

## LAKE PINELOCH VILLAGE CONDOMINIUM ASSOCIATION

### RULES AND REGULATIONS

#### Introduction

Lake Pineloch Village operates as a not-for-profit corporation under the laws of the State of Florida. The governing documents include the Declaration of Condominium, the Articles of Incorporation, the By-Laws and the Rules and Regulations along with provisions to change the documents. Owners and residents agree, as a condition of joining the community, to abide by the Rules and Regulations.

#### Definitions and Abbreviations

The definitions of terms used in these Rules and Regulations may be found in the Declaration of Condominium.

BOD:	Board of Directors
CAM:	Community Association Manager
LPV:	Lake Pineloch Village
LPVCA:	Lake Pineloch Village Condominium Association

#### Common Elements

“Common Elements” means those portions of the Condominium Property not included within the units, including personal property required for the enjoyment, maintenance and operation of the Condominium.

#### Limited Common Elements

“Limited Common Elements” means those portions of the Condominium Property which are reserved for the use of a certain unit or units to the exclusion of other units and consist of patios, porches, walkways and stairways at the front of each building shall be designated by the Association. See the Prospectus, Section IX, Building and Unit Plan for chart of limited common elements.

#### Resident

“Resident” means a unit owner, lessees or guests which occupy a unit.

## TABLE OF CONTENTS

		PAGE #
Introduction		1
Definitions and Abbreviations		1
Table of Contents		2-3
<u>Section A – Enforcement</u>		<u>4</u>
<u>Section B – Access to the Community</u>		<u>4-5</u>
<u>Section C – Use of Common Facilities</u>		<u>5</u>
Swimming Pool area	C-1	5
Use of the Pool Area for a Party	C-2	5-6
Tennis Courts	C-3	6
Boat Usage on LPV Property	C-4	6-7
Boat Slips at the Boat Dock	C-5	7
<u>Section D – Pets</u>		<u>7-8</u>
<u>Section E – Property, Buildings and Spaces</u>		<u>8</u>
Noise	E-1	8
Landscaping	E-2	8-9
Changes, Maintenance, Alteration and Improvement Of Units	E-3	9-10
Cleanliness	E-4	10
Pest Control	E-5	10
Clothes Dryers	E-6	11
Cable Television Service	E-7	11
Roofs	E-8	11
Signs	E-9	11
Window Treatments	E-10	11
Refuse	E-11	11-12
Solicitation	E-12	12
Recreational Activities	E-13	12
Accessibility for the Disabled	E-14	12
<u>Section F – Unit Documentation and Access</u>	F-1	<u>13</u>
<u>Section G – Parking – Automotive Vehicles</u>		<u>13</u>

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Parking	G-1	13-14
Carports	G-2	14
Maintenance Work	G-3	14
Motorcycles	G-4	15
Baby Strollers and Wheeled Vehicles	G-5	15
<hr/> <u>Section H – Sale or Lease of Condominium</u>		<u>15</u>
Transfer of Unit	H-1	15
Moving In/Out and Delivery of Goods/Services	H-2	15-16
<hr/> <u>Section I – Association and Management</u>		<u>16</u>
<hr/> <u>INDEX</u>		<u>17</u>

## **SECTION A ENFORCEMENT**

The Declaration of Condominium provides for the Association to adopt and amend Rules and Regulations and provides for their enforcement. In accordance with the Declaration the Rules and Regulations will be reported and enforced as follows:

1. All owners and residents are responsible for compliance with the Rules and Regulations.
2. Alleged violations will be reported in writing to the Association by and through the CAM or other designated representative.
3. Alleged violations will be called to the attention of the relevant owner or resident by the Association by and through the CAM or other designated representative.
4. If the Association cannot reach a resolution (to the disagreement) with the owner or resident, the Association will determine whether to proceed with legal enforcement or any other available remedies.
5. In accordance with Florida Law and Section 19.8 of the Declaration of Condominium, the Association reserves the right to impose reasonable monetary fines against unit owners who violate the Rules and Regulations.

## **SECTION B ACCESS TO THE COMMUNITY**

LPV is a private, gated community. Access to the community is managed by Access Control Officers who are on duty at the entranceway gatehouse. These officers' duties are defined by the Post Orders which are located in the gatehouse. The officers are required to perform their duties in accordance with the established Post Orders which are issued by the BOD. Access to LPV is controlled as follows:

1. For entry into LPV, an owner or resident must have identification on their person or on their vehicle which verifies ownership or residency. This could be a means for opening the gate, photo identification with LPV address, Warranty Deed, Closing Statement or current Lease.
2. Non-residents (including independent vendors) may enter into LPV by authorization called to the gate house by a resident, management or maintenance. Such authorization requires the name of the non-resident and the approximate time of arrival. In addition, one-residents may enter by use of a gate opening proximity card issued to a resident or by use of a telephone entry system installed at the gatehouse.

3. Real estate agents representing a unit owner or intending to show a specific unit to a potential buyer will be allowed entry upon approval of the owner and by showing a currently valid Florida real estate license.

## **SECTION C USE OF COMMON FACILITIES**

In accordance with the Declaration of Condominium, the facilities of LPV are for the exclusive use of the Association residents and their non-resident guests. LPVCA assumes no liability for injury or loss of personal property by residents or non-residents when using common facilities.

### **SECTION C.1 Swimming Pool Areas**

1. All persons are required to abide by the Pool Rules posted at the pools.
2. Association grills may be used (with extreme caution) by owners, tenants and non-residents.
3. The pool areas and the restrooms in the pool areas may be accessed for use by an amenity key issued to all residents.

### **SECTION C.2 Use of the Pool Area for a Party**

Residents may use the lakeside pool area for a party subject to the following conditions:

1. A group including 20 or more non-residents shall constitute a party.
2. A list of the non-resident names with the date and time of the party must be provided to the management office and to the officer at the gate for gate access not later than one week before the date of the party.
3. The pool areas may not be used in violation of condominium regulations or city, county or state ordinances.
4. Prior to the party the sponsoring resident must execute The Lake Pineloch Village Indemnity & Hold Harmless Agreement.
5. Non-residents may park only in spaces not marked for resident parking.
6. A party held at the pool area may not restrict the use of the area by other residents and their non-resident guests.
7. Noise must be kept to a minimum level so as not to disturb others.

8. Violation of the Rules and Regulations at a party may result in the intervention of the Orlando Police Department.

9. The party area must be cleaned by the resident sponsoring the party immediately following the event.

### **SECTION C.3 Tennis Courts**

The tennis courts are provided for the exclusive use of the residents and their guests under the following conditions:

1. All persons using the tennis courts are required to abide by the rules posted at the courts.

2. Courts are for tennis use only. Proper tennis attire is required, to include shirts, which must be worn at all times. Non-marking athletic shoes without cleats must be worn on the courts.

3. Pets are not permitted in the tennis court area at any time.

4. The tennis court lights are controlled by an automatic timing device. Tennis court players must not adjust the lighting for the courts.

### **SECTION C.4 Boat Usage on LPV Property**

Boats may be brought on the LPV property and used under the following conditions:

1. A resident and the resident's guests are limited to two boats on the LPV property at any one time.

2. The boat must be owned by the resident or their non-resident guest.

3. Boats owned by residents or their non-resident guests are allowed on the LPV property for the sole purpose of launching in Lake Pineloch for up to 48 continuous hours within a one week period. The responsible resident must fill out a Lake Pineloch Village Boat Registration Form, which includes a Hold Harmless Agreement, and submit it to management prior to bringing the boat on the property. Management will issue a Visitor Parking/Resident Boat Permit which must be displayed on the automobile dash.

4. Watercraft shall not be stored or beached, except briefly while being used by a resident or their accompanied non-resident guest, on any shoreline of the LPV lakefront properties (Lake Pineloch or Lake Willisara).

5. The boat dock on Lake Pineloch, with the exception of the boat slips, may be used by those residents and their non-resident guests who have their boat on the lake during

the 48 hour period for which they have execute a Lake Pineloch Village Boat Registration Form.

6. Boat trailers may be parked in the parking spaces near the boat ramp only during the time that the resident's boat is on the property, within the 48 hour limit that the boat is allowed on the property.
7. Boats and trailers on LPV property must be maintained in proper condition and repair as determined by the Association. Boats and trailers must be clean and present a neat and tidy appearance.
8. Personal watercraft (jet skis, etc.) are NOT permitted on the LPV property at any time.

### **SECTION C.5 Boat Slips at the Boat Dock**

There are up to five boat slips at the boat dock on Lake Pineloch available for use by unit owners under the following conditions:

1. Boat slips will be assigned for a one year period at the time of the Annual Meeting.
2. Owners desiring the use of a boat slip must submit an application to the management office.
3. The boat to be docked in the slip must:
  - a) have a current registration in the name of the owner and registration tags must be displayed in accordance with the applicable law.
  - b) not exceed twenty feet in length.
4. A fee of \$100.00 per year will be charged for use of a boat slip. Payment of the fee shall be at the time the boat slip is assigned. The fee is not refundable.
5. In the event that there are more requests for boat slips than the number available, the boat slips will be assigned by lottery at the Annual Meeting. If a boat slip is vacated during the year, the available space will be filled on a first come, first served basis.

### **SECTION D PETS**

Household pets are allowed **providing they do not create a nuisance or disturbance to other LPV residents or to the buildings or grounds.** Section 19.1 of the Declaration of Condominium also addresses the subject of pets.

1. The condominium management adheres strictly to the Orange County Ordinance regarding pets and animals. Pet owners are responsible for assuring that their pets conform to the ordinance.
2. Dogs must be on a leash and are not permitted in the recreational areas at any time. Owners and residents must clear and remove the fecal deposits of their dogs.
3. Animals shall not be allowed to run *at large* in the common elements. For dogs, *at large* means the animal is off the owner's premises, not under a person's control by means of leash, cord or chain. For cats, *at large* means the animal does not exhibit identification by a collar and a current county rabies license tag.
4. Owners shall be financially responsible for any damage to the buildings, landscaping or other common property of LPV caused by their pets or the pets of their tenants or non-resident guests.
5. Orange County Animal Control is authorized to patrol the grounds and any *at large* or nuisance animals are subject to removal.
6. Dogs are NOT permitted in the areas marked "No Dogs".

## **SECTION E PROPERTY, BUILDINGS AND SPACES**

The Declaration of Condominium Addresses the use, assignment, repair and modification to the property, buildings and spaces. The Rules and Regulations included herein support the requirements of the Declaration.

### **SECTION E.1 Noise**

The close living quarters associated with the multiple residence buildings of LPV require adherence to the following noise reduction procedures:

1. Television and sound systems should be installed as follows:
  - a) Speaker cabinets or television sets must be set away from common walls by at least 2 inches.
  - b) For upstairs units, place 2 inches of foam plastic underneath stereo speakers that stand on the floor and place 1 inch rubber pads under television sets that stand on the floor.

### **SECTION E.2 Landscaping**

Landscaping is carried out under the direct supervision of the Association. The landscaping covers both the common elements and the limited common elements.



1. The landscaping of the common elements is installed and maintained by the Association.

- a) Unit owners or residents may, at their own expense, modify or add to the landscaping of common element spaces outside their unit if they have submitted a landscaping plan to the Association and the plan has been approved. Once installed, plants and other items added to the common elements in this manner become the property of the Association.
- b) Plants which cling to or otherwise attach themselves to the structures may not be used.
- c) No modifications may be made which will affect or endanger the structures or the operation of the sprinkler system.
- d) For landscaping modifications made subject to the conditions of E.1.a above, the level of maintenance provided by the condominium management will be only at that level normally provided to the unmodified area. The care and maintenance required by the modifications above the normal level will be the responsibility of the unit owner or resident. If the modified area is not maintained in a clean and presentable manner comparable to other like areas as determined by the Association, the condominium management will return the area to its normal unmodified condition.
- e) Potted plants and yard decorations, including statues, bird baths, benches, chairs, etc are allowed **with the approval of the Association**.
- f) Henceforth, patios are **not** allowed except by approval of the Association.

2. The Association is responsible for the maintenance of the limited common elements as defined in the Declaration of Condominium and in the introduction to these Rules and Regulations. The limited common elements include, but are not limited to, the spaces inside the courtyard walls of first floor units and the porches or balconies which are located at the front of the buildings of all units.

- a) The care and decoration of these spaces are normally performed by the owner or resident of the associated unit, subject to rules approved by the Association.
- b) Plantings in the first floor unit courtyards must not be allowed to grow to height that will interfere with the unit above as determined by the Association.
- c) Plantings placed in the second floor spaces must not be allowed to hang so as to interfere with the unit below as determined by the Association.
- d) Plants, pots or other articles must not be placed on top of the porch or balcony walls of the second floor units unless they are firmly attached (in a manner approved by the Association) that will prevent them from falling.

### **SECTION E.3 Changes, Maintenance, Alteration and Improvements of Units**

Changes, maintenance, alteration and improvements of units must be in accordance with Paragraph 8, *Changes* and Paragraph 13, *Maintenance, Alterations and Improvement* of the Declaration of Condominium.

1. The installation of hard surface flooring in second floor units must include material that is certified to be sound barrier material. Henceforth, materials to be used must be approved by the Association.

#### **SECTION E.4 Cleanliness**

All limited common elements shall be kept clean by the unit owner.

1. Residents shall be responsible for damage or injury as a result of anything that falls or is thrown from windows, doors, balconies or terraces.
2. No clothes, rugs, mops, etc. shall be hung from windows, doors, entryways, balconies, terraces or gates.

#### **SECTION E.5 Pest Control**

The Association is responsible for the prevention and correction of any damage or potential damage resulting from the presence or infestation of pests whether in the buildings or on the grounds. Residents and owners are responsible to inform the management of the actual presence or possible presence of pests as may be observed in their units.

1. The condominium maintenance actions may include the application of chemicals, traps or other pest control products in their normal and routine activities.
2. Maintenance actions may include the installation and periodic inspection of pest prevention devices around the buildings or on the grounds. Residents may not move or interfere with these devices.
3. In the event that an individual building (or buildings) require specialized treatment such as tenting, which will require vacating units for a short period of time, the management will provide prior notification to the affected owners and residents at least thirty days in advance of the planned action unless the problem creates an emergency, in which case immediate action will be taken. The notice will describe the action to be taken, the instructions that each resident or owner requires for the preparing their unit for the action, and the dates and period of time that the units must be vacated. The owner or resident is responsible for the alternate accommodations during the required period of absence.
4. Residents shall NOT store wood on LPV property. An exception is allowed for the temporary storage of wood as necessary for current construction and repairs. Wood stored anywhere in the common elements or limited common elements will be removed

by the Association. Residents will be responsible for the cost of repairing damages caused by pests attracted by the stored wood.

### **SECTION E.6 Clothes Dryers**

Pursuant to Section 13, 1(B)(2) in the Declaration, owners and residents are responsible for their washers and dryers, including the air ducts in the dryer. Clogged air ducts present a potential fire hazard. Unit owners are responsible for the cost of repair for damages caused by their clogged ducts.

### **SECTION E.7 Cable Television Service**

In accordance with Florida law, residents have the right of access to cable television service. To that end, all residential units in the buildings in LPV have been equipped with cable.

1. Additions, deletions or modifications to the cable service wiring as provided must be approved by the Association prior to changes being made.
2. Antennae for satellite television services or any other radio or television related services may NOT be attached to the common elements of LPV.

### **SECTION E.8 Roofs**

No one is permitted on the roofs for any purpose except for maintenance or repair specifically authorized by the Association. There are NO EXCEPTIONS to this rule.

### **SECTION E.9 Signs**

No signs of any kind or any other lettering are permitted on the premises other than those approved by the Association.

### **SECTION E.10 Window Treatments**

All window treatments must be tasteful and in good repair as determined by the Association.

### **SECTION E.11 Refuse**

Refuse stations for the disposal of garbage, trash and recyclables are located throughout the LPV property.

1. All refuse must be placed inside the receptacles provided for such purposes, as refuse placed OUTSIDE will NOT be removed by the City of Orlando Sanitation Department.

2. If the receptacles nearest a unit are filled, use the receptacle at one of the other sites.
3. Recycling bins are located at each of the refuse collection sites and are marked for the appropriate recyclable refuse. Deposit ONLY the specified items into the bins.
4. Boxes MUST be broken down before being deposited into the receptacles.
5. Disposal of furniture, appliances, hazardous materials and construction debris (tile, carpet, wall board, etc.) and similar large articles is the responsibility of the resident. Such must NOT be deposited in the refuse receptacles.
6. Holiday trees must be disposed of in accordance with instructions which will be provided by the management office.

#### **SECTION E.12 Solicitation**

There shall be no solicitation by any method anywhere in LPV for any cause, charity or any purpose whatsoever unless specifically authorized by the Association.

#### **SECTION E.13 Recreational Activities**

1. Bicycles, skates and skateboards may NOT be used or parked on the lawns or tennis courts or in the pool areas.
2. The use of athletic equipment on the LPV property shall be at the risk of the person using the equipment or (in the case of children) the responsible parents or guardians.

#### **SECTION E.14 Accessibility for the Disabled**

The necessary and appropriate facilities to accommodate access to the LPV spaces for the disabled will be provided as required by law. The resident requiring such facilities, or their representative, must inform the management of such needs in writing.

1. The Association will allow reasonable modifications to both the dwelling unit and the common element areas as required by law.
2. The resident will be responsible for the costs of such modifications.
3. Plans for limited common element and common element modifications must be approved by the Association before the work on the modifications begins.

4. All approved exterior modifications must be completed in a professional manner and shall adhere to the applicable building codes.
5. The owner of the unit will be responsible for obtaining all appropriate permits and submitting same to the Association prior to initiating modifications.

## **SECTION F UNIT DOCUMENTATION AND ACCESS**

Florida law requires condominiums to maintain certain documentation for each unit and to have the ability to access units under certain conditions.

1. All new residents must complete a Condominium Registration Form and provide copies of the Closing Statement, the Warranty Deed and, if applicable, the properly recorded certificate of exclusive of the carport. These documents must be provided before the Management Office will issue decals, amenity keys or gate opening devices.
2. Owners and residents must allow reasonable access to their unit in accordance with Florida law. It is strongly recommended that owners provide a key to their unit to the Association for emergency purposes.

## **SECTION G PARKING - AUTOMOTIVE AND VEHICULAR**

The Declaration of Condominium includes rules regarding parking facilities. The following rules and regulations provide for the use of vehicles on the LPV property consistent with the Declaration.

### **SECTION G.1 Parking**

There are four types of parking spaces provided in LPV: covered carport parking, open spaces marked "RESIDENT ONLY", unmarked open parking spaces, and spaces marked for handicap parking.

1. Covered carport parking spaces are individually reserved and are for the exclusive use of the authorized unit owner. These spaces are for the exclusive purpose of the parking of automobiles, other licensed street vehicles and bicycles.
2. The open spaces marked "RESIDENT ONLY" are reserved for use by residents and owners. Residents and owners may also use the unmarked open parking spaces.
3. All other vehicles, including guest vehicles, must park in the unmarked open spaces.
4. Each unit is permitted to have up to three automobiles or other licensed street vehicles parked in the community. All vehicles must be road worthy vehicles in normal

usage and in proper operating condition. This specifically excludes any vehicle that does not have a current license plate, any vehicle that cannot start and any vehicle with a flat tire for a continuous period in excess of twenty-four (24) hours within a one week period. Vehicles may NOT be stored on the LPV property. Abandoned or derelict vehicles are NOT allowed on the LPV property.

5. Owners, residents and their guest are NOT permitted to park or store campers, motor homes, recreational vehicles, trailers, boats or other similar vehicles on the property at any time except as otherwise provided by these rules.

6. Commercial service vehicles are permitted on the property only during the times of providing the commercial services for which they are hired or contracted. A *commercial service vehicle* for the purpose of this regulation is considered to be any vehicle normally and obviously used for commercial purposes including vehicles with company names or logos on the vehicle (NOTE: The Association attorney recommends that this paragraph be expanded to include vehicles with external equipment, etc. The attorney will work with us on the specific wording.)

7. Residents with a disability permit may request a parking space marked for handicapped parking. Once identified as such, any vehicle parking in the space must display a valid disability permit.

## **SECTION G.2 Carports**

Carports are limited common elements and the spaces within the carports are individually reserved for exclusive use of the assigned owner.

1. Carport spaces must be kept clean of all objects other than bicycles and road worthy motor vehicles which are in proper working condition.

2. The Association is responsible for cleaning leaves and other debris out of the carports.

3. The cost of repairs to carports is the responsibility of the unit owners for whom the spaces are reserved. The Association will secure and coordinate all repairs and the resulting costs will be pro-rated to the assigned owners.

## **SECTION G.3 Maintenance Work on Automobiles**

A car wash area is located in LPV near the northeast corner of the property for the use and convenience of the residents.

1. Vehicles may be washed at the car wash area and ONLY at that location. The hoses and nozzles provided by the Association at the carwash area must be left in that area.

2. No vehicle maintenance work may be done on the LPV property.

#### **SECTION G.4 Motorcycles**

The use of motorcycles shall be limited to normal street usage. Motorcycles must be parked in accordance with the requirements of Section G.1. Revised 5/10/12 to include: Motorcycles must operate in a manner which will not cause excessive noise.

#### **SECTION G.5 Baby Strollers and Other Wheeled Items**

Baby strollers and all other items with wheels, except bicycles and road worthy motor vehicles which are in proper operating condition, must be out of view and kept in the unit or the covered parking area storage closet.

### **SECTION H SALE OR LEASE OF CONDOMINIUM**

The Declaration of Condominium, Paragraph 20, includes the rules for transfer of units.

#### **SECTION H.1 Transfer of Unit**

1. The Declaration of Condominium, Paragraph 20, includes the rules for transfer of units.
2. Owners employing real estate agents to sell a condominium unit must notify the management office of the unit address and the real estate agent's name. The real estate agent will be required to present a current State of Florida Real Estate License to the Access Control Officer on duty at the gate for identification purposes.
3. Owners selling a unit, or the listing real estate agent representing the owner must provide visitor information to the Access Control Officer at the gatehouse for persons intending to view the unit. The information to be provided includes the name of the owner (or agent), the address of the unit, the name of the visitor and the approximate time of arrival of the visitor.

#### **SECTION H.2 Moving In/Out and Delivery of Goods or Services**

1. Residents are responsible for the delivery of goods and services to their units, including the moving of furniture and appliances in or out of units.
2. Large trucks and tractor-trailers may not be able to navigate the tight corners, S-curves and low overhead foliage in LPV and they may incur a safety hazard trying to

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back-up. The Access Control Officer on duty at the gate may request assistance from a representative of the Association when large trucks request entry to LPV. Section 13.1 (B)(3) of the Declaration of Condominium defines the responsibility of unit owners if maintenance or repair to property is caused by their misuse of the property.

3. The Access Control Officers at the gate house and the management office may not accept or provide for deliveries.

## **SECTION I ASSOCIATION AND MANAGEMENT**

1. Owner or resident requests for repair or maintenance services must be submitted to the Association at the management office in writing. A Lake Pineloch Village Work Order Request Form for this purpose is available throughout the LPV property at the mailbox locations.



## INDEX

Access to the Community.....	4
Accessibility for Disabled.....	12
Association and Management.....	16
Automobiles, Maintenance Work.....	14
Baby Strollers & Wheeled Items.....	15
Boat Slips at the Boat Dock.....	7
Boat Usage on LPV Property.....	6-7
Cable Television Service.....	11
Carports.....	14
Changes, Maintenance, Alterations and Improvements to Units.....	9-10
Cleanliness.....	10
Clothes Dryers.....	11
Common Elements.....	1
Common Facilities, Use of.....	5
Definitions and Abbreviations.....	1
Disability, Accessibility for.....	12
Enforcement.....	4
Introduction.....	1
Landscaping.....	8-9
Limited Common Elements.....	1
Maintenance Work .....	14
Motorcycles .....	15
Moving In and Out and Deliveries .....	15
Noise .....	8
Parking.....	13-14
Pest Control.....	10
Pets.....	7-8
Pool Area for a Party, Use of.....	5-6
Property, Buildings and Spaces.....	8
Recreational Activities.....	12
Refuse.....	11-12
Resident, definition of.....	1
Roofs.....	11
Sale or Lease of Condominiums.....	15
Signs.....	11
Solicitation.....	12

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*Approved (Date) March 25, 2004*

Swimming pool areas.....	5
Table of Contents.....	2-3
Tennis Courts.....	6
Unit Documentation and Access.....	13
Use of Pool Area for Party.....	5-6
Window Treatments.....	11