removal of: Walls, Plumbing piping, Electrical, Vents, Common Fire Alarm and Mold Remediation.
 2. The unit owner(s) shall receive written approval from Holiday Park Condominium No. 1 Association, Inc. and the City of Hollywood Building Department prior to commencing with work.
- B. Emergency installations of Air Conditioners and or Water Heater need only make notification to Management, providing license and insurance information. The unit owner(s) shall follow up with the City of Hollywood after the emergency repair / replacement. (refer to applicable rules and regulations for roof access)
- C. Failure to comply with the provision outlined will result in notification of complaint to Hollywood Building Department by the Association for enforcement. Failure to comply may result in penalties and fines by the City of Hollywood.
- D. All flooring installation must be approved by the Board of Directors, prior to installation. All hardwood flooring must be installed with an underlayment that is Impact Insulation Class (IIC) of 55 or higher.
- E. Each unit has the capability to shut off the water within the unit. At no time shall anyone, unit owner and/or contractor, shut the water supply main to the complex. Other than an emergency, water supply to the building shall not be shut down without;
1. Notification to Management;
 2. Written twenty-four (24) hour notification to the affected building
- F. Individual unit owners/contractors will be responsible for repair costs to any and all damages done to Association property.

NOTE:

Original Rules & Regulations: 1978

Revised: 1997

Revised: 2009

Revised: 2013

Revised: 2015

Revised: 2016

Revised: 2018

Revised: 2023

Revised: 2025