

[ASSOCIATION NAME]

Rules and regulations (condominium)

Association	[ASSOCIATION LEGAL NAME], a Florida condominium association
Community	[COMMUNITY NAME], [CITY], [COUNTY] County, Florida
Adopted by the board on	[ADOPTION DATE]
Board action	[RESOLUTION NUMBER OR MINUTE BOOK REFERENCE]
Effective date	[EFFECTIVE DATE]
Revision	[REVISION NUMBER], replacing the rules dated [DATE OF PREVIOUS RULES]
Authority	Declaration Article [ARTICLE], Bylaws Article [ARTICLE]
Questions	[MANAGEMENT COMPANY OR ASSOCIATION CONTACT], [TELEPHONE], [EMAIL]

1. Who these rules apply to

1.1 These rules apply to every owner, to every tenant and occupant, and to every guest, invitee, contractor, and vendor of any of them.

1.2 Each owner is responsible for the conduct of that owner's household, tenants, guests, invitees, and contractors, and for any damage they cause to the condominium property.

2. Authority and order of precedence

2.1 The board adopted these rules under Declaration Article [ARTICLE] and Bylaws Article [ARTICLE].

2.2 These rules add to the recorded declaration of condominium, the articles of incorporation, and the bylaws. They do not change them.

2.3 If any part of these rules conflicts with Florida law, with the recorded declaration and its amendments, with the articles of incorporation, or with the bylaws, that other document controls and the conflicting part of these rules has no effect. The rest of these rules stay in force.

2.4 If a part of these rules is found unenforceable, the rest of the document remains in effect.

3. Words used in these rules

- **Association** means [ASSOCIATION LEGAL NAME].
- **Board** means the association's board of directors.
- **Unit** means a unit as that term is used in the declaration of condominium.
- **Common elements** means the common elements and the limited common elements as those terms are used in the declaration.
- **Owner** means the record title holder of a unit, including a company, a trust, or a personal representative.
- **Occupant** means any person living in a unit.
- **Guest** means a person present at the invitation of an owner or occupant who does not live in the unit.
- **Manager** means [MANAGEMENT COMPANY NAME], the association's community association manager.

4. Leasing and occupancy

4.1 Leasing is governed by Declaration Article [ARTICLE].

4.2 No lease may be for a term shorter than [NUMBER] consecutive months.

4.3 A unit may be leased no more than [NUMBER] times in a calendar year.

4.4 Where the declaration requires the association to approve a lease, the owner must give the association a completed lease application and a full copy of the proposed lease at least [NUMBER] days before the lease is to begin.

4.5 The approval fee is \$[AMOUNT] per applicant, and may not exceed the maximum Florida law allows. A husband and wife, or a parent or parents and their dependent children, count as one applicant. No fee is charged when a lease is renewed with the same tenant.

4.6 The association may require a background screening of each proposed adult occupant. The association will state the reason for any disapproval in writing.

4.7 Leasing a unit does not relieve the owner of any obligation under the governing documents. The owner remains responsible for assessments, for compliance by the tenant and the tenant's guests, and for any fine or damage arising from the tenancy.

4.8 The owner must give the tenant a copy of these rules before the tenancy begins, and must state in the lease that the tenancy is subject to the governing documents.

4.9 Before occupancy begins, the owner must give the association the name of each occupant, a telephone number and email address for the tenancy, and the lease term.

4.10 Occupancy of a unit is limited to: [STATE THE LIMIT THE DECLARATION SETS, FOR EXAMPLE: TWO PERSONS PER BEDROOM].

5. Parking and vehicles

5.1 Residents may park in: [LIST THE RESIDENT PARKING AREAS, FOR EXAMPLE: THE ASSIGNED NUMBERED SPACE FOR EACH UNIT AND THE UNMARKED SPACES ALONG THE NORTH DRIVE]. Guests may park in: [LIST THE GUEST PARKING AREAS, FOR EXAMPLE: THE SPACES MARKED GUEST NEAR THE CLUBHOUSE].

5.2 Each resident vehicle must be registered with the [MANAGER OR ASSOCIATION] and must display a [DECAL OR HANGTAG]. The association issues [NUMBER] per unit.

5.3 A vehicle parked in the common elements must be currently licensed, registered, insured, and in operating condition. A vehicle that is visibly inoperable, that has flat tires or expired registration, or that has not moved for more than [NUMBER] days may be treated as abandoned.

5.4 Vehicle repairs, maintenance, and fluid changes in the common elements are prohibited, except for a repair needed to move a disabled vehicle out of the roadway.

5.5 The speed limit on community roadways is [NUMBER] miles per hour. Stop signs, one-way markings, fire lanes, and no-parking markings apply to every driver on the property.

5.6 Parking is prohibited in fire lanes, in front of fire hydrants, in dumpster enclosures, in accessible spaces without a valid permit, on lawns and landscaped areas, and in any space assigned to another unit.

Electric vehicle charging and natural gas fuel stations

5.7 An owner may install an electric vehicle charging station or a natural gas fuel station within the boundaries of the owner's limited common element parking space, or within the parking space the association has assigned for the owner's exclusive use.

5.8 Before installation begins, the owner must give the association written notice, the product specifications, and the name and license number of the licensed contractor performing the work.

5.9 The owner pays for installation, operation, maintenance, repair, and removal, and for any damage the station causes. Electricity or fuel for the station must be separately metered and paid by the owner.

5.10 The owner must carry hazard and liability insurance covering the station, must give the association a certificate of insurance naming the association as an additional insured within 14 days after approval, and must give the association an updated certificate by December 1 each year after that.

5.11 The installation must meet the building code and the association's standards for size, placement, and appearance, and must not cause irreparable damage to the condominium property.

6. Guests and visitors

6.1 An owner or occupant must accompany a guest using an amenity.

6.2 A guest may occupy a unit in the owner's absence for up to [NUMBER] consecutive days, and up to [NUMBER] days in a calendar year, without the stay being treated as a lease under Section 4.

6.3 The owner or occupant must register with the [MANAGER OR ASSOCIATION] any guest staying more than [NUMBER] nights.

6.4 Guest vehicles must be parked in: [NAME THE GUEST PARKING AREA, FOR EXAMPLE: THE SPACES MARKED GUEST NEAR THE CLUBHOUSE]. A guest vehicle must display a guest pass where the association issues one.

7. Pets and animals

7.1 Pets are governed by Declaration Article [ARTICLE], which permits: [STATE THE NUMBER, SIZE, AND TYPE OF PETS ALLOWED, FOR EXAMPLE: TWO DOGS OR CATS PER UNIT, NO MORE THAN 40 POUNDS EACH].

7.2 Each pet must be registered with the [MANAGER OR ASSOCIATION], with the pet's name, type, breed, weight, a photograph, and proof of current vaccination and county license.

7.3 A pet outside a unit must be on a leash no longer than [NUMBER] feet and under the physical control of a person able to control it.

7.4 A pet may not be left unattended on a balcony, patio, or porch.

7.5 The person with the pet must immediately pick up and dispose of the pet's waste in: [NAME THE RECEPTACLE, FOR EXAMPLE: THE PET WASTE STATIONS AT THE MAIL KIOSK AND THE DOG RUN]. This applies everywhere on the property.

7.6 Persistent barking, howling, or aggressive behavior is a violation of these rules.

7.7 Pets are not permitted in: [LIST THE AREAS, FOR EXAMPLE: THE POOL DECK, THE SPA, THE FITNESS ROOM, AND THE CLUBHOUSE]. This does not apply to an assistance animal.

Assistance animals

7.8 An assistance animal is not a pet. The rules above do not apply to an animal a resident needs as a reasonable accommodation for a disability.

7.9 A resident who needs an assistance animal may send a written request for a reasonable accommodation to the [MANAGER OR ASSOCIATION]. The association will respond in writing within [NUMBER] days and will keep the supporting information confidential.

7.10 The association does not charge a pet fee or deposit for an assistance animal and does not apply a breed, size, or weight limit to one.

7.11 The resident remains responsible for the animal's behavior, for waste pickup, and for any damage the animal causes.

8. Trash, recycling, and storage

8.1 Household trash must be bagged and placed in: [NAME THE RECEPTACLE OR CHUTE, FOR EXAMPLE: THE TRASH CHUTE ON EACH FLOOR]. Loose trash, and trash left outside a receptacle, is prohibited.

8.2 Recycling goes in: [NAME THE RECYCLING RECEPTACLE, FOR EXAMPLE: THE BLUE BINS IN THE GROUND FLOOR TRASH ROOM], following [CITY OR COUNTY] collection rules.

8.3 Collection day is [DAY]. Receptacles may be set out no earlier than [TIME] on [DAY] and must be returned no later than [TIME] on [DAY] to: [NAME WHERE RECEPTACLES ARE STORED, FOR EXAMPLE: THE TRASH ENCLOSURE BEHIND BUILDING TWO].

8.4 Bulk items, construction debris, appliances, electronics, paint, and hazardous material may not be placed in association receptacles. Arrange disposal through [CITY OR COUNTY] bulk pickup or a private hauler.

8.5 Personal property may not be stored in the common elements, in breezeways, in stairwells, or in walkways. Items left in a fire exit path will be removed without further notice.

9. Pool and other shared amenities

9.1 Hours are as follows.

Amenity	Open	Close
[AMENITY]	[TIME]	[TIME]
[AMENITY]	[TIME]	[TIME]
[AMENITY]	[TIME]	[TIME]

9.2 There is no lifeguard on duty. Persons use the pool and spa at their own risk.

9.3 A person under [NUMBER] years of age must be accompanied by a person [NUMBER] years of age or older.

9.4 Shower before entering the water. A person with an open wound, a communicable condition, or a diarrheal illness may not enter the water. Children who are not toilet trained must wear swim diapers.

9.5 Glass containers, diving where marked, and running on the deck are prohibited, along with: [LIST ANY OTHER PROHIBITED ITEM OR ACTIVITY, FOR EXAMPLE: AMPLIFIED MUSIC AND LARGE INFLATABLE TOYS].

9.6 Proper swim attire is required. Flotation devices are limited to: [LIST WHAT IS ALLOWED, FOR EXAMPLE: COAST GUARD APPROVED VESTS AND CHILDREN'S ARM FLOATS].

9.7 Each unit may bring up to [NUMBER] guests to an amenity at one time, and a resident must accompany them.

9.8 [AMENITY] may be reserved by contacting the [MANAGER OR ASSOCIATION] at least [NUMBER] days in advance. A refundable deposit of \$[AMOUNT] applies.

9.9 Where a sign posted at the pool or spa states a health department requirement, that posted requirement controls over anything in this section.

9.10 The board may close an amenity for maintenance, for repair, for safety, or during a declared emergency.

10. Noise, nuisance, and conduct

10.1 No owner, occupant, guest, or invitee may use a unit or the common elements in a way that creates a nuisance or unreasonably interferes with a neighbor's quiet enjoyment.

10.2 Quiet hours are [TIME] to [TIME] daily. During quiet hours, noise audible outside a unit must be kept at a level that does not disturb a neighbor.

10.3 Construction, renovation, and landscaping work that creates noise is permitted [DAYS OF THE WEEK] from [TIME] to [TIME]. It is not permitted on: [LIST THE DAYS AND HOLIDAYS, FOR EXAMPLE: SUNDAYS, THANKSGIVING, AND CHRISTMAS DAY]. This applies to work by owners and by their contractors.

10.4 Conduct that is unlawful, that threatens the safety of a person, or that damages property is prohibited, and the association may report it to law enforcement.

10.5 Harassment of, or abusive conduct toward, a board member, a committee member, an association employee, or a vendor performing association work is prohibited.

11. Balconies, patios, and exterior appearance

11.1 Items visible on a balcony, patio, or porch are limited to: [LIST WHAT IS ALLOWED, FOR EXAMPLE: PATIO FURNITURE, POTTED PLANTS, AND A GRILL WHERE PERMITTED].

11.2 The following may not be stored or displayed where visible from outside the unit: [LIST WHAT IS NOT ALLOWED, FOR EXAMPLE: BICYCLES, STORAGE CONTAINERS, CLEANING EQUIPMENT, AND APPLIANCES].

11.3 Laundry, towels, and swimwear may not be hung on a railing or from a balcony, patio, or porch.

11.4 Nothing may be shaken, swept, dropped, or thrown from a balcony, patio, or porch.

11.5 Feeding wildlife anywhere on the property is prohibited.

11.6 An owner may attach to the mantel or frame of the owner's unit door a religious object no larger than 3 inches wide, 6 inches high, and 1.5 inches deep.

11.7 Awnings, screens, enclosures, shades, permanent fixtures, and any other change to the exterior appearance of a unit require written approval under Section 15.

12. Grills and open flame

12.1 Grills and other open-flame cooking devices may be used in: [NAME WHERE GRILLING IS ALLOWED, FOR EXAMPLE: THE COMMUNITY GRILL AREA BESIDE THE POOL DECK]. They may not be used in: [NAME WHERE GRILLING IS NOT ALLOWED, FOR EXAMPLE: ANY BALCONY, WALKWAY, OR BREEZEWAY].

12.2 A grill in use must be attended at all times and kept at least [NUMBER] feet from any structure, overhang, or combustible material.

12.3 Propane cylinders may be stored only in: [NAME WHERE CYLINDERS MAY BE STORED, FOR EXAMPLE: THE VENTILATED CYLINDER CAGE AT THE GRILL AREA].

12.4 Where the fire code or the local fire marshal imposes a stricter requirement than this section, that requirement controls.

13. Signs

13.1 Signs visible from outside a unit are limited to: [LIST WHAT THE DECLARATION PERMITS, FOR EXAMPLE: ONE REAL ESTATE SIGN IN A WINDOW].

13.2 Real estate signs are limited to: [STATE THE SIZE, NUMBER, AND PLACEMENT, FOR EXAMPLE: ONE SIGN NO LARGER THAN 18 BY 24 INCHES, PLACED INSIDE A WINDOW OF THE UNIT].

13.3 A sign an owner is entitled to display under Florida law or under the declaration is permitted regardless of anything else in this section.

14. Flags

14.1 An owner may display one portable, removable United States flag in a respectful way.

14.2 On Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, an owner may also display in a respectful way portable, removable official flags no larger than 4.5 feet by 6 feet representing the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard.

14.3 A flagpole, bracket, or other hardware attached to the exterior of a building requires written approval under Section 15.

14.4 A flag display an owner is entitled to make under Florida law is permitted regardless of anything else in these rules.

15. Architectural review and alterations

15.1 No addition, alteration, improvement, or change to the exterior appearance of a unit, and no change to the common elements, may begin before the association gives written approval.

15.2 Applications are made on the association's architectural review application, available from the [MANAGER OR ASSOCIATION WEBSITE].

15.3 The association will respond in writing within [NUMBER] days. A denial will state the rule or covenant the association relied on and the specific part of the proposed work that does not meet it.

15.4 The association's architectural guidelines dated [DATE] are a separate document and are part of these requirements.

15.5 Work started before written approval is a violation, and the association may require the work to be undone in addition to any other remedy.

16. Hurricane and storm preparation

16.1 The board has adopted hurricane protection specifications dated [DATE], available from the [MANAGER OR ASSOCIATION WEBSITE]. Those specifications state the approved color, style, product type, and installation standard.

16.2 When a hurricane watch is issued for [COUNTY] County, each owner and occupant must remove or secure all loose items from balconies, patios, and porches, including furniture, planters, grills, umbrellas, and decorations.

16.3 An owner who will be away during hurricane season must give the [MANAGER OR ASSOCIATION] a current telephone number and email address, and the name and telephone number of a local person authorized to enter the unit.

16.4 After a storm, do not return to the property until local authorities have advised that it is safe. Report damage to the [MANAGER OR ASSOCIATION] at [TELEPHONE OR EMAIL].

16.5 During a declared state of emergency, the board may exercise the emergency powers Florida law grants it, which may temporarily override parts of these rules.

17. Violations, fines, and suspension

How a violation is reported

17.1 A violation may be reported in writing to the [MANAGER OR ASSOCIATION] at [EMAIL OR ADDRESS].

17.2 The association will ordinarily send a written courtesy notice describing the violation and asking the owner to correct it by a stated date.

17.3 If the violation is not corrected, the board may propose a fine or a suspension of the right to use the common elements at a properly noticed board meeting.

Notice and hearing

17.4 No fine or suspension may be imposed unless the association first gives the owner at least 14 days' written notice of the right to a hearing, sent to the address in the association's official records. Notice also goes to any tenant, occupant, or guest the association seeks to fine or suspend.

17.5 The notice will describe the violation, state what must be done to correct it, and give the date, time, and location of the hearing.

17.6 The hearing will be held within 90 days after the notice is issued, before a committee of at least three people appointed by the board. No member of that committee is an officer, director, or employee of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.

17.7 The owner may attend the hearing in person or by telephone.

17.8 The committee may only confirm or reject the fine or suspension the board proposed. If the committee does not approve it by majority vote, it may not be imposed.

17.9 Within 7 days after the hearing, the committee will send the owner written notice of its findings, any fine or suspension approved or rejected, how the violation may be corrected, and the date any fine must be paid.

17.10 If the violation is corrected before the hearing, or in the way stated in the written notice, no fine or suspension will be imposed.

17.11 Where a fine is approved, payment is due no earlier than 30 days after the written notice of the committee's decision is delivered.

Limits on fines

17.12 A fine may not exceed \$100 per violation or \$1,000 in total for a continuing violation.

17.13 A fine may be charged for each day a violation continues, with one notice and one hearing covering the whole period.

17.14 The association will not fine or suspend for leaving garbage receptacles at the curb within 24 hours before or after the scheduled collection day.

17.15 The association will not fine or suspend for holiday decorations or lights left up longer than the governing documents allow, unless they remain up more than one week after the association gives the owner written notice.

Suspension of the right to use common elements

17.16 The association may suspend, for a reasonable period, the right of an owner, tenant, guest, or invitee to use the common elements and facilities. A suspension does not apply to the parts of the common elements needed to reach a unit, to utility service to a unit, or to a unit's parking space, and it does not block vehicle or pedestrian access to a unit.

17.17 Where an owner is more than 90 days behind in paying an assessment, fine, or other money owed, the association may suspend the right to use the common elements until the amount is paid in full. A suspension for nonpayment is approved at a properly noticed board meeting, and the association will notify the owner by mail or hand delivery. The notice and hearing steps above do not apply to a suspension for nonpayment.

Other remedies

17.18 Nothing in this section limits the association's right to seek an injunction, damages, or any other remedy available under the governing documents or under Florida law.

18. Adoption, amendment, and distribution

18.1 The board adopted these rules at a properly noticed board meeting held [ADOPTION DATE]. They take effect [EFFECTIVE DATE].

18.2 The board may amend these rules at a properly noticed board meeting. An amendment takes effect no earlier than the date the amended rules are distributed to the members.

18.3 The association will give a copy of these rules to every new owner, and will give every owner an updated copy whenever the rules are amended.

18.4 The association keeps the current rules in its official records and makes them available for inspection.

18.5 The rules these replace remain in the association's records. A violation is judged against the rules in effect on the date it occurred.

Adopted by the board

Adopted by the board of directors of [ASSOCIATION LEGAL NAME] at a properly noticed board meeting held [ADOPTION DATE].

President: _____ Print name: _____ Date: _____

Secretary: _____ Print name: _____ Date: _____

Version record

Document	Rules and regulations of [ASSOCIATION LEGAL NAME]
Revision	[REVISION NUMBER]
Adopted	[ADOPTION DATE]
Effective	[EFFECTIVE DATE]
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