

RULES AND REGULATIONS
Edgewater Condominiums Apartments of Deltona, Florida, Inc
175 Palmetto Woods Ct. Deltona, FL 32725
REVISED SEPTEMBER 2024



OFFICE (386)574-6719 SECURITY (386)748-3915

We would like to take this opportunity to welcome you in calling Edgewater Condominiums home. The Board of Directors and Management strive to provide a safe, affordable, friendly community at Edgewater Condominiums. We seek to accomplish this by enforcing the rules and regulations of this community. It is the intention of the Board of Directors, the Manager, and existing residents to welcome new residents and to have an open, honest, and helpful relationship with new owners and renters.

The Board of Directors and Management hope you realize the importance of these rules and regulations in keeping this community a happy and friendly place to call home!

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Edgewater Condominiums is an Association of Condominium owners. The owner of each unit is a member of the Association. As a member in the association, the unit owner is entitled to use of their unit, limited common and common elements. If a unit owner chooses to rent their unit, they give up these rights. The Association is governed by an elected Board of Directors and assisted by an onsite Licensed Community Association Manager.

Owners are obliged to obtain homeowners insurance for the interior of their unit. If a unit owner intends to rent their unit, they should suggest that their tenants obtain renters insurance for contents. Edgewater Condominiums recommends being named as additional insured and a copy of a current policy be kept on file at the Edgewater office.

DEFINITIONS

FAMILY: A group of persons who are commented by blood or by affinity or through law within two or three generations. A group that consists of Parents and their children (including adopted and legal foster children). A group of persons living together and having a shared commitment to a domestic partnership.

GUEST: A non- family member invited by resident, who may stay overnight

COMMON ELEMENT: are those parts of a condo complex that belong to all owners. Including but not limited to all landscaping, lighting, pools, tennis court, and recreation area.

LIMITED COMMON ELEMENT: a portion of the common elements allocated for the exclusive use of one or more but fewer than all the units. Including but not limited to stairways and entryways.

PORCH/BALCONY: The porch/balcony is the area immediately adjacent to each unit accessed through two sliding doors. Pending Board Approval, a porch/balcony may be enclosed with screens or windows at the owners' expense.

STAIRWAYS: The steps allowing access to the second-floor units

ENTRYWAYS: The area immediately adjacent to the exterior door of each unit including the landing at the top of the stairways.

SMOKING: The act of inhaling and exhaling the fumes of burning plant material. Including, but not limited to cigarettes, cigars, pipes, vaping, and marijuana.

## VII: House Rules

In addition to the other provisions of the Edgewater Condominiums By-Laws, the following house rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the units located on the property and the conduct of the residents thereof.

A. Each unit shall be used only for residential purposes and may not be used for any business or commercial purposes whatsoever.

B. Unit Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other occupants, or in such a way as to be injurious to the reputation of the property. The use of the units shall be consistent with existing law. Owners and/or occupants shall exercise extreme care to minimize noise so as not to disturb the other persons and parties occupying units. The unlawful discharge of firearms including BB guns and pellet guns on the property is forbidden. If unit is vacant for more than 24 hours it is the responsibility of the resident to turn off water,

C. The total number of residents and guests permitted overnight in a unit is limited to (7) persons. The total number of occupants on a lease shall not exceed four (4) persons.

D. Owners authorizing any individual not listed as an owner to stay in their unit must email, fax, mail, or deliver authorization to the Edgewater Office at least 72 hours in advance of arrival. If intended stay is less than two months, a guest registration form must be filled out (from the office). For periods that exceed two months rental procedures apply.

E. Common Elements and Limit Common Elements shall not be obstructed, littered, defaced or misused in any manner. Smoking is prohibited on steps or entryways. Planting or altering of landscaping in any way is prohibited unless submitted in writing and approved by the Board of Directors.

F. NO STRUCTURAL CHANGES OR ALTERATIONS shall be made to any unit, except upon approval of the Board of Directors. Change or alteration requests must be submitted in writing to the Edgewater Office PRIOR to beginning any work. Tile and laminate flooring will not be approved in second floor units unless installed with a sound reducing barrier. Laminate flooring must have a sound barrier with an IIC-STC rating of 70+. Any structural changes or alterations made without board approval can result in legal action by the Board of Directors to return the unit to its prior state. The City of Deltona requires a permit for screened enclosures, window replacement, heater/air conditioner replacement, water heater replacement, and all electrical or plumbing work.

G. No Unit Owner and/or occupant of a unit shall post any advertisements or posters of any kind in or on the unit or on Condominium Property except as authorized by a majority of the Board of Directors. Commercial vehicles may not be parked onsite unless registered at the Edgewater Office to perform work at a specific unit.

H. No garments, rugs, clothing, or other items may be hung from any portion of the units American Flags may be displayed if they meet certain criteria. (Check with the office) SHUTTERS ARE NOT HURRICANE SHUTTERS; THEY ARE TO ALWAYS REMAIN IN THE UPRIGHT POSITION.

I. All garbage, trash, and recyclables must be deposited in the disposal installations provided for such purposes. Items that cannot fit in provided dumpsters must be removed off property for proper disposal. Trash must be placed in the dumpster immediately upon removal from the unit. No temporary outside storage of trash is allowed. (CRUSH ALL BOXES TO MINIMIZE)

J. No unit owner and/or occupant of a unit shall install wiring for electrical, telephone, or cable installation, nor install any type of exterior television antenna, satellite dish, plumbing, heating, and air conditioning units, etc., except as authorized, in writing, by the Board of Directors. Per Federal regulation, individual satellite dishes up to 39" in diameter are permitted on porches; provided it is mounted on a tripod. Written permission is required prior to install.

K. Boats are not permitted on Condominium Property.

L. Bicycles, tricycles wheeled toys of any kind including scooters, skateboards or roller skates shall not be ridden on Condominium property (Perimeter Drive included). Such items must be kept within the condominium unit, or designated area and walked or transported to a location where they can be legally used. They may not be kept or parked on grass, landscaped areas, and shall not obstruct any walkway, sidewalk, street, roadway, or entrance.

M. No motorcycles, scooters, motorized bicycles, or other like vehicle shall be allowed on Condominium Property (Perimeter Drive included). Said vehicles left unattended at any time will be subject to immediate tow at the vehicle owners' expense.

N. Porches or balconies are restricted to patio or porch type furniture, approved shades, operable bikes and plants. Each porch/balcony may have two storage cabinets not to exceed 6ft high, 3ft wide and 2 ft deep. Porches/Balconies are not to be used as a bedroom or for storage of anything including appliances, children's toys, or recreation equipment, etc. except that which can be concealed in such a cabinet. A single storage unit may be constructed to specifications per management. All porch/balcony screens must be kept in good repair.

O. Moving into a unit is not permitted PRIOR to approval, A Rules and Regulations Introduction must be completed before moving in. You must notify the office if you are moving out.

P. Any service personnel, contractors, repairmen, etc. performing work in or at any unit MUST sign in at the office. You must notify the office if you have scheduled service after 4:30 pm or on Saturday, unless deemed an emergency. Service is prohibited on Sundays, unless deemed an emergency.

Q. All barbeque and other cooking equipment is prohibited on Condominium Property including porches and balconies and entry ways. Electric UL and Fire Department approved grills, approved by the Board, are allowed within the units.

R. Ball throwing or throwing of any kind of object is not permitted on Condominium Property. The flying of Drones is prohibited unless approved, in writing, by the Board of directors.

S. No pets (Animal, Bird, Reptile, Fish, etc.) are permitted on condominium property at any time. The Policies and Procedures for a disabled/handicap owner or guest to request accommodation for a support animal is available upon written request from the Edgewater Office. An accommodation request and approval must be obtained PRIOR to a support animal being permitted on property.

T. Feeding of stray, feral, or wild animals is strictly prohibited. Any items found on common or limited common elements for the purposes of feeding feral, stray, or wild animals will be disposed of by management without further notice required (this includes bird feeders).

U. All maintenance requests must be submitted in writing via a Maintenance Request Form.

V. The Association shall have the right, to be exercised by the Board of Directors, to enter any unit during reasonable hours as may be necessary to prevent damage to any unit or common element. Every effort will be made and recorded to reach the unit owner prior to entering the unit. Edgewater Condominiums is not responsible for any damage that may occur in order to obtain entrance. The Association recommends a unit key be left at the office.

## RENTAL PROCEDURES

1. Edgewater Condominiums has a maximum of 25% of total units able to be rented/leased at any given time. Pending a percentage below 25, the by-laws of Edgewater Condominiums permit owners to rent their units. The By-Laws require that no unit may be rented for a period of less than sixty consecutive days. The only rental agreement accepted is the Edgewater Uniform Lease. A copy of a signed and current lease or lease extension must be on file at the Edgewater Office. Addendums may be attached to any uniform lease as owner or agent deems necessary, however the Edgewater Uniform Lease must be filled out in its entirety. It is the responsibility of the owner or agent to renew any lease 30 days prior to expiration. Failure to provide a current lease will result in tenant's vehicle being ticketed and possibly towed (at vehicle owners' expense) for non-compliance. Any one person or entity is limited to ownership of two (2) rental units.

2. Only the owner can authorize rental of a unit. Owners at Edgewater Condominiums must attend, along with their tenants, a Rules and Regulation Introduction.

3. Owners who rent their units are responsible for the actions of their tenants. The owner and lessee will be notified in writing by the Edgewater Office if a violation of any rule or regulation has occurred. Failure to correct or subsequent violations can result in fines payable by the unit owner.

4. A \$100 non-refundable application fee per applicant is required. All residents must pass a background check, attend a rules and regulations introduction and provide a signed uniform lease before moving any possessions into and/or occupying a unit.

5. Upon approval, a \$200 refundable fee is due payable to Edgewater Condominiums. The fee will be refunded within 30 days to the unit owner after the vacating of the renters, PENDING no damages to common elements or limited common elements and presentation of a forwarding address to office. Damages may include but are not limited to: damage to front door or landing, landscaping additions, and illegal use of dumpster for furniture or excessive debris. Any deductions in the original deposit will be explained in a letter along with any refund of the original deposit from the association.

6. Prior to the issuance of parking and recreation pass, a refundable fee (\$25 each) will be due payable to Edgewater Condominiums. If a second vehicle is approved, an additional \$25 will be due. The fee will be returned within 30 days of vacating, PENDING the return of all parking and recreation passes and presentation of a forwarding address to the Association office.

7. If a parking or recreation pass is lost there will be a \$10 non-refundable (cash only) replacement fee.

8. Each unit is allotted one parking spot. A second parking pass may be issued, at the manager's discretion. *\*see vehicle regulations*. Passes will only be issued to those specifically named on the lease.

9. If a tenant is locked out of their unit, they must contact their landlord (owner or property manager) for entry. If a spare key is supplied to the office, the landlord or property manager ONLY must submit the request to obtain the key. Should landlord or property manager make such a request after normal business hours, they must allow for a three-hour window for management arrival. The cost for after hour key retrieval is \$20 (cash only) and must be paid before key is released to tenant.

## VEHICLE REGULATIONS

THE POSTED SPEED LIMIT AT EDGEWATER CONDOMINIUMS IS 10 MPH.

1. Each unit is allocated one assigned parking spot that is reserved for the specific unit's use 24 hours a day, seven (7) days a week. In order to be provided a second parking pass, there must be at least two adult residents (lessee or owner) and they must pay the application fee and pass a background check. NO THIRD PASS SHALL BE ISSUED TO ANY UNIT.

2. Residents who rent a unit must have a visible current parking pass. Vehicle description must match what is listed on the pass. Any vehicle that will be parked onsite after midnight must display a valid pass. Any vehicle without a valid pass will be issued one violation notice and one tow notice. A third violation will result in the vehicle being towed at the vehicle owner's expense.

3. A vehicle is limited to 10 passes in a three-month period. If additional passes are required, the owner of vehicle must pay the application fee, pass a background check, and must be added to the lease, if applicable. before additional parking passes can be issued.

4. Standard passenger cars, vans, mini-vans, pick-up trucks of a one-ton capacity or less and SUVs shall be permitted parking passes providing the following criteria are met:

- All vehicles must be in operating condition, must not leak fluid, or have excessive damages.
- All vehicles must conform to Florida State Law and bear current registration
- The vehicle is not excessively noisy: Not limited to loud mufflers or radios
- The length of the vehicle shall not exceed 18' from the car stop.
- The height of the vehicle shall not exceed 8'
- The lowest part of the vehicle bumper shall not be more than 24" above the ground.
- The lowest part of the vehicle must be higher than 4"
- Commercial signs may not be displayed (or covered) on any vehicle staying overnight.
- Vehicles with ladder racks are prohibited
- Pick-up truck beds must be completely empty. If the bed of a pick-up has a topper with windows, contents of the bed should not be visible
- Covered vehicles are permitted if a written request to cover is submitted to the Edgewater office

5. Performing repairs on vehicles on condominium property is prohibited, unless deemed an emergency. The office must be notified of such repairs.

6. Washing of vehicles on condominium property is prohibited.

7. Vehicles may not be used for sleeping.

8. Any owner who rents their unit cannot leave a vehicle on condominium property.

9. Back-in parking is prohibited.

10. Motor homes, recreational vehicles, campers, and trailers are not allowed on premises.

**\*\*DEFACING PROPERTY WITH A VIOLATION STICKER WILL RESULT IN THE IMMEDIATE TOWING OF VEHICLE LISTED AT VEHICLE OWNERS' EXPENSE. ENFORCED 24HRS A DAY/7 DAYS A WEEK. NO FURTHER NOTICE REQUIRED\*\***

**\*\*MOTORCYCLES, SCOOTERS, OR OTHER LIKE VEHICLE ARE PROHIBITED ON CONDOMINIUM PROPERTY. ANY SUCH VEHICLE IS SUBJECT TO IMMEDIATE TOW AT VEHICLE OWNERS' EXPENSE. NO FURTHER NOTICE REQUIRED\*\***

SWIMMING POOL REGULATIONS  
NO LIFE GUARD – SWIM AT YOUR OWN RISK  
POOL HOURS 9AM – 9PM

POOLS SHALL BE EVACUATED AT THE SOUND OR SIGHT OF THUNDER OR LIGHTENING  
POOLS SHALL REMAIN CLOSED FOR 30 MINUTES AFTER THE STORM PASSES

POOL RULES: PROTECTION FOR YOU AND YOUR PROPERTY  
RESIDENTS ARE RESPONSIBLE FOR THEIR GUESTS

\*\*RESIDENTS MUST ACCOMPANY THEIR GUESTS\*\*

1. VALID RECREATION PASS IS REQUIRED Failure to allow authorized personnel (Security, pool monitors, employees of Edgewater, or Board Members) to view pass, will be asked to leave the gated area.
2. Children under 16 years of age must be accompanied by an adult.
3. Shower before entering. Oil-based products, such as lotions, soaps, and deodorants, can disrupt the balanced chemicals in the pool,
4. Swimming cap or hair tie required for hair longer than 5 inches.
5. No person with open sores, cuts or communicable disease shall enter the pool.
6. No objects shall be thrown into the pool.
7. ONLY bathing suits allowed in pool.
8. NO FOOD inside pool gates.
9. NO GLASS or breakable containers inside pool gates.
10. NO ANIMALS
11. Those who are not toilet trained are prohibited from using the pool unless swim diapers are worn under bathing suit
12. NO LARGE FLOATS allowed in the pool or inside fenced area of pool
13. Small toys (specifically made for pool use) , pool noodles, and round floats (24 inches or less) are permitted but must be removed upon departure. Water guns, water balloons, and water blaster type toys are prohibited. When utilizing pool toys, please be respectful of other guests.
14. NO DIVING, NO RUNNING, NO JUMPING, NO HORSEPLAY shall be allowed inside the pool gates.
15. NO RADIOS or NUISANCE noises in the pool areas.
16. SAFETY ROPE: DO NOT SIT ON, STAND ON, HANG ON, REMOVE or DAMAGE the rope. ANY DAMAGE will render the pool CLOSED until repaired.
17. Pool furniture shall not be reserved or rearranged
18. Smoking is prohibited in the courts' fenced area or where second-hand smoke becomes a hazard to others.
19. SUSPECTED intoxicated persons shall BE ASKED TO LEAVE IMMEDIATELY.

\*ANY VIOLATION OF A POOL REGULATION MAY RESULT IN THE CONFISCATION OF RECREATION PASS\*

\*RE-ISSUANCE OF A CONFISCATED RECREATION PASS REQUIRES BOARD APPROVAL\*

Edgewater Condominiums is not responsible for personal articles left at the pool.

INITIAL\_\_\_\_\_

## TENNIS COURT REGULATIONS

**\*\*RESIDENTS MUST ACCOMPANY THEIR GUESTS \*\***

1. VALID RECREATION PASS IS REQUIRED. Failure to allow authorized personnel (Security, employees of Edgewater or Board Members) to view pass, will be asked to leave the gated area.

**\*\*RESIDENTS ARE RESPONSIBLE FOR THEIR GUESTS\*\***

2. Tennis courts are open from 9am – Sunset
3. Courts are available on a first come, first serve basis.
4. Please limit play to 90 minutes when others are waiting.
5. Proper tennis attire is required, specifically proper tennis shoes.
6. No food or drink inside the fenced courts (water in a closed plastic container is allowed).
7. No radios, loud noises, or horseplay is permitted inside the courts' fenced area.
8. Tennis courts may be used for Tennis or Pickle Ball only.
9. Please observe proper tennis and pickle ball etiquette.
10. Smoking is prohibited in courts' fenced area or where second-hand smoke becomes a hazard to others.

## RECREATION AND PICNIC AREA

**\*\*RESIDENTS MUST ACCOMPANY THEIR GUESTS \*\***

1. VALID RECREATION PASS IS REQUIRED. Failure to allow authorized personnel (Security, employees of Edgewater or Board Members) to view pass, will be asked to leave the gated area.

**\*\*RESIDENTS ARE RESPONSIBLE FOR THEIR GUESTS\*\***

2. The Magnolia Recreation area is open from 9am to Sunset
3. Food is permitted at the recreation area. Food or garbage may not be left at the recreation area.
4. Picnic tables must be cleaned after use. Please bring necessary cleaning supplies to ensure area is free of food and/or substances that may attract insects or other animals.
5. Use of all games and equipment is at your own risk. Edgewater Condominiums is not responsible for any damage to equipment or persons using recreation equipment.
6. Bicycles left in the bicycle parking area are at the risk of the owner. Edgewater Condominiums is not responsible for any theft or damage to bicycles left in this area.
7. NO NUISANCE NOISES OR DISRUPTIVE BEHAVIOR
8. Smoking is prohibited in courts' fenced area or where secondhand smoke becomes a hazard to others.
9. NO GRILLING. Only Board of Directors may authorize special and association events,

**\*\*ANY VIOLATION OF TENNIS COURT/PICNIC AREA REGULATIONS MAY RESULT IN THE  
CONFISCATION OF RECREATION PASS**

**\*RE-ISSUANCE OF A CONFISCATED RECREATION PASS REQUIRES BOARD APPROVAL\***

Edgewater Condominiums is not responsible for personal items left at the tennis court/recreation area.  
Fines for violating any of the Edgewater Condominium Rules and Regulations

INITIAL\_\_\_\_\_

Senate Bill 1196 became law on July 1, 2010, and with its enactment, Condominium Associations were empowered with the authority to levy fines against the owner of the unit, its occupant, licensee, or invitee for failure to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association.

Pursuant to "718.303(3), *Florida Statutes*, the association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. A fine may not become a lien against the unit. A fine may be levied on the basis of each day of continuing violation, with a single notice and opportunity for hearing. However, the fine may not exceed \$100.00 per violation, or \$1,000.00 in the aggregate."

PLEASE SIGN AND DATE BELOW AGREEING YOU HAVE READ, UNDERSTOOD, AND WILL ABIDE BY ALL OF THE EDGEWATER CONDOMINIUM RULES AND REGULATIONS.

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Signature

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Date

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Signature

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Date