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IMPORTANT DOCUMENT – DO NOT DESTROY

RULES, REGULATIONS AND 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:

A. THE RULES AND REGULATIONS FOR OWNERS AND TENANTS

USE OF 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 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.
- 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 bicycles, linens, clothes, bathing suits or swimwear, curtains, rugs, mops, laundry of any kind, or other articles, 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 electric grills, no smokers, may be used.)
- 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 carts, bicycles, carriages, chairs, tables or any other object 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, disconnecting the alarm is a felony 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:** Contractors are not allowed to drill holes through exterior walls to install the dishes. Dishes must be attached to a sturdy base and set on a balcony or patio, not in shrubbery beds or the deck outside your entrance door.
- 11. PETS:** Each Unit Owner or occupant (regardless of the number of joint owners or occupants) may maintain two (2) household pets in their unit, to be limited to dogs and/or cats. Pets are to be kept in the living area of the Unit Owner (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. 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, 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 LICENSE PLATES:** All vehicles must have license plates, must bear a current state vehicle registration decal and must be in operating condition.
- 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 Property Manager, 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, as recorded January 29, 1997]
- 20. CLUBHOUSE AND FITNESS AREA:** The clubhouse and fitness area are smoke free, pet free, alcohol and drug free areas. Posted rules are to be followed.
- 21. POOL AREAS:** the pool area is pet free, alcohol and drug free areas, 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 posted 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 unclean, unsightly or unkempt conditions 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, 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, 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, electric grills, 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 and all rules and regulations which may be promulgated and adopted, from time to time, by the Crossings Master Association with respect to use by Owners (their lessees, guests,

As of May, 2017

tenants and 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.

B. YOUR RESPONSIBILITIES:

- 1. IN YOUR ABSENCE:** A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his Unit prior to his 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.)
- 2. CHILDREN:** Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. 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.

RULES ADOPTED 02/20/2013:

We would like to remind our residents regarding items on balconies, outside doors-hallways. Per the Condominium Declaration/Paragraph 11.1 (h) the Board of Directors have the power to adopt and amend rules and regulations concerning the details of the operation and use of the condominium property.

32.PERSONAL PROPERTY: All personal property of Unit Owners and occupants outside units must be stored in their respective units. Please remove **ALL** personal items **outside doors-hallways immediately**. Please remove **lattice and curtains 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 ACB request form on file**, they are grandfathered which an old rule continues to apply to some existing situations.

33.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, electric grills, and smokes may not be used or stored on, in or about balconies, patios or any of the Common Elements.

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.

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

POLICIES

- 1. DAMAGE TO ENTRY GATES:** Anyone damaging the gates is responsible for the cost of repairs. There is a minimum of \$100 charged 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 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. They must be registered at the office, be assigned a parking space number at the Storage Lot and pay \$35 per month or \$25 per month if paid six months in advance.
- 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.

C. COMPLIANCE WITH RULES AND REGULATIONS:

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. Notice-** 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 and said notice shall include: (i) a statement of the date, time, and place of the hearing, (ii) a statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the association.

2. **Hearing-** 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. **Fines:** The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
4. **Violations:** 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. **Application of Fines:** All monies received from fines shall be allocated as directed by the Board of Directors.
7. **Non-exclusive Remedy-** 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 407-328-8208 with any questions.

Regency Park at Lake Mary Condominium Association

IMPORTANT DOCUMENT – DO NOT DESTROY

Signature Page

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

Address

Name (print)

Name (signature)

Date