

I acknowledge that I have received a copy of the

**ALTAMONTE VILLAGE II  
CONDOMINIUM ASSOCIATION**

**RULES AND REGULATIONS**

adopted by the Board of Directors in November 2006  
updated March 2008

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Unit Owner/Lessee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print NAME

\_\_\_\_\_  
Address Number

# **ALTAMONTE VILLAGE II CONDOMINIUM ASSOCIATION**

## **RULES AND REGULATIONS**

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# **ALTAMONTE VILLAGE II CONDOMINIUM ASSOCIATION**

## **RULES AND REGULATIONS**

### **INTRODUCTION**

These RULES AND REGULATIONS for ALTAMONTE VILLAGE II CONDOMINIUM ASSOCIATION have been promulgated in accordance with the provisions of the DOCUMENTS. They are designed to make living at ALTAMONTE VILLAGE II pleasant and comfortable and to promote safety. In living together, all of us have not only certain rights, but also certain obligations to other Owners and Residents. The need for RULES AND REGULATIONS arises when we are inconsiderate of the rights of others. We must realize that the restrictions we impose upon ourselves are for our mutual benefit and comfort. Although some provisions from the Association's BY LAWS and the DOCUMENTS have been included in these Regulations, all other provisions from the BY LAWS and the DOCUMENTS not included are also a part of the Associations' rules and will be enforced. These RULES AND REGULATIONS have been adopted by the Board of Directors of the Association after careful deliberation.

### **I. GENERAL RULES**

1. **OBLIGATIONS AND RESPONSIBILITIES:** Owners, Residents and Guests shall not conduct or permit any activity which is in violation of any provision of these RULES AND REGULATIONS, the DOCUMENTS, or any ordinance, law or statute of any government body having jurisdiction over the Property.
2. A unit Owner shall be liable for the expense of any maintenance, repair or replacement of common elements or limited common elements rendered necessary by his willful act, neglect or carelessness, or by that of any member of his family, his Lessee(s), or his or their Guests, family, invitees, employees, or agents. Such liability shall include any increase in casualty, fire or liability insurance rates occasioned by Owners (including tenants/guests/or invitees) use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements or of the limited common elements of the Property.

3. Owners, Residents or Guests shall NOT create any noise of such volume that it will disturb others. There shall be no loitering, congregating or gatherings such as to disturb other Residents.
4. Residents or Guests who are obviously under the influence of alcohol or drugs shall not be allowed use of the common areas, and may be asked to leave the property immediately.
5. **LAWFUL USE:** No immoral, improper, offensive or unlawful use shall be made of any Unit or on the Condominium property.
  - All municipal and state laws are to be observed.
  - No flammable materials are allowed on the premises.
  - **No barbecue grills are to be used on patios or decks at any time. This is a fire code and insurance requirement.**
6. **NUISANCES:** No nuisance shall be allowed upon the Condominium property nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property or its residents.
  - Condominium units, patios, and exteriors shall be kept in clean, neat, safe and sanitary condition and NOT be used for storage purposes.
  - **No animals, wheeled vehicle toys, bikes, frisbee tossing or ball playing allowed in courtyard.**

## II. SPECIFIC RULES

### 1. SWIMMING POOL

- A. Upon request, one key will be issued to each Unit for use of the swimming pool. Lost keys will be replaced, or extra keys issued, at a cost of \$10.00 (in the case of a Lessee, the Owner is ultimately responsible for the key. If the key is not returned to the Owner by the Lessee, replacement key will be \$10.00).
- B. Rules for use of the swimming pool are posted at the pool. Please note:
 

**POOL RULES**

  - Hours: 7:00 a.m. to 11:00 p.m.
  - Guests must be accompanied by resident.
  - Pool parties must have prior approval of Board.
  - No grills allowed in pool area.
  - Pool furniture must not be removed from pool area.
  - No cut-offs, or diapers, are allowed in the pool.
  - No children under the age of 13 are allowed in the pool without adult supervision.

- NO DIVING!
- No pets allowed the pool area at any time.
- No glass containers allowed in pool area (plastic, foam, paper o.k.).
- Pool gates must be kept closed and locked at all times.
- For emergencies, call 911.

C. Guests using the swimming pool are limited to four (4) per unit.

D. Special party requests shall be submitted to Management and will require a \$100 deposit — refundable if all areas including pool and courtyard are left in a clean, undamaged condition.

## 2. **LEASES**

Units MAY NOT be leased for less than seven (7) months. Owners are responsible for providing Lessee with a copy of the RULES AND REGULATIONS.

The RULES shall be made a part of the Lease. The Management Office of the Association must receive a signed acknowledgment of the receipt together with a copy of the Lease and a \$25 processing fee.

The Association can run a credit report for owners on prospective tenants (with a signed release) for additional charge.

No permits, parking spaces, pool keys, etc., will be issued to a Lessee without a copy of the lease on file.

## 3. **SALES**

Sales signs are not allowed on the Property.

"OPEN HOUSE" for sales purposes can be held under certain conditions. Contact Association Manger for parameters.

## 4. **VEHICLES, PARKING**

### A. Vehicles

1. **Commercial vehicles** may not be parked or stored on the Property for more than twenty four (24) hours unless approved by the Board.

Commercial vehicles are defined as vehicles which

- a) contain tools, construction supplies, building materials, ladders, equipment, etc., which are not completely enclosed or covered neatly and completely so items are not visible

("covered neatly" meaning covered by a commercial cover or by an equivalent acceptable to the Association);

- b) have racks for transporting tool, equipment or materials;
  - c) have obvious business use (for example, step vans, flatbeds, dual rear tire vehicles, etc.);
  - d) have business name or phone number on vehicle and name/phone number are not covered by a commercial cover or by an equivalent acceptable to the Association;
  - e) are over 84" in width and have a wheel base over 180" (center of front to center of rear).
2. **Recreational vehicles**, for example boats, campers, trailers, vans (except small passenger vans), etc., shall not be parked or stored on the common Properties overnight.
3. **Disabled vehicles** are prohibited from the common Property parking area. A vehicle is defined as being disabled if it
- a) has one or more flat tires;
  - b) has an out-of-date or non-existent license tag;
  - c) sits on blocks or jacks;
  - d) is not operable for any reason;
  - e) is in obvious need of repair.
4. Any vehicle leaking oil or other fluids (causing excessive puddling) will be issued a Violation Notice. The vehicle owner will be asked to correct the problem within forty eight (48) hours. Changing oil, transmission fluid, brake fluid or any fluids IS NOT PERMITTED on the Property.
5. Vehicle repairs are NOT ALLOWED on the property.

### PARKING

- 1. (a) Only one designated parking space per unit. Resident has control over this space and may cause unauthorized vehicle to be towed.
- (b) A second vehicle per unit may park in a "RESIDENT" space

(c) A third vehicle per unit must park in spaces marked "VISITOR PARKING".

2. **PARKING DECALS**

(a) All vehicles owned or leased by residents and parked on the premises **MUST HAVE AN I.D.DECAL** affixed to the vehicle in the lower corner of the front windshield on the passenger side. **ANY VEHICLE WITHOUT A PROPER DECAL WILL BE TOWED AT OWNER'S EXPENSE.**

(b) A DECAL can be obtained from the Association by submitting a copy of the vehicle registration on which the registered owner must either be the same as the owner of record (for owner-residents) or that named on the lease (for lessees)

(c) A DECAL will not be issued to persons whose residency on the premises cannot be confirmed.

(d) Three DECALS may be issued per unit. However, only two vehicles can park in the designated parking space and RESIDENT space. The third vehicle must park in the VISITOR parking area.

3. Visitor parking spaces are available on the common areas designated "VISITOR PARKING".

4. Visitor vehicles parked on the Property for more than three (3) consecutive nights must have a valid Visitor parking permit displayed. Call the Manager for permit.

5. Owners, Residents or Guests shall not park vehicles directly in paved right-of-ways, any grassy area or any area designated as NO PARKING.

**ANY VEHICLE WHICH IS IN VIOLATION OF THESE RULES WILL BE SUBJECT TO IMMEDIATE TOWING AT OWNER'S EXPENSE.**

5. **CLOTHES AND DRYING FACILITIES** – No outside clothesline or other clothes drying facility shall be permitted in the general view. Nothing shall be hung on railings to dry.

6. **TRASH** – Shall be immediately placed in the dumpsters provided and shall not be left on landings, patios, by front doors, on the street or any other location.

7. **STOREROOM ROOF** – Unless there is a floating deck installed, nothing shall be placed on storeroom roofs.

8. **WINDOWS** – all windows shall have coverings designated as such, i.e. curtains, shades, vertical or horizontal blinds, or shutters which shall be in good repair. The color of the coverings on the outside face shall be neutral, i.e. white, almond, beige.

9 **ENTRYWAYS** – are to be kept free of all obstructions. Only two small planter pots which do not impede access to doorways may be kept on landings. In no case shall access be impeded by chairs, extra plants, bicycles, grills, etc.

Hanging decorations such as plants, wind chimes, feeders, etc., ARE NOT allowed in the front entryways; nor shall front or back stairwells be obstructed in any way.

10. **FLAGS** – Only United States of America flags may be displayed. The flags shall be no larger than 3 ft. by 5 ft. and may be hung from railings.

11. **EXTERIOR FIXTURES** – No exterior radio, television or other electronic device antennae, nor any exterior fixtures of any kind are permitted on any building or dwelling without the prior approval of the Board.

Satellite dishes may not be affixed to any part of the roof, fascia, soffit or front of the building or any other area for which the Association is responsible without specific permission from the Board. The diameter of the dish shall not exceed eighteen (18) inches and any poles may not extend higher than twenty (20) feet. Any installation must have prior approval by the Board.

12. **EXTERIOR ALTERATIONS** – No structural changes, exterior color changes or alterations shall be made or added to any dwelling.

13. **AWNINGS, SHUTTERS** – No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of any building unless the proposed installation has been approved by the Board. Hurricane shutters are allowed but must be according to Board specifications.

14. **AIR CONDITIONING UNITS AND REFLECTIVE MATERIALS** – No window or wall air conditioning units are permitted to be placed on the property. No dwelling shall have aluminum foil placed in any window or glass door or any reflective substance placed on any glass, except as may be approved by the Association for energy conservation purposes.

15. **SIGNS** – Signs or posters of any nature whatsoever shall NOT be erected or displayed upon the property or in the windows of a unit.

16. **PETS** – Animals, livestock or poultry of any kind shall NOT be raised, bred or kept in any dwelling. Dogs, cats, birds and fish may be kept provided that they are not kept, bred or maintained for any commercial purpose, or in excessive



numbers. Only one pet with access to the common areas may be kept in the unit (Declaration XIV, "Use Restrictions"); this pet can not weigh more than 35 lbs when fully grown.

Animals are prohibited from the Courtyard area at all times. ALL PETS outside of the dwelling unit must be kept leashed at all times. Dogs shall not be kept on patios or decks.

Dog walking is only allowed on the outside perimeter of the property. Pet owners are responsible for cleaning up any waste matter produced by their pet on any common area within the Property.

The owner of a pet assumes full responsibility for all damage to a person or property caused by such pet. If the pet becomes aggressive or vicious, or otherwise becomes a nuisance to other Residents, the Association may have the pet removed from the Property.

### III. ENFORCEMENT

1. Under the terms of the DECLARATION, the Board of Directors may institute legal proceedings to enforce the Rules and Regulations and the provisions of the DECLARATION, and the party enforcing same shall have the right to recover all costs and expenses incurred including reasonable attorney's fees. Each Resident shall be responsible for the conduct of all guests visiting his home or the common area whether or not said Resident is in residence at the time. **ULTIMATE RESPONSIBILITY, IN ANY CASE, RESTS WITH THE OWNER OF THE UNIT.**
2. As responsible Owners and Residents, we should try to **resolve differences of rules infractions on a NEIGHBOR-TO-NEIGHBOR basis.** When infractions of our rules are also infractions of civil code, the Owner or Resident may also call on civil authorities for assistance. Examples are ordinances pertaining to noise and animal control.
3. In instances where the neighbor-to-neighbor approach or reliance on civil authority does not achieve satisfactory results, the Owner or Resident may submit his written complaint to the Association.
4. **Complaints submitted to the Association MUST BE IN WRITING** stating the circumstances, names of persons involved (if known and applicable), time and date, and must be signed by the person making the complaint. Appropriate action will be taken by the Board of Directors as an enforcement agent of the Association. **NO ACTION WILL BE TAKEN IN RESPONSE TO ANONYMOUS LETTERS OR CALLS.**

5. Failure to comply with these RULES in whole or in part will result in actions by the Board of Directors ranging from warnings to legal proceedings. In the case of legal proceedings, all costs thereof may be charged against the unit Owner.
6. Appropriate notification is posted at each property entrance that this is private property and that uninvited solicitation is prohibited. The cooperation of Residents is requested in discouraging such actions. Residents have the right to ask uninvited door-to-door solicitors to leave the Property and, if necessary, to ask the police in their assistance of their removal.