

**LAKES OF DEER CREEK**

**RULES AND REGULATIONS**

RULES AND REGULATIONS

OF

THE LAKES OF DEER CREEK CONDOMINIUM ASSOCIATION, INC.

THE RULES AND REGULATIONS HEREINAFTER ENUMERATED AS TO THE CONDOMINIUM PROPERTY, THE COMMON ELEMENTS, THE CONDOMINIUM UNITS AND THE CONDOMINIUM IN GENERAL SHALL BE DEEMED IN EFFECT UNTIL AMENDED AS PROVIDED BY THE BYLAWS OF THE ASSOCIATION AND SHALL APPLY TO AND BE BINDING UPON ALL UNIT OWNERS. THE UNIT OWNERS SHALL AT ALL TIMES OBEY SAID RULES AND REGULATIONS AND SHALL SEE THAT THEY ARE OBEYED BY THEIR FAMILIES, GUESTS, INVITEES, SERVANTS, LESSEES, PERSONS FOR WHOM THEY ARE RESPONSIBLE AND PERSONS OVER WHOM THEY EXERCISE CONTROL AND SUPERVISION. VIOLATION OF THESE RULES AND REGULATIONS MAY SUBJECT THE VIOLATOR TO ANY AND ALL REMEDIES AVAILABLE TO THE CONDOMINIUM ASSOCIATION AND OTHER UNIT OWNERS PURSUANT TO THE TERMS OF THE DECLARATION OF CONDOMINIUM, THE ARTICLES OF INCORPORATION OF THE ASSOCIATION, THE BYLAWS OF THE ASSOCIATION AND FLORIDA LAW. VIOLATIONS MAY BE REMEDIED BY THE CONDOMINIUM ASSOCIATION BY INJUNCTION OR OTHER LEGAL MEANS AND THE ASSOCIATION SHALL BE ENTITLED TO RECOVER IN SAID ACTIONS ANY AND ALL COURT COSTS INCURRED BY IT, TOGETHER WITH REASONABLE ATTORNEYS' FEES, IN ADDITION TO ANY REMEDIES OR RIGHTS WHICH THE ASSOCIATION OR ANY UNIT OWNER MAY HAVE TO RECOVER DAMAGES, COSTS AND ATTORNEYS' FEES AGAINST ANY PERSON VIOLATING THE RULES AND REGULATIONS OR THE DECLARATION OF CONDOMINIUM AND ANY OF THE EXHIBITS THERETO. THE BOARD OF DIRECTORS MAY, FROM TIME TO TIME, ADOPT NEW RULES AND REGULATIONS OR AMEND OR REPEAL PREVIOUSLY ADOPTED RULES AND REGULATIONS. ANY WAIVERS, CONSENTS OR APPROVALS GIVEN UNDER THESE RULES AND REGULATIONS BY THE BOARD OF DIRECTORS SHALL BE REVOCABLE AT ANY TIME AND SHALL NOT BE CONSIDERED AS A WAIVER, CONSENT OR APPROVAL FOR ANY OTHER PURPOSE OTHER THAN THAT WHICH IS IDENTIFIED AT THE TIME OF THE GIVING OF SUCH WAIVER, CONSENT OR APPROVAL.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS: No unit owner shall make, cause to be made or allow to be made any alteration and/or structural modification to his condominium unit or to the common elements without the prior written consent of the Board of Directors and, where applicable, any mortgagee.
2. ANTENNA AND WIRING: No radio, television, or air conditioning installation or other wiring shall be made without the written consent of the Board of Directors. Any aerial or antenna erected or installed on the roof or exterior walls of the building without the consent of the Board of Directors, in writing, is subject to removal, without notice, and at the cost of the unit owner for whose benefit the installation was made.
3. UNIT USE: Units shall not be used for commercial or business purposes and shall only be used as residences.
4. BUILDING EMPLOYEES, CONTRACTORS AND DEVELOPER'S EMPLOYEES: No unit owner or member of his family or guest shall give orders or instructions to building employees, contractors or the developer's employees, but rather shall express his desires to the person designated for this purpose by the Board of Directors.
5. CHILDREN: Each unit owner shall be solely responsible for the actions and any damage caused by his children or children visiting him. Unit owners shall be responsible for and shall require their children and visiting children to comply with all rules and regulations concerning the recreational facilities. Children under twelve (12) years of age shall not be allowed in the pool and deck area unless accompanied by an adult at all times.
6. CLEANLINESS: Each unit owner shall maintain his unit, and especially the exterior of his unit, in a clean and orderly manner, and in a manner which will not be offensive to any other unit owner. No linen, towels, clothing or other items shall be placed or hung on the exterior of any unit. All debris on the exterior of a unit shall be picked up regularly.



7. COMPLAINTS: All complaints of unit owners shall be made in writing and delivered to the person designated for such purpose by the Board of Directors or to a member of the Board of Directors.

8. CONDUCT: No person in a living unit or in the common areas of the condominium shall engage in loud and boisterous or other disorderly, profane, indecent, immoral or unlawful conduct.

9. DAMAGED COMMON ELEMENTS: Damage to common elements, including but not limited to the condominium buildings and landscaped areas, caused by a unit owner or his guests or invitees, shall be the sole responsibility of such unit owner.

10. DELIVERIES: The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for an owner, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees of the Association or the employees of the developer, and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered, hereby assume all risks of theft, conversion, disappearance, loss and damage of and to such items.

11. EXTERIOR APPEARANCE: No improvements may be made or placed upon the exterior of any unit or on any of the common elements of the condominium without the prior written consent of the Board of Directors. Any consent of the Board of Directors to any improvement to be made in or on the exterior of any unit, or to anything to be placed therein or thereon, may be withheld on purely aesthetic grounds, within the sole discretion of the Board of Directors.

12. FLAMMABLE MATERIALS: No flammable, combustible or explosive fluid, chemical or substance shall be kept in any living unit, storage area or common element area, except such as required for normal household use.

13. GUEST OCCUPANCY: Temporary guests are permitted to reside in any unit for not more than thirty (30) days in any calendar year so long as such guests do not create or cause an unreasonable source of noise, annoyance or disturbance to the other unit owners and permanent residents of the condominium. All temporary guests shall be required to comply with all of the rules and regulations of the condominium and other obligations created by the Declaration of Condominium and its exhibits. For purposes of this Paragraph, any person occupying a unit in the absence of the unit owner, or in the absence of an occupant or tenant approved by the Board of Directors, shall not be deemed to be a temporary guest, but rather shall be deemed to be occupying the unit pursuant to a lease, regardless of the presence or absence of consideration with respect to the occupancy. The Board of Directors reserves the right to limit the number of temporary guests which may reside in a unit at any time. The Board of Directors reserves the right to evict any temporary guest who violates the foregoing requirements.

14. GUNS: No guns shall be permitted to be discharged any place on the condominium properties including the common areas and living units, except as might be permitted in the event of an emergency under the applicable laws of the State of Florida. Guns for this purpose shall include, but not be limited to, rifles, shotguns, pistols, BB guns and sling shots.

15. HURRICANE PREPARATIONS: Each unit owner who plans to be absent from his living unit during the hurricane season must prepare his living unit prior to his departure by:

- A. Removing all furniture, plants and other objects from the exterior portion of his unit.
- B. Designating a responsible firm or individual to care for his living unit should the living unit suffer hurricane damage, and furnish the Board of Directors, or the person designated by the Board of Directors for such purpose, with the name of said firm or individual.
- C. Any unit owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other unit owners, and/or to the common elements resulting from such failure.



16. INSURANCE RATES: No unit owner shall permit or suffer anything to be done or kept in his living unit which will increase the rate of insurance on the condominium property.

17. MOTORCYCLES: Motorcycles will not be parked or placed in any area other than in designated motor vehicle parking spaces. No motorcycles will be driven upon common areas other than roadways and parking areas. All motorcycles will be equipped with appropriate noise muffling equipment, and the Board of Directors shall be authorized to bar from the condominium properties any motorcycle or other motor vehicle that causes an abuse of normal noise levels. No motorcycles shall be permitted to be parked in the parking spaces or parking areas or any other portions of the common elements overnight. Any damage done to the common elements, including but not limited to pavement, as a result of motorcycle kick-stands or other use of motorcycles, shall be the sole responsibility of the owner of the motorcycle causing such damage.

18. HUIANCES: No unit owner shall make or permit any disturbing noises any place upon the condominium properties by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No phonograph, television, radio, sound amplifier or other sound equipment may be played or operated in such manner that same disturbs or annoys other occupants of the condominium.

19. PARKING: Parking areas upon the condominium property shall be used only by residents of the Condominium and their guests and invitees. Only automobiles, small trucks, vans, and other vehicles commonly used as private passenger vehicles may be parked on the condominium property without the consent of the Association. Other types of vehicles, and boats and trailers, may not be parked on the condominium property without the written consent of the Association, which may be arbitrarily withheld. Furthermore, no vehicle shall be parked on the condominium property without the written consent of the Association, which may be arbitrarily withheld, if commercial equipment is exposed in or upon the vehicle. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles making delivery to or from, or while used in connection with providing services to, any unit or the condominium property. No vehicle which cannot operate on its own power shall remain on the condominium property for more than twenty-four (24) hours, and no repair of any motor vehicle shall be made on the condominium property. In connection therewith, no motor vehicle shall be placed upon blocks, jacks, or similar device, anywhere on the condominium property. No motor vehicle shall be parked other than in areas designated for parking. Vehicles improperly parked will be towed away at the expense of the owner of the condominium doing or permitting such act, and/or the owner of the vehicle. Parking spaces which are assigned to a particular unit may only be used by the residents of that unit, and their guests and invitees.

20. PASSAGEWAYS: Sidewalks, entranceways, passageways, vestibules, and all other portions of the common elements must at all times be kept free of obstruction and encumbrance, and shall not at any time be used for any purpose other than ingress and egress. No carriages, bicycles, wagons, shopping carts, chairs, benches, tables or other objects shall be stored or kept in or upon such areas.

21. PERSONAL INSURANCE: Although the insurance coverage afforded through the Association in addition to other coverage, provides hazard insurance for the individual living units, such insurance does not include coverage of personal property and liability coverage for the individual unit owners. Therefore, it is recommended that such coverage be obtained by each of the individual condominium unit owner should they be desirous of having such coverage.

22. PERSONAL PROPERTY: The personal property of a unit owner shall be stored within his condominium living unit or where applicable in assigned storage areas, but in no event shall such property be stored or left within or upon other portions of the common elements or public areas.

23. PEST CONTROL: All unit owners are required to permit employees of pest control companies employed by the Association to enter their units at regularly scheduled times to perform pest control services.



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24. PETS: All pets are prohibited except as expressly permitted by the Declaration of Condominium. Any permitted cat or dog must be carried or walked on a leash at all times. The Board of Directors may designate portions of the common elements on the exterior boundaries of the condominium as "pet walking" areas, and in that event no unit owner shall permit his pet to deposit animal waste on any other portion of the condominium property. No pets may be kept, bred, or maintained for any commercial purpose. The Board of Directors shall have the right to require any pet to be removed from the condominium which causes an unreasonable source of annoyance to any unit owner, or if these Rules and Regulations are violated with respect to the pet.

25. PLUMBING AND ELECTRICAL: Water closets and other plumbing shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be placed therein. Grease and other foreign substances shall not be poured down drains. Electrical outlets and electrical wiring shall not be over burdened. Total costs of all maintenance, repairs and replacements connected with any misuse of plumbing and/or electrical installations shall be the responsibility of and paid by the individual unit owner.

26. PLANTINGS: No plantings of whatever nature shall be made by any unit owner upon any public areas, and/or other portions of the common elements, without the prior written approval of the Board of Directors.

27. RECREATIONAL FACILITIES: The use of the recreational facilities is limited solely to the members of the Association and their invited guests. Swimming and other use of the recreational facilities shall at all times be solely at the risk of the individuals involved, and in no event that of the Association or its members. The use of the recreational facilities shall be regulated from time to time by the Board of Directors. Additional regulations shall include those that are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities and those that are deemed necessary and reasonable from time to time to insure the proper use of the facilities by all of the members of the Association. Amended and/or additional Rules and Regulations shall be posted in a conspicuous place, in or upon the recreational facilities and it shall be the responsibility of the individual unit owners to apprise themselves of same. Private use of the recreational facilities must be arranged through, and only after permission has been granted by, the Board of Directors. The user of the recreational facilities shall be responsible to leave same in a clean and orderly manner and shall be responsible for any breakage and/or damage caused. No boating, swimming or wading shall be permitted in any lake existing within the condominium property.

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28. RIGHT TO ENTER IN EMERGENCIES: In case of emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Directors, or any other person authorized by it shall have the right to enter such dwelling for the purpose of remedying or abating the causes of such emergency, and such right to enter shall be immediate.

29. ROOF: No person shall be permitted upon the roof of any condominium building without the prior consent of the Board of Directors.

30. SOLICITATIONS: There shall be no solicitation permitted by any persons anywhere in or about the condominium property for any cause, charity or for any purpose whatsoever, unless specifically authorized in advance by the Board of Directors.

31. SERVICE PEOPLE: No unit owner shall permit any service people, whether for purposes of maintenance, repair, replacement or improvement, to work in his unit before 8:00 A.M. or after 9:00 P.M., except in cases of emergencies.

32. SIGNS: No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the outside or inside of any unit so as to be visible from outside of the unit, or upon any portion or part of the common elements without the prior written consent of the Board of Directors.

33. ~~WASTE AND GARBAGE~~: All refuse, waste, bottles, cans, garbage and trash shall be securely wrapped in plastic garbage bags and placed only in those containers and areas designed for such purpose.

34. VEHICULAR AND PEDESTRIAN TRAFFIC: All vehicular and pedestrian traffic being in and/or operating upon the condominium property shall at all times comply with controlling governmental laws. All such traffic shall at all times obey any traffic signs and/or other equipment employed for the purpose of traffic control, whether or not same is placed by governmental authorities and/or the Association. Unless otherwise posted, vehicular traffic shall adhere to a maximum speed limit of 15 m.p.h.

35. WHEEL VEHICLES: No unit owner shall permit wheel vehicles, including but not limited to bicycles, carriages and shopping carts, to be used in a manner that would interfere with vehicular and pedestrian traffic upon the condominium property.

36. WINDOW, DOOR AND BALCONY TREATMENTS: No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of the condominium buildings without the prior written consent of the Board of Directors. Terraces, balconies, porches or patios may not be enclosed, which includes the screening of same, nor may anything be affixed to the walls within such terraces, balconies, porches or patios except with the prior written consent of the Board of Directors. No blinds, shades, screens, decorative panels, window or door coverings shall be attached to or hung or used in connection with any window or door in a unit, if affixed to the exterior of a unit, without the prior written consent of the Board of Directors. No clothes lines or similar device shall be permitted on any portion of the condominium property, nor shall clothes be hung anywhere except in such areas, if any, as are designated from time to time by the Board of Directors.

PROPOSED ADDENDUM

TO PARAGRAPH 27, "RECREATIONAL

FACILITIES", OF THE RULES

AND REGULATIONS OF

"THE LAKES OF DEER CREEK CONDOMINIUM ASSOCIATION, INC."

Parking of vehicles upon the condominium property designated for parking at the Recreation Building is prohibited except for the following: The Association's staff, officers, and Directors; persons conducting business with the Association's administrative office; users of the Recreation Building and/or swimming pool and their invited guests; ~~Officers, Directors and staff of Deer Creek Improvement Association, Inc. (DCIA); persons conducting business with DCIA's administrative office located therein; the DCIA Security Vehicles and the personal vehicles of the Security Force while on duty.~~ Vehicles improperly parked, pursuant to this addendum, will be towed away at the expense of the owner of the vehicle.

*Deleted  
C.M. S. J.*

*Approved and Adopted  
on 4/9/82  
John B. [Signature]  
President*