

733 Secret Harbor Lane, Lake Mary, Florida 32746 (Office) 407-328-8208 (Fax) 407-328-8238 Email: Manager@RegencyParkCondo.com http://RegencyParkLakeMaryCondo.com

## <u>IMPORTANT DOCUMENT - DO NOT DESTROY</u>

## RULES, REGULATIONS & POLICIES OF THE CONDOMINIUM ASSOCIATION

In order to provide a safe and enjoyable atmosphere for all residents in this community and for the protection of the values of the units, the use of this condominium property is restricted and shall be in accordance with the following provisions:

Section 11.1(h) of the Declaration provides that the Regency Park at Lake Mary Condominium Association, Inc. (hereinafter "Association") shall have the power to adopt and amend rules and regulations concerning the use of the Condominium Property; and the By-Laws of Regency Park at Lake Mary Condominium Association, Inc. are attached as Exhibit "4" to the Declaration (hereinafter "By-Laws"); and Section 5.1(d) of the By-Laws provides that the Board of Directors for the Association shall have the power to adopt and amend rules and regulations concerning the use of the Condominium Property; and the Board of Directors of the Association, has determined that it is in the best interest of the Association to amend parking rules of the Association.

## A. <u>THE RULES & REGULATIONS FOR OWNERS & TENANTS USE OF</u> COMMON ELEMENTS:

The Common Elements shall be used only for furnishing the services and facilities for which they are reasonably suited, and which are incidental to the use and occupancy of the units. (This includes the grounds, pools, spa, tennis courts, car wash, fitness room and all grounds.)

1. NO IMPROPER USES: No improper, offensive, hazardous, or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be

corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property as elsewhere set forth in the condominium documents of the Regency Park at Lake Mary Condominium Association, Inc. Notwithstanding the foregoing and any provisions of the Condominium Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of Section 17.7 of the Condominium Declaration.

- 2. ALTERATIONS: No Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto or Common Elements without obtaining the prior written consent of the Association (in the manner specified in Section 9.1 thereof of the Condominium Declaration).
- 3. FLOOR COVERINGS: Without limiting the generality of the approval requirements set forth in Section 9 of the Condominium Declaration, no hard-surfaced floor coverings such as wood, tile, marble and stone shall be installed in any Unit or its appurtenant Limited Common Elements unless same is installed with sound-absorbing backing meeting the requirements, from time to time, of the Association. The minimum standard for sound transmission that must be used, and appear on the ARB (Architectural Review Board) form, is Sound Transmission Clarification (STC) 55 and Impact Insulation Class (IIC) 55 as a standard for control of sound.
- 4. EXTERIOR IMPROVEMENTS & LANDSCAPING: Without limiting the generality of Section 9.1 or 17.4 of the Condominium Declaration, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, balcony/patio screen enclosures, window tinting, furniture, fixtures and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association. Owners desiring to retrofit their Unit's windows, exterior doors and sliding doors must submit an ARC Standards & Procedures for the Retrofiting of Windows, Exterior Doors, & Sliding Doors as an Exhibit to these Rules, Regulations, & Policies and further discussed in Section C(6) below.
- **5. PERSONAL PROPERTY:** The personal property of Unit Owners and occupants must be stored in their respective units.
- 6. PATIOS/COMMON ELEMENTS: No articles other than patio-type furniture shall be placed on the balconies, patios, or other Common Elements. No <u>bicycles</u>, <u>linens</u>, <u>clothes</u>, <u>bathing suits or swimwear</u>, <u>curtains</u>, <u>rugs</u>, <u>mops</u>, <u>laundry of any kind</u>, <u>or other articles</u>, shall be shaken or hung from any windows, doors, balconies, terraces or other portions of the Condominium or Association Property. (Live plants may be grown on the patio or balcony but may not be affixed to any wall or hang from the ceiling. Residential <u>electric</u> grills may be used (no smokers, propane, gas, charcoal grills).
- 7. WALKWAYS: The sidewalks, entrances, passages, lobbies, and hallways and like portions of the Common elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property or Common Elements; nor shall any <u>carts</u>, <u>bicycles</u>, <u>carriages</u>, <u>chairs</u>, <u>tables</u> or <u>any other object</u> be stored therein, except in areas (if any) designated for such purposes.

- **8. FALLING OR ELIMINATION OF DEBRIS:** No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Condominium Property any dirt or other substance onto any of the balconies or elsewhere in the building or upon the Common Elements.
- **9. FIRE ALARM:** Units in the large buildings (those with 3 floors) have a FIRE ALARM as well as a smoke detector. Be aware, <u>disconnecting the alarm is a felony</u> offense punishable by a prison term and/or a fine. Disconnecting your fire alarm causes the alarms in the other units on your floor to malfunction. If you have a problem with your FIRE ALARM please notify the Association office.
- 10. SATELLITE DISHES: No outside antennas, antenna poles, antenna masts, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted on the Condominium Property. No outside satellite receptor dishes or devices or any other type of electronic device now in existence, or that may hereafter come into existence, that is utilized or designed to be utilized for the transmission or reception of electronic or other type of signal shall be allowed without the prior written approval of the Association. Owners and their agents are prohibited from drilling holes through Common Element exterior walls to install satellite dishes. Satellite dishes are permitted if attached to a sturdy base and set on a balcony or patio. Except as stated herein, satellite dishes shall not be installed on the Common Elements, such as a walkway, hallway, railings, exterior landscaping or lawns, shrubbery beds, the deck outside the entrance doors, Common Element exterior walls or roofs. Satellite dishes shall be no larger than one meter in diameter.
- 11. PETS: Each Unit Owner or occupant (regardless of the number of joint owners or occupants) may maintain no more than two (2) household pets in their unit (example 1 dog and 1 cat or 2 dogs or 2 cats), to be limited to dogs and/or cats. Pets are to be kept in the living area of the Unit (not the patio or balcony). Pet owners are responsible for picking up after their pets. Pets are not allowed on the pool decks or in pool enclosures or in tennis courts. Pets must be on a leash when outside your unit. The Declaration of Condominium prohibits certain breeds of dogs. The prohibition includes but is not limited to the following breeds: Pit Bull, Rottweiler, Doberman, Presa Canario, Chow, Wolf Hybrid, Akita, Huskie or other breed considered dangerous by the Board of Directors.
- **12. PETS WITHIN THE COMMON ELEMENTS:** No pets may be left unattended anywhere within the Common Elements of the Condominium. Further, no pets may be within the Common elements of the Condominium, unless they are on a leash, which is a maximum of six (6) feet long. No pets are allowed on the pool deck or tennis courts, even with a leash.
- **13. EMPLOYEES OF THE ASSOCIATION:** Employees of the Association are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors and FirstService Residential shall be solely responsible for directing and supervising the employees of the Association.
- **14. VEHICLE:** All vehicles must have license plates, must bear a current state vehicle registration decal, Regency Park Decal and must be in operating condition. No commercial vehicles are permitted on property.
- 15. VEHICLE REPAIR: No repair of vehicles shall be made on the Condominium Property.

- 16. STORAGE OF VEHICLES: Vehicles loaned, leased, or used by an owner or resident shall not be stored on the Condominium Property for any period of time. If a vehicle is to remain on the Condominium Property for periods in excess of seven (7) days, due to illness or vacation, the Owner or Resident must notify the Association's Management Office, in writing, of the reason for the lack of use. No vehicle will be used simply for storage of personal or business property at any time.
- 17. WHEEL SKIDDING: Skidding of wheels on starts, stops, or turns is prohibited.
- **18. ABNORMAL AND EXCESSIVE SOUND / NOISE:** Abnormal and excessive sound and noise shall be deemed a nuisance between the hours of 9:00 P.M and 8:00 A.M. (Always keep in mind that walls are shared so that all activities in a unit need to stay in a unit; that includes noise.)
- 19. OFFENSIVE ACTIVITY: No noxious or offensive activity shall be carried on upon a Lot, Unit or Parcel nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof; and, further, all domestic animals shall either be kept on a leash or kept within the enclosed area. [Article VI, Section 2 of the Revised Declaration of Covenants, Conditions and Restrictions for The Crossings Master Association, as recorded January 29, 1997]
- **20. CLUBHOUSE AND FITNESS AREA:** The clubhouse and fitness area are <u>smoke free, pet free, alcohol and drug free</u> areas. Posted rules are to be followed.
- **21. POOL AREAS:** The pool area is <u>pet-free</u>, <u>alcohol and drug-free areas</u>, children under 16 to be accompanied by an adult. For the spa, children 16 and under must be supervised by an adult 18 or over. No food or drinks are allowed on the pool deck. Posted rules are to be followed.
- **22. ROLLING ACTIVITY:** Skateboarding, bicycling, rollerblading, roughhousing, etc. are not allowed in the hallways, staircases, pool decks, tennis courts or multiuse court.
- 23. NUISANCES: No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants. No activity specifically permitted by this Declaration shall be deemed a nuisance. [Declaration of Condominium of (formerly Reserve) Regency Park at Lake Mary, a Condominium, Item 17.6, page 29]
- 24. CONDITION OF BUILDING AND GROUNDS: It shall be the responsibility of each Owner to prevent the development of any <u>unclean</u>, <u>unsightly</u>, <u>or unkempt conditions</u> of buildings or grounds on such Lot, Unit or Parcel which shall tend to substantially decrease the beauty of the community as a whole or the specific area. [Article VI, Section 1 of the Revised Declaration of Covenants, Conditions and Restrictions for the Crossings Master Association, as recorded January 29, 1997]

- 25. EXPENSE OF MAINTENANCE, REPAIR, REPLACEMENT: Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association. (This includes damage done by negligence such as leaking A/C units. Filters should be changed quarterly unless directed otherwise by the owner, or their designee)
- 26. SIGNS FOR SALE OR RENT: No signs, including "For Sale" or "For Rent", advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted, or affixed in, or upon any part of the Condominium or Association property, except signs used or approved by the developer or the Board of the Association. Additionally, no awning, canopy, shutter, or other projection shall be attached to or upon the outside walls or roof of the building or on Common Elements, without the prior written consent of the Board of Directors of the Association. Notwithstanding anything herein or in any of the Condominium documents to the contrary, any Unit Owner may display one (1) portable, removable United States flag in a respectful way; and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day any Unit Owner may display in a respectful way, portable, removable official flags, not larger than 4.5 feet by 6 feet that represents the United States Army, Navy, Air Force, Space Force, Marine Corps or Coast Guard.
- 27. WINDOW A/C UNITS, MATERIALS ON WINDOWS: No window air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
- 28. STORAGE OF FLAMABLE OR EXPLOSIVE MATERIALS: No flammable, combustible, or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements. Charcoal broilers, gas grills, open flame burners, and smokers may not be used or stored on, in or about balconies, patios or any of the Common Elements.

#### NFPA 1 - Uniform Fire Code, 2003 Edition

- 10.11 Open Fires, Incinerators, and Commercial Fireplaces.
- 10.11.7 For other than one- and two-family dwellings, no hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within 10 ft (3 m) of any structure. Listed electric ranges, grills, or similar electrical apparatus shall be permitted.
- 29. CUMULATIVE WITH RESTRICTIONS OF MASTER COVENANTS: The foregoing restrictions shall be in addition to, cumulative with, and not in derogation of those set forth in the Master Covenants.
- **30. USE OF MASTER ASSOCIATION PROPERTY AND THE COMMON PROPERTIES.** Without limiting the generality of any provision of the Master Covenants or this Declaration, all Owners shall comply with any & all rules and regulations which may be promulgated & adopted, from time to time, by the Crossings Master Association with respect to use by Owners (their lessees, guests, tenants & invitees) of any portion of the Master Association Property (including without limitation the Common Properties as defined in the Master Covenants).

- 31. HARD SURFACE FLOORING INSTALLATIONS: An ARB (Architectural Review Board) form must be submitted when replacing floor materials with anything other than carpeting. The standard is as follows (and must be submitted in the specs for the material for the installation) and must be included in the documentation for the request: Floor Coverings with Sound Transmission Clarification (STC) 55 and Impact Insulation Class (IIC) 55.
- **32. PERSONAL PROPERTY:** All personal property of Unit Owners and occupants outside units must be stored in their respective units. Please remove <u>ALL</u> personal items <u>outside doorshallways immediately</u>. Please remove curtains/shades on balconies as well.

If a resident requested approval for items on the patio in writing previous to February 19, 2013, and has an approved ARB request form on file, they are grandfathered which an old rule continues to apply to some existing situations.

- **33. PERMITTED PARKING:** Parking of motor vehicles will be permitted on Association property only at the following locations:
  - **33.1 Designated Parking Areas:** Vehicles may be parked only in designated parking areas on the Condominium Property on a first come, first serve basis.
  - A valid <u>parking permit</u> shall be displayed on the rear window on the bottom left-hand corner of the driver's side.
  - All registered vehicles must be registered to the name of the person(s) on the lease, warranty deed and/or corporate/trust documents.
  - Parking Areas featuring Electric Vehicle Charging Stations are reserved for electric vehicles on a first come, first serve basis. Electric Vehicles (EV) owners shall register with the vendor of the charging station and establish an account. The electric vehicle shall also be registered with the Association. EV owners shall be solely responsible for all costs associated with parking their vehicle in these areas including but not limited to electrical charges, membership fees, and idle charging fees. It is the sole responsibility of the vehicle owner to familiarize themselves with all costs associated with using the charging station prior to beginning use of the charging station. The Association is not responsible for any fees charged to the vehicle owner for use of the charging station. EVs may not park in a parking space with an EV charging station for more than twelve (12) consecutive hours.

#### 34. PROHIBITED PARKING:

- **34.1 No Parking Areas:** Parking is prohibited in locations within the Association which are designated by signs or street markings as "No Parking".
- **34.2** Access Areas: Parking is prohibited in front of walkways and within fifteen (15) feet of fire hydrants. Parked vehicles must not restrict access to driveways, streets or pedestrian traffic.
- **Other Community Property:** No motor vehicle will be permitted to park or operate on "greenspaces" or walkways within the Association, except emergency or maintenance vehicles. These restrictions apply to all motor vehicles, including "off highway" vehicles (as defined by Chapter 317, Florida Statute).
- **34.4 Electric Vehicle (EV) Parking:** Parking areas featuring EV charging stations are reserved exclusively for EVs. Any EV parked in these areas shall be actively charging at the charging station. Non-electric vehicles, EVs unregistered with the

Association, or EVs parking in parking areas featuring EV charging stations over the twelve (12) hour limitation will be deemed in violation of these parking rules and subject to towing.

- Prohibited Vehicles: Vehicles on which commercial equipment or lettering is exposed in or upon the vehicle, vans without permanent rear seats and/or side windows in the rear of the van, trucks over ½ ton (which shall include mobile homes and campers), boats or water sport vehicles, trailers, inoperable motor vehicles (which shall include, without limitation, any vehicle which cannot operate on its own power, is in state of disrepair, and/or which would not pass applicable state inspection criteria), recreational vehicles, and/or non-passenger vehicles shall be kept upon any portion of the Association (except for bona fide emergencies). The foregoing restrictions shall not be deemed to prohibit temporary parking of commercial vehicles making delivery to or from, or while used in connection providing service to, any unit or the condominium property. No major repair to any motor vehicle may take place on the condominium property, nor shall any vehicle be placed upon blocks, jacks, or similar devices, anywhere on the condominium property. Cars used by government law enforcement are expressly permitted.
- **34.6** Expired license plates are prohibited.
- 34.7 Vehicles <u>cannot be covered</u>. License plate & parking permit must be visible at all times.

#### 35. ENFORCEMENT OF PARKING:

The Board of Directors is responsible for enforcing the Rules and Regulations. In fulfilling its obligation to enforce the Rules and Regulations the Board may enlist the assistance of a managing agent and or other agents (such as towing operator). Unit owners or residents who observe a violation or wish to lodge a complaint should contact a Board member or its managing agent and make such complaint in writing. It is recommended that any complaint submitted be accompanied with documented proof such as a photograph of said violation. The complainant will be kept anonymous when addressing the violation. As set forth in the Rules and Regulations, any vehicle found to be parking in violation of these rules and regulations may be immediately towed from property at the expense of its owner and without prior warning.

#### **36. GUEST PARKING:**

A resident or owners having guest stay at the unit for more than <u>four (4) days</u> are to notify management and obtain a guest pass. Guest passes cannot exceed more than <u>seven (7) days</u> unless approved by management. Guest vehicles must comply with rules listed under number 35 "Prohibited Parking".

#### 37. WATER DAMAGE PREVENTION:

- The main valve on the water line serving a Unit (typically above the water heater) shall be turned to the OFF position & the air conditioning temperature shall be set to maximum temperature of <u>eighty</u> (80) degrees if the Unit is to be unoccupied for <u>fourteen</u> (14) consecutive nights or more.
- All incidents of <u>mold or water intrusion</u>, including but not limited to water spots on drywall, plumbing leaks, leaks around windows and doors, leaks from appliances, leaks from windows, leaks from doors, and any other leaks shall be immediately reported to the Association. Evidence of damage caused by previous water intrusion shall be immediately reported to the Association.

- 37.3 All regular and routine maintenance required to prevent water intrusion, which is the obligation of the Unit Owner, shall be timely and adequately performed. This maintenance includes, but is not limited to, the inspection, cleaning and regular servicing as provided by the manufacturer of all appliances servicing the Unit, including the air conditioning system, humidity control system if applicable, refrigerators, freezers, water heaters, water tanks, washing machines, and garbage disposals; the regular maintenance and replacement of sealants and/or weather stripping around windows, doors, plumbing fixtures, and plumbing connections. All water feeder lines shall be upgraded to stainless steel braided hoses from all shutoff valves to all appliances & fixtures (ie. toilets, faucets, washing machines, fridge water dispenser & ice maker) as the lines become due for replacement. All items listed herein shall be replaced prior to the end of its intended and/or expected useful life. The Board may choose to provide a list of suggested maintenance intervals for specific systems within the community and may wish to consult with a maintenance professional in creating such a list.
- 37.4 Air Conditioning Systems shall be serviced, at a minimum, once every 12 months. The service shall include a condensation line clear out. All air conditioning systems shall utilize a "kill switch" or similar device that prevents condensation overflows. Exterior Condenser Coils: Installation of new air conditioning systems requiring new exterior condenser coils shall use microchannels for air-conditioning condenser coils to connect the air handler with the condenser for those condenser coils that have to be hung outside Unit. Said microchannels shall be fastened/mounted into siding and painted to match building color. At each fastener location, the mating surface is to be pre-drilled at the point of fastening, so that tightening of associated fasteners will not result in any material cracking. All anchors are to be 'wet set' with Tremco Dymonic 100 sealant, with sealant fully engaging the anchor and making a positive connection from the anchor to the weather resistive barrier behind the siding. Holes that are drilled into the building envelope to facilitate the installation of HVAC tubing or coils, shall be sealed with room-temperature vulcanizing (RTV) silicone in a continuous bead in strict accordance with manufacturer's instructions.
- 37.5 Unit Owner maintenance that requires access to the roofs of the Condominium buildings shall be performed only by appropriately licensed and insured contractors with prior written approval from the Association. Unit Owners are not permitted access to the roof. Contractors shall coordinate with the Association on scheduling and access. The Association may condition their approval upon verification of appropriate licenses and insurance. Requests for access to the roof shall be submitted in writing to property management.
- **Patio/Balcony:** Written approval is required from the Board of Directors prior to the installation of any addition, alteration, and/or improvement. River rock is prohibited on screened terraces or balconies. All tile, bedding, and grout installed on screened terraces and balconies shall be of such materials and so applied as to be waterproof. Any flooring installed on the terraces and balconies of a Unit shall be installed to ensure proper drainage. The Unit Owner shall be responsible for the cost of removal, reinstallation and/or replacement of any tile, bedding, and grout installed on screened terraces and balconies that is required to be removed for maintenance and repair of the Condominium Property that is the responsibility of the Association. **Screen Enclosure Supplemental Rules:** Foremost, screen enclosures are not to be fastened through the balcony deck (bottom) (which is what

is commonly done through the sill frame). All fasteners that anchor screen enclosures must be installed at the vertical side walls of the balcony only. All second and third floor balconies will have siding transition points for screen installation; owners shall not deviate from these locations for installation of new screens under any circumstance, as doing so may compromise the continuous nature of the water management system. At each fastener location, the mating surface is to be predrilled at the point of fastening, so that tightening of associated fasteners will not result in any material cracking. All anchors are to be 'wet set' with Tremco Dymonic 100 sealant, with sealant fully engaging the anchor and making a positive connection from the anchor to the weather resistive barrier behind the siding. A minimum 1/4 in. clearance gap must be maintained below any components of the screen enclosure installed so as to allow water to freely drain from the deck. Any support pads in contact with the deck surface must be of smooth plastic type that will not adversely affect the materials on which they bear.

- 37.7 Retrofitting of Windows, Exterior Doors, & Sliding Doors: Owners desiring to retrofit their Unit's windows, exterior doors and sliding doors <u>must submit an ARC Standards & Procedures for the Retrofitting of Windows, Exterior Doors, & Sliding Doors</u> as an Exhibit to these Rules, Regulations, & Policies and further discussed in Section C(6) below.
- 37.8 Unit Owners shall provide the Association with a primary and secondary telephone number to be used to contact the Unit Owner for purposes of emergency notification. Should a Unit be expected to be vacant for more than fourteen (14) consecutive nights, the Unit Owner or occupant shall provide notification to the Association in writing with contact information, and an expected date of return. Such notification may be provided via email to property management.
- **37.9** Unit Owners are required to provide the management office with an <u>emergency set of keys</u> to their Unit to access the Unit in cases of emergency.

#### 38. DAMAGES:

Unit Owners shall be responsible for any and all incidental, indirect, special and/or consequential damages, including but not limited to property damage, compensation for injuries, judgments, & attorneys' fees (regardless of whether a legal action is brought) due or claimed to be due for violations of these Rules and Regulations.

#### **B. YOUR RESPONSIBILITIES:**

- 1. **IN YOUR ABSENCE:** A Unit Owner or occupant who plans to be absent during the <a href="https://hurricane.geason">hurricane</a> their Unit prior to their departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage. (It is always a good idea to have someone checking on your property weekly if you are away.)
- 1.1 It is the responsibility of each Unit Owners and their tenant(s), invitee(s), visitors, family, guests, tradesman, callers, invitees, and others who may have legitimate reason for access or cause to be on the property (hereinafter "Users") to fully comply with these Rules and Regulations. Unit Owners are responsible to communicate and properly instruct Users of these Rules and Regulations regarding the operation and effect of the parking rules.

- 1.2 Unit Owners shall include a copy of this Parking/Towing Policy and these parking rules with all lease agreements. Lease agreements should be provided to the Board or its managing agent. The Board shall enforce these Rules and Regulations and, in doing so, is authorized to utilize the services of a qualified towing operator to remove any vehicles which may be in violation.
- 2. CHILDREN: Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property & including full compliance by them with these Rules & Regulations & all other rules & regulations of the Association. Loud noises will not be tolerated. All children under sixteen (16) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.

#### 3. LEASES:

As per the Declaration, Leasing of Units is permitted without the consent of the Board of Directors. No portion of a Unit (other than an entire Unit) may be rented. All leases shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Master Covenants, this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium.

Regardless of whether or not expressed in the applicable lease, the Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association.

**The current policy** is that Owners must maintain a current lease in good standing with their tenant(s) in order for them to maintain automatic gate access, fitness center and pool privileges. Otherwise, gate access will be with directory code or temporary code only. Leases are not permitted to be for a term of less than ninety (90) days. Month to month leases are NOT permitted.

All communications, including maintenance requests, are to be addressed to the Property Manager on the lease, or with the owner. They will work with the Regency Park management to take care of the issue.

4. VALET TRASH SERVICE: The valet trash service is provided five (5) days per week (Sunday, Monday, Wednesday, Friday & Saturday), except as posted. Trash may be placed in a sealed or tied plastic bag & placed in the bin with the lid shut & that any additional trash (bags, boxes, cans, bottles, etc.) is to be taken by the resident to the compactor & placed in the container. The second violation will result in a \$25.00 cleaning fee being assessed to the owner. The third & subsequent violations will each carry a \$25.00 cleaning fee.

#### C. POLICIES:

- 1. **DAMAGE TO ENTRY GATES:** Anyone damaging the gates is responsible for the cost of repairs. There is a <u>minimum of \$100 charged</u> for anyone tailgating or other action causing the bar(s) to fall to the ground. These actions are recorded by the cameras, as per the signs as well.
- 2. **COMPACTOR:** The compactor is solely for residential use, trash taken by a resident from their home that does not fit in their bin. All items must fit in the compactor. **There is a \$100 fine for dumping bulk items**. All contractors must haul their debris off the premises; there is a \$100 fine for each offence.
- **3. COMMERCIAL VEHICLE PARKING:** No oversized commercial vehicles may be parked overnight on the property. Commercially painted vehicles, used by the resident as transportation for their job may not park in the residential sections of the community.
- **4. KEYS:** An emergency maintenance key, to be secured at the office, is to be maintained for each unit on the property. A minimum of twenty-four hours' notice will be given for any entry, as for a required inspection, unless an emergency, such as a leak or other damage, arises.
- **5. SIGNAGE**: All rules and instructions posted throughout the community are to be followed.
- **6. RETROFITTING OF WINDOWS, EXTERIOR DOORS, & SLIDING DOORS:** The Association has adopted ARC Standards & Procedures for the Retrofitting of Windows, Exterior Doors, & Sliding Doors. Owners desiring to retrofit their Unit's windows, exterior doors and sliding doors <u>must **submit** an ARC Form</u> and <u>follow said ARC Standards & Procedures for the Retrofitting of Windows, Exterior Doors, & Sliding Doors attached as an Exhibit to these Rules, Regulations, & Policies.</u>

#### D. <u>COMPLIANCE PROCEDURE</u>:

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

Failure of an Owner or occupant to so comply shall be grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.

The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in Section 17 of the Condominium Declaration for good cause shown. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any Covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation, or By-Laws, provided the following procedures are adhered to:

1. <u>Notice</u>: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days & said notice shall include: (i) a statement of the date, time, & place of the hearing, (ii) a statement of the provisions of the Declaration, Association Bylaws, or Association rules which have allegedly been violated; & (iii) a short statement of the matters asserted by the association.

- 2. <u>Hearing</u>: The noncompliance shall be presented to the committee of other Unit Owners (Code Violations / Fining Committee), who shall hear reason(s) why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have opportunity at the hearing to review, challenge, and respond to any material considered by the Committee. A written decision of the Committee shall be submitted to the owner or occupant no later than twenty-one (21) days after the meeting.
- **3.** <u>Fines</u>: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
- **4.** <u>Violations</u>: Each separate incident, which, is grounds for a fine shall be the basis of one separate fine. If the violation continues, each continuation of it after a notice thereof is given shall be deemed a separate incident.
- **5.** Payment of Fines: Fines shall be paid no later than thirty (30) days after notice of imposition thereof.
- **6.** <u>Application of Fines</u>: All monies received from fines shall be allocated as directed by the Board of Directors.
- 7. <u>Non-exclusive Remedy</u>: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant. While fining is a remedy we have for violations, there is nothing that requires that we fine. We can pursue injunctive relief instead as an alternative remedy

Thank you in advance for helping keep Regency Park a community which we can all be proud to call home.

Please feel free to contact management at: Email: Manager@RegencyParkCondo.com 407-328-8208 with any questions.

Regency Park at Lake Mary Condominium Association <a href="http://RegencyParkLakeMaryCondo.com">http://RegencyParkLakeMaryCondo.com</a>

## Signature Page

## I have received a copy of the Rules and Regulations from Regency Park at Lake Mary

Address		
Name (print)		
Nama (signatura)		
Name (signature)		
Date	_	



# Exhibit to Rules & Regulations of Regency Park



## ARC Standards & Procedures for the Retrofitting of Windows, Exterior Doors, & Siding



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### **Objective**

The objective of these standard operating procedures and installation instructions for the retrofitting of new materials and Windows into the recently renovated structures is to provide guidance to the Owner, design professional, and to the installation contractor. When properly integrated, the newly installed materials and Windows can function in concert with the previously installed system when installed as an assembly. Failure to adhere to these protocols may result in damages to your unit, as well as adjacent units. Chapters 6-12 are provided to help familiarize you the Owner with some of the best practices and consideration associated with the different phases and trades you will encounter during the course of your project.

## 1. Choosing the Right Professional

#### 1.1. Check to make sure the contractor is licensed and insured

To avoid being ripped off, scammed or sued, it is absolutely crucial that you check to make sure a contractor is licensed and insured. Without proper insurance, you could be liable if a subcontractor or worker becomes injured while on the job. In addition to bodily harm or injury, a contractor's insurance should cover property damage. Unfortunately, there are contractors out there who claim to be licensed and insured when, in fact, they are not. To ensure that you are hiring a reputable and licensed contractor, be sure to ask for a contractor's credentials during the interview process. Check with your state and local government to confirm that the contractor meets all licensing requirements. For further information, check the Better Business Bureau, as well as the DBPR's licensing resource page (See Link Below).

https://www.myfloridalicense.com/wl11.asp?mode=0&SID=

https://www.bbb.org/

#### 1.2. Check reviews and references

Finally, be sure to check a contractor's reviews. We recommend first searching for a contractor's Better Business Bureau profile to obtain information about their complaint history and customer reviews. According to the BBB, "BBB Accredited Businesses make a commitment to uphold BBB's accreditation standards including: to build trust, advertise honestly, tell the truth, be transparent, honor their promises, be responsive to their customers, safeguard privacy and embody integrity." In addition to checking the BBB profile, ask the contractor for local references you can call.

#### 1.3. Obtain multiple bids

First and foremost, you'll need to obtain bids from at least three different contractors. Don't ever accept a bid over the phone. Make sure you have met the contractor in-person and walked them through the home. Conducting a walk-through with the contractor and explaining the renovation in detail is the best way to ensure you receive an accurate cost estimate. It's also a good idea to provide the contractor with an itemized list of any and all changes you wish to make to the home. This will ensure that you receive the most accurate bid possible. Once you receive bids, compare the estimates and offerings. If a bid is exceptionally high or low compared to other bids, be sure to ask why.



#### 1.4. Consider the needs of your specific project

In addition to costs, it's important to consider what projects a contractor specializes in, if any. Be sure to ask the contractor about prior experience. A reputable contractor should be able to give you photos and references from past projects. Think about the specific needs of your project. Are you remodeling one room or an entire home? Do you need someone who also has experience with landscaping and dry scaping? What about someone who has experience renovating a wood-frame house versus a concrete-block home? These are the types of questions you should ask yourself when determining which contractor is for you. For instance, if you need to replace windows, but a contractor only has experience installing concrete sidewalks, then that contractor may not be the right person for the job.

#### 1.5. Take note of their communication style

When interviewing a contractor, take note of their communication style. In other words: pay attention to how they communicate with you. Is it mostly by phone and text or does the contractor prefer to email? Are they slow to respond or do they reply quickly to any and all inquiries? If you need someone who gets back to you at lightning speed, then don't hire a contractor who ignores your calls and texts for long periods of time. If you prefer to talk in-person, then be sure the contractor is available for meetings at the home. In addition to the ways in which a contractor communicates with clients, be aware of their specific style of communication. Are they assertive or passive? Home renovations can take anywhere from a few weeks to a few years, so it's important that you jibe with the contractor and their specific communication style.

#### 1.6. Consider their availability

How available is the contractor? If the contractor is in high demand, then you'll likely have to pay more for their services. In addition, you may have to wait for the contractor to complete other projects before they can take on your home renovation. A contractor who is extremely busy may even try to price themselves out of your project with an exceptionally high bid. Keep in mind, though, that a contractor who is in high demand is also one who is clearly good at their job (and may be worth the wait!). However, if you need someone who can start work on your project asap, then you'll need to find a contractor with more availability.

#### 1.7. Meet their team and subcontractors

Keep in mind, you'll be interacting and dealing with the contractor's team and subcontractors on a regular basis. When interviewing a contractor, make sure to ask who they use for certain renovation projects. For instance, if you're renovating an entire home, you'll likely deal with multiple service professionals, including electricians, plumbers, HVAC professionals, flooring professionals and more. You'll want to do the same due diligence on your subcontractors as you do for your contractor. Be sure to also ask about the contractor's management style. For instance, do they personally oversee every aspect of the renovation in-person? How much time do they spend overseeing the subcontractors? Do they conduct a background check for all subcontractors?

#### 1.8. Required Contractor Selection Submittals to the Association

1.8.1. Two [2] Copies of the completed "ARC FORM & ARC CHECK LIST" (See Pages 21-22).



## 2. Permitting Requirements

#### 2.1. Permitting, Inspections, and Approvals

The removal and replacement of the existing fenestration(s), exterior door(s), slider doors or cladding shall require the issuance of a permit from Seminole County Building Department. No exceptions shall be made (See page 6 for Seminole County Building Department's contact information).

2.1.1.Tests, inspections and approvals of portions of the Work by applicable Laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Owner shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Association, or with the appropriate public authority, and shall, except as otherwise set forth below, bear all related costs of tests, inspections and approvals. The Owner shall give the Association's Representative timely notice of when and where tests and inspections are to be made so that the Association's Representative may be present for such procedures.

#### 2.1.2. Required Permitting Submittals to the Association

- 2.1.2.1. Email Copy of the completed permit application.
- 2.1.2.2. Email Copy of all engineer/architectural drawings (If required).
- 2.1.2.3. Email Copy of all shop drawings.
- 2.1.2.4. Email Copy of all Notice of Acceptances (See page 20).
- 2.1.2.5. Email Copy of the Owner/Contractor agreement. This must be submitted for review prior to being executed.
- 2.1.2.6. Email Copy of all warranties.

## 3. Florida Product Approvals (PA's) & Notices of Acceptance (NOA's)

#### 3.1. Overview

The Florida Product Approval System was implemented by the Florida Building Commission in 2003 in accordance with Florida law. Products covered by the system are those that affect the structural integrity of buildings during hurricanes. The categories of products include:

- Exterior Doors
- Panel Walls/Soffits
- Roofing Materials
- Shutters
- Skylights
- Structural Components
- Windows

Product Approvals (PA's) and Notices of Acceptance (NOA's) are critical parts of permit applications. They are documents provided by the manufacturer of a construction product that demonstrates a product is approved for use in Florida when installed in specific conditions and using specific methods. For Seminole County, provide only the specific Product Approval number, INCLUDING the number after the decimal point, as part of the permit application package. Applicants should ensure that the Product Approval to be



used is for the site conditions (wind speed, exposure, flood zone, etc.) and that the product will be installed as detailed in the approval document. Plans examiners will print and stamp two (2) copies of the Product Approval document. One copy will be kept for the official record and one will be provided to the applicant to make available at the job site so that inspectors can verify compliance with the Product Approval and installation instructions. If the installation instructions are not followed, the inspection will be failed with a reinspection fee assessed (let alone the possible invalidation of any product warranty).

There may be times when the product one wants to use does not have a Product Approval for the location or the way one wants to use it. In this case, site-specific engineering must be submitted for approval. The engineering documents must have the original seal and signature of the design professional. If the design professional for the site-specific engineering is not the same as the design professional for the structure, proof of approval of the site-specific engineering must be provided also from the design professional of the structure. This ensures compliance with the design of the structure.

Product Approvals can be researched at two (2) websites as follows:

- www.floridabuilding.org/pr/pr app srch.aspx (FL #'s)
- www.miamidade.gov/building/pc-search app.asp (NOA #'s)

For more information about Florida Product Approvals, please call (407) 665-7050 and ask to speak to a plans examiner or email: <a href="mailto:bpcustomerservice@seminolecountyfl.gov">bpcustomerservice@seminolecountyfl.gov</a>

## 4. Properly Documenting Your Project

- 4.1. While not required, it is highly advisable that you document your project. In the event that an issues arise that was caused, or made have been caused by your project, your documentation may help insulate you from unwarranted liability. The following are a few simple proactive measure you can employ:
  - Photo document the project daily:
    - o Take "Before & After photos. This should include the interior and exterior of your unit.
    - o Make sure to take photos of the various stages of construction
      - Demolition
      - Framing
      - Insulation
      - Sheathing
      - Dry-in
      - Cladding Installation
      - Coatings and Sealants
      - Clean-Up
    - o Make sure to save the photos somewhere safe.
  - Retain the following documents for your records in a safe place.
    - Bid proposals
    - o Contracts and change orders.
  - Request the following from the Contractor
    - o Daily reports
    - o Time cards
    - o Materials and equipment delivery tickets
    - Safety and quality control checklists
    - Completed toolbox talks
  - Don't be afraid to ask questions



## 5. <u>Demolition Considerations and Best Practices</u>

- 5.1. **DEMOLITION PLANNING** Safe and efficient building demolition requires careful planning. This guide reviews several important considerations for any demolition project. Key Questions to Answer Before beginning any demolition project you should consider and be prepared to answer the following questions:
  - How will the spread of dust be minimized during demolition and removal?
  - How the project effect the adjacent mechanical (HVAC), electrical, or plumbing system?
  - Ask you contractor if structural shoring will be required.
  - How will weather affect the site?
  - How will neighbors be notified prior to the start of the project?
  - How will the site be secured to prevent unauthorized access?
  - If there are sidewalks or other walkways near the project, how will pedestrians be
  - protected?
  - If there are adjacent or neighboring structures what means and methods are necessary to
  - protect them from damage?
  - How will the public stormwater system and right-of-way be protected from any sediment-laden runoff, track out from construction vehicles, or other materials leaving the site?

#### 5.2. Best Practices to Prevent Damage to the Existing Mechanical, Electrical, & Plumbing Systems

• If required, or you suspect that the project may compromise the existing M.E.P. systems, it is best to contact a professional in that specific trade to help mitigate costly mistakes.

#### 5.3. Best Practices to Prevent Dust

#### **CAREFUL DEMOLITION**

- Use "Picker method" rather than wrecking ball.
- Demolish building in approximately reverse order of construction.
- Don't drop! Lower debris from upper floors to the ground in receptacles, by hoists, or in tightly enclosed chutes.

#### FENCING, SCREENING OR SHIELDING

• Use high fencing or barriers around the site to contain wind-blown debris.

#### **COVERED AND DRIP FREE LOADS**

• Cover loads on trucks to ensure that debris and dust are contained during removal from the site.

#### **NOTIFYING NEIGHBORS**

Written notice must be provided to adjacent units and units across the street from the project site, at least **48 hours** prior to start of work. The notice must include the name and phone number of someone who can be contacted with any questions or concerns about the pending demolition work.



## 6. Reporting Concealed Damages

- 6.1. In the unlikely event that concealed damages are uncovered, it is your obligation to report these conditions to the Association via the property management. This includes, but may not be limited to:
  - Termite Damage (Take note if damage is previous, or active (Alive termites present).
  - Damaged framing or sheathing
  - Microbial Growth
  - Active water leaks

If uncovered, all construction related activities must stop until the Association can assess the damages. Please report to:

Regency Park at Lake Mary Condominium Association, Inc 733 Secret Harbor Ln, Lake Mary, FL 32746 407-328-8208 - Manager@RegencyParkCondo.com

## 7. Framing Considerations & Best Practices

#### 7.1. General Considerations

#### 7.1.1. Nails

- Use 16-Penny Steel Coated Sinker Nails. Note: Codes specify length, girth, and number of nails in critical joints.
- Don't overdrive. A nail head sunk too deep into the wood can't pull its full weight.

#### 7.1.2. **Framing**

- Space consistently. Placing joists, studs, and rafters exactly 16 inches apart gives solid support to panel ends.
- Use dry wood. Lumber stamped "S-dry" or "KD" (kiln dried) is less likely to warp and twist.
- All lumber utilized as structural framing shall be #2 SYP (Southern Yellow Pine).
- Keep wood dry. Block stacks off the ground and cover them with tarps.
- Vertical framing members should be installed plumb and level.

#### 7.1.3. Framing Details

Please provide your installation contractor with the project specific framing details found with the Regency Park at Lake Mary Condominium Association, Inc: 733 Secret Harbor Ln, Lake Mary, FL 32746, Phone 407-328-8208, E-mail: Manager@RegencyParkCondo.com.



## 8. Insulation

#### 8.1. General Considerations

#### Fill all voids

The key to a quality insulating job is tight-fitting batts that completely fill the stud cavity with no voids or gaps. You can do top-quality work with only a few basic tools. You'll need a utility knife with a good supply of sharp blades, a tape measure and a straightedge, and a 3- or 4-in. putty knife for stuffing insulation around doors and windows. Fiberglass can irritate your throat and skin, so wear protective gear. Buy a two-strap mask rated for fiberglass insulation (look for N-95 rating) and wear a hat, gloves, a long-sleeve shirt and goggles to keep fibers out of your eyes.

#### • Fit batts tightly around electrical cables and boxes

Running a full batt in front of electrical cables leaves an uninsulated space behind. Avoid this by splitting the batt as shown. Then when you come to an electrical box, trim the insulation to fit snugly around it. Run your knife blade against the outside of the box to guide the cut. But don't cut too deep or you risk nicking the wires. If you have plumbing pipes on an outside wall, insulate behind them, but leave the side facing the interior uncovered to allow heat from the house to keep the pipes warm.

#### • Fit first, then cut to length

Out batts to length by setting the top of the batt into the space and cutting against the bottom plate with a sharp utility knife. Leave an extra 1/2 in. of length for a tighter fit. We're using unfaced batts that are sized to friction-fit into standard stud spaces (either 16-in. or 24-in. on-center studs). They're also available precut to lengths that fit standard 8-ft. and 9-ft. walls. Buying precut batts eliminates some work, but you'll still have to cut some batts to length. You could measure the space and cut the batt to fit, but a quicker method that's just as accurate is shown below. Leave an extra 1/2 in. of length for a snug fit. We're using unfaced batts because they're easier to cut and install. In most climates, you'll have to staple 4-mil plastic sheeting over the batts to form a vapor barrier. Check with your local building inspector for the recommended practice in your area.

#### • Trim batts in place

Leave the batt folded in half and hold one edge against the edge of the stud. Slice down the length while holding the top of the batt. Cut against the stud face. Accurate cutting is essential (actually, slightly oversized batts are best). A batt cut too small leaves gaps and one cut too large bunches up and leaves voids. If you're having trouble getting an accurate cut with the "eyeballing" technique, measure the width of the stud space and use the straightedge method instead. Add about 1/2 in. to the width to ensure a tight fit. It's better to compress the batts a little than to leave gaps. Don't worry if the batts bulge out a bit. The drywall will compress them tightly.

#### Fill gaps around windows and doors

tuff skinny strips of batting into spaces around windows and doors with a 3-in. wide putty knife. The insulation should fit snugly, but don't pack it. The shim space around windows and doors is a prime spot for air leakage. Stop these leaks by reaching to the back of this



space with the straw-type nozzle included with a can of expanding foam insulation and applying a bead around the perimeter. Let it cure at least an hour before stuffing the remaining space with a thin strip of fiberglass. Don't pack the fiberglass too tight or it will bow the jambs and cause trouble with the operation of the window. Warning: Do not use expandable foam, as this may damage the window.

#### 8.2. Insulation Details

Please provide your installation contractor with the project specific details found with the Regency Park at Lake Mary Condominium Association, Inc: 733 Secret Harbor Ln, Lake Mary, FL 32746, Phone 407-328-8208, E-mail: Manager@RegencyParkCondo.com.

## 9. Sheathing

#### 9.1. General Considerations

- Plywood clips on roof and wall panels as required. The 1/8-in. gap they create between each sheet prevents buckling.
- Lay sheets perpendicular to framing. Increases overall strength and stiffness.
- Glue and fasten 10 Penny Steel Coated Ring Shank Nails. Adhesives can improve bond strength by a third.

#### 9.2. Sheathing Details

Please provide your installation contractor with the project specific sheathing details found with the Regency Park at Lake Mary Condominium Association, Inc: 733 Secret Harbor Ln, Lake Mary, FL 32746, Phone 407-328-8208, E-mail: Manager@RegencyParkCondo.com.

## 10. Weather Resistant Barrier (WRB)

#### 10.1. What is Weather Resistant Barrier (WRB)

A weather-resistant barrier (WRB) is an important part of today's energy-efficient and healthy homes and commercial buildings. A modern WRB design shields the walls of a structure from water and air infiltration, along with moisture accumulation within the wall systems.

#### 10.2. General Considerations

#### • Weather Conditions

 Temperature does not impact the installation procedure. High winds can affect installation as WRB will be installed in large sheets. WRB should not be installed when it is raining or before the substrate has dried after a rain.



#### Substrate

Most WRB's can be installed over any substrate. The installer shall check for any sharp protrusions on the substrate. These protrusions shall be removed so that the WRB is not penetrated. The material must be intact to keep the water and air out. The substrate on the building will determine what fasteners will be used.

#### Overlaps

WRB and all other materials and components used as part of the installation are to be installed in a shingle fashion, the material or component above must overlap the material or component below it. The typical overlap shall be 4 inches (101mm) horizontally and 6 inches (152mm) vertically everywhere this is possible. Proprietary tape (per manufactures installation specifications) is then installed on every seam and each termination. WRB can also be installed vertically. This allows a single length to start at the top and continue to the bottom. The 6 inches (152mm) vertical overlap is required. All corners are to be overlapped 12 inches (304mm).

#### Penetrations

- o WRB must be carefully cut around penetrations. A bead of approved sealant is then installed on the substrate, approximately 1 inch (2.5 cm) back from the edge of the cut. The WRB is then pressed into the sealant to keep out both water and air. Flexible Self Adhered Flashing or SAF is then installed on the exterior of the WRB and joins the material to the penetration. For more detailed information, refer to the Manufacture's
- o Installation Manual.

#### Terminations

Terminations are treated similar to penetrations. A bead of approved sealant is installed on the substrate approximately 1 to 2 inches (25 to 50 mm) back from the edge of the WRB. The WRB is pressed into the approved sealant. In high wind locations, consider installing a furring strip where the material is terminated to provide additional structural support.

#### • Fastening Requirements

• Typically one fastener or more every 24 inches (601mm) in horizontal and vertical direction.

#### Windows and Doors

O Windows and doors are similar to penetrations. Depending on whether the windows are installed or not installed before the WRB is installed, the installer will follow AAMA Procedure A or Procedure B. The installer shall always install the materials and components, so that the product above overlaps the product below. For more detailed information, refer to the Manufacture's Installation Manual.

#### Fasteners

Different fasteners would be used if the substrate is poured concrete, concrete block, steel stud, and gypsum board or wood framing. The most common walls used in commercial buildings are either steel studs with a treated gypsum board or wood framing with OSB sheathing. The fastener shall penetrate the substrate by 2 inches (50 mm) and shall have a 1 inch (50 mm) plastic head. When steel studs are used, the fasteners shall be self-taping screws with a 7/8 inch (50 mm) plastic washer. The screw shall be 2 inches (50 mm) long



when ½ inch (12 mm) gypsum board is used. When wood studs are used, a 1 inch (50 mm) plastic headed nail or screw shall be used which is 2 inches (50 mm) long when the ½ inch (12 mm) OSB sheathing is used, or a 1 inch plastic cap staple with leg length to penetrate at least 5/8 inch into the wood stud can be used. When the substrate is concrete block or poured concrete, use an adhesive approved by the manufacturer to adhere the WRB to the substrate.

#### 10.3. WRB Details

Please provide your installation contractor with the project specific WRB details available through Association Records Requests found with the Regency Park at Lake Mary Condominium Association, Inc: 733 Secret Harbor Ln, Lake Mary, FL 32746, Phone 407-328-8208, E-mail: Manager@RegencyParkCondo.com.

After execution, the WRB needs to be inspected by a 3<sup>rd</sup> party Architect or Engineer to insure proper integration.

## 11. Windows Installation

This chapter considers the same materials, manufacturers, and practices employed during community renovation.

The instructions here must be observed by the licensed contractor who will replace the windows, as it will provide him with all the information on the practices and materials adopted at the renovation time.

There are 3 different models of windows installed, which can have different sizes according to the floor plan. The first step is to identify what type of floor plan it will be.

The different models of windows in the community are:

- Single windows: composed of a single hung window, this type of window is installed as it has delivered.



Single windows

- Side-by-side windows, or windows type W: it's composed of two single hung windows. This type of window requires a central aluminum mull bar to be installed after removing the existing window, where the left and right windows will be screwed. When completing this system assembly, are installed snap trims on the vertical aluminum bar as a finish, inside (adhesive snap trims) and outside (clipped snap trims).





Side-by-side window, with the central aluminum mull bar without the clipped snap trim finishing

- Arched windows: it's composed of a side-by-side window and an additional arched shape above the side-by-side windows. This type of window requires the same system of the side-by-side windows, plus a horizontal aluminum mull bar to be installed above the side-by-side windows, connecting them and the arched shape. Upon completion of this system, the same internal and external finishes mentioned in the previous system must also be done on the horizontal aluminum mull bar. Some floor plans have this type of window in the top floor condos.



Arched window, with the central and the horizontal aluminum mull bars without the outside clipped snap trim finishing.

#### NOTE:

It is required for Wood Frame Construction, **WINDOWS ORDERED** with **NAILING FINS** is necessary to assist with good installation.



#### 11.1. Windows Sizes per Floor plan:

The windows type per floor plan are:

		WINDOW TYPE - OPENING SIZE PER FLOORPLAN									
	WINDOW X	Single	Single	Side-by-	Side-by-Side	Side-by-	Slider Small	Slider Large	Arch	Arch	TOTAL
	FLOORPLAN	Small	Medium	Side Small	Medium	Side Large			Window 58	Window 70	
	Calypso	1	1	1	1						4
	Coral Reef	1	3	1							5
	CORAL REEF ARCH	1	3	-					1		5
	Cozumel	2						1			3
	Flamingo	1	1	1	1	1					5
TYPES	Mirage	2			1			1			4
₹	Palm Breeze	2					1				3
A	Paradise	1	2			1		1			5
灵	Sand Castle	2			1			1			4
FLOORPL	Sand Dollar	1	2		2						5
Ξ	SAND DOLLAR ARCH	1	2		1					1	5
	Sandbar	2			1			1			4
	Sea Breeze			1			2				3
	SEA BREEZE ARCH			-			2		1		3
	Seascape				1		1				2
	Sunset	3			1			1			5

Note 1: windows type "side-by-side" are composed of 2 single hung windows + 1 vertical aluminum mull bar between them.

<u>Note 2:</u> windows type named as "arch windows" are composed of 2 single hung windows + 1 vertical aluminum mull bar between them + 1 arched shape above the single hung windows + 1 horizontal aluminum mull bar between them and the arched window, connecting the system.

After identifying the floor plan of the unit, the resident needs to write down the opening names of the existing windows in his unit, according to the previous table. With this information, he will then be able to consult the table below, which will inform the composition of each type of window and indicate the quantity and dimensions to be purchased by type of window.

WINDOW DESCRIPTION	WINDOW SIZE	QTD PCS
Single Small	35.25" X 59" <b>(35 1/4" x 59")</b>	1
Single Medium	47.25" X 59" <b>(47 1/4" x 59")</b>	1
Side-by-Side Small	28.625" X 59" (28 5/8" x 59") each side (it is considering 2 pieces for opening)	2
58 1/4" X 59" old window	Vertical Mull kit with 59" x 1" wide	1
Side-by-Side Medium	34.625" X 59" (34 5/8" x 59") each side (it is considering 2 pieces for opening)	2
70 1/4" X 59" old window	Vertical Mull kit with 59" x 1" wide	1
Side-by-Side Large	46.625" X 59" (46 5/8" x 59") each side (it is considering 2 pieces for opening)	2
94 1/4" X 59" old window	Vertical Mull kit with 59" x 1" wide	1
Arch Window 58	28.625" X 58" (28 5/8" x 58") each side (it is considering 2 pieces for opening)	2
58.25" X 59" old window	Half-Circle Window 58.25" X 29.125" (58 1/4" x 29 1/8")	1
side-by-side window	Vertical Mull kit with 58" x 1" wide	1
	Horizontal Mull kit with 58.25" x 1" wide	1
Arch Window 70	34.625" X 58" (34 5/8" x 58") each side (it is considering 2 pieces for opening)	2
70.5" X 58" opening + arch above	Half-Circle Window 70.25" X 35.125" (70 1/4" x 35 1/8")	1
side-by-side window	Vertical Mull kit with 58" x 1" wide	1
	Horizontal Mull kit with 70.5" x 1" wide	1

<u>Note 1:</u> Every mull bar needs to be covered inside and outside after installation. Inside: please use an adhesive snap trim over the aluminum mull bar. Outside: please use a clipped snap trim over the aluminum mull bar

PVC frame NFS=1 3/8



Frame color: white

Rectangular shapes: double hung with steel reinforcement frame. SolarZone Elite, double strength, glass breakage warranty

Arched shapes: SolarZone Elite, tempered.

The mull kit is composed by:

- Aluminum bar with 1" wide, and its clips (vertical usage in side-by-side windows and horizontal usage bellow arched windows).
- Snap adhesive trim to the internal finishing.
- Clipped trim to the external finishing.

#### 11.2. Uninstalling existing windows:

To remove existing window:

1) Uninstall trims around window, without cut any part. The top trim can damage the metal flashing above it, be careful.





The top trim removal can damage the metal flashing above it, be careful.

Uninstall the top trim moving its bottom, turning it clockwise

2) After trim removal, you should locate the end of the window's (1) inner flap and cut the PolyWall WindowSeal® Tape (2) at this point around the perimeter of the window using a knife. On the top part of the window, repeat the same process cutting on the edge of the flashing metal installed below the tape. Remove the metal flashing pulling it. It was installed using nails and will be damaged per removal process.







3) From this point, locate the screws groping over the cut tape around window flap and start removing them with a screwdriver, unscrewing them. It is not necessary to remove the tape to unscrew the screws, but you must ensure that you remove them all before forcing the window out.

WARNING: If you don't cut all the tape, when pulling the window the tape will tear the TYPAR® BuildingWrap as it was glued over it.

4) After removing the flashing metal above the window, removing all the screws around the window flap (make sure you remove them all) and ensuring that the white tape has been cut to the edge of the window flap completely around the perimeter of the window, the window will be ready to be removed.

Remember: The window was fixed using silicone underneath its entire flap. With a penknife, cut this adhesion under the window flap, between the wood and the flap.





#### 11.3. <u>Installing new windows:</u>

1) After removing the old window, check the protective system that covers the window gap for damage. If it is damaged, the parts must be redone before installing the new window.



The flexible 9" flashing installed on the beam below the window must be intact, or be reinstalled (step 2)

2) Apply enough silicone to the entire window perimeter tab and place it in position, screwing all the holes in the tab again. The silicone on the tab will be responsible for sealing the screw holes.

ready to place the new window.

- 3) Apply Polywall WindowSeal 4" tape around hole window perimeter, covering the screws and starting from the bottom to the upper (photo 11.3.A).
- 4) Re-install a new metal flashing (photo 11.3.B) above window, remembering to fold its edges as shown in the photo. After nails, the metal flashing needs to receive a layer of Polywall WindowSeal 4" tape, trespassing 5" in each corner (photo 11.3.C).



Photo 11.3.A Photo 11.3.B Photo 11.3.C



- 5) Re-install the James Hardie® trim around the window, sealing it completely in each siding joints.
- 6) Paint again the trims using Sherwin-Williams Pure White.
- 7) Seal and caulk inside the unit, around the new window.

## 12. Cladding (James Hardie® Lap Siding)

#### 12.1. Existing Materials

To replace an existing window integrated in the cladding walls, the materials below will be required:

- 12.1.1 White Aluminum metal flashing to apply over window (photo 12.A);
- 12.1.2 Tape type PolyWall WindowSeal® measuring 4" width(photo 12.B);
- 12.1.3 White James Hardie® Fiber cement trim bar measuring 1"W x 3 ½"H (photo 12.C);
- 12.1.4 Round Washer Head Screws #8 2" (photo 12.D);
- 12.1.5 Galvanized Nails 2". Use 16-Penny Steel Coated Sinker Nails (photo 12.E).

Note: Codes specify length, girth, and number of nails in critical joints. Don't overdrive. A nail head sunk too deep into the wood can't pull its full weight.



#### 12.2. Installation Requirements

All James Hardie® Products must be installed in strict accordance with James Hardie® HZ10® Best Practices – Installation Guide Siding and Trim Products, Version 9.1 - December 2019.

Your installation contractor can download a free copy by following the link below:

 $\frac{https://www.jameshardiepros.com/getattachment/1b8929e0-f812-476b-8a15-6db185ffd813/Best-Practice-Guide-Manual-Version-HZ10-US-English.pdf}$ 



## 13. Coatings and Sealants

#### 13.1. Requirements

- All coatings and sealants to be applied shall be manufactured by Sherwin-Williams's® and applied per the Manufacture's specification (Attached Hereto).
- The Contractor may be required to paint the entire elevation "corner to corner" to achieve consistent color development across the elevation.
- The Association has approved the following colors. The Contractor shall not deviate from side colors.

#### 13.2. Sherwin Williams® Specifications

Please refer your Contractor to the Sherwin Williams® Paint Specifications found bellow.

New Light Gray 1	Less Medium Gray 1	Blue	Pure White
SW 7072	SW 6235	SW 9147	SW 7005
Online	Foggy Day	Favorite Jeans	Pure White

#### 14. Contact Information

#### **CONTACT INFORMATION:**

COMPANY NAME	ITEM	WEBSITE	PHONE	E-MAIL
AMERIGROUP BUILDERS	general contractor	http://www.amerigroupbuilders.com/	386-310-8618	Mjones@AmeriGroupBuilders.com
WINDOW WORLD	windows	http://www.windowworld.com/	866-740-2100	bpaone@windowworld.com
JAMES HARDIE	Sidding System	https://www.jameshardie.com/	888 542-7343	
TYPAR	Waterproof system	https://www.typar.com/		
SHERWIN-WILLIAMS	Paint	https://www.sherwin-williams.com/		
TEG Engineering	Engineer Inspection	https://www.tegfl.com/	407-734-1790	officeadmin@tegfl.com

## 15. Engineered Drawings and Manufacture's Installation Specifications

All drawings and manufacture's installation specification in addition to this guidance can be provided to your contractor by:

Regency Park at Lake Mary Condominium Association, Inc 733 Secret Harbor Ln, Lake Mary, FL 32746 Phone 407-328-8208

E-mail: Manager@RegencyParkCondo.com.



## 16. Sample Notice of Acceptance (NOA)

Paste here the standard e-mail from the Association



17. ARC FORM:

ARCHITECTURAL MODIFICATION APPLICATION (ARC) FORM

	Unit #: Date:	/
Unit Owner (Applicant)-Pr	int Name:	
Cell Phone#: ()	Email:	
Please describe in detail, in	Flooring, Patio Screen, Window/Door Replacemen clude material type, color, size /dimensions of are eclaration of Condominium Section):	
MATERIALS MUST BE INCOPIES OF CONTRACTOR	S, DRAWINGS, MATERIAL SPECIFICATIONS & COLUDED BEFORE APPLICATION WILL BE CONSIDES' CURRENT CERTIFICATE OF INSURANCE & BUBUILDING PERMIT. 2nd & 3rd-STORY FLOORING	ERED, AS WELL AS SINESS LICENSE, &
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	<mark>sheet</mark> ).  ALL <u>PLUMBING</u> WORK MUST INCLUDE <u>ST</u> M ALL SHUT-OFF VALVES TO ALL APPLIANCES &	
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## 18. ARC Check List:

#### ARCHITECTURAL MODIFICATION APPLICATION -

#### **CHECKLIST**

In order to review your Architectural Modification Application, please confirm that following items are completed/attached to the form by checking all the boxes below for items you've included. If Not Applicable, please indicate "N/A":

ARC App Checklist (Check off boxes if provided, or write N/A if Not Applicable):

	•	• •					
Ш	Owner Name - Printed, Signed & Dated						
	Address – Full						
$\Box$							
	Email Address						
$\sqcup$	Cell Phone #						
	Type of Modification (i.e. Window or Door etc.), including (must be specified ON ARC	, ,					
	Material Type (circle or write-in: alum	inum, wood, vinyl, plastic, glass)					
	Color						
	Size/Dimensions						
	Location (circle/write-in: bed/living ro	oom, kitchen, bath, front door, patio)					
	Architectural Plans & Drawing						
	Contractor's COI & License (REQUIRED)(P	rovide current copies)					
	Permit (if required)						
	If <u>FLOORING</u> – Must include SPEC SHEET AND Underlayment for both w/STC (Soun (Impact Insulation Class) of <u>55 minimums</u> , HERE: <u>STCIIC</u>	d Transmission Clarification) & IIC					
	Color Picture/Image of item to install (i.e.,	window, door, flooring material)					
	ase be advised that if all the above information rejected by the Board, which will delay apply	n is not included <b>the application will</b>					
Ple	ase submit all documents in a single PDF	if at all possible.					
Mik	nk you, Address & Unit # e Piazza, LCAM ency Park at Lake Mary	Owner's Signature					
Con	dominium Association, Inc. ce: 407-328-8208	Print Name					
	ager@RegencyParkCondo.com	——————————————————————————————————————					