

# ORLANDO SUN VILLAGE HOMEOWNERS' ASSOCIATION

## RULES AND REGULATIONS

2015

The Board of directors of Orlando Sun Village Homeowners' Association asks for full cooperation in the observance of rules designed to make our community a pleasant place in which to live. The Board has a legal responsibility to administer the affairs of the corporation and the property for the benefit of all the owners.

All homeowners, residents, visitors and guests shall adhere to the following rules and regulations:

### 1. QUIET ENJOYMENT

- a. No nuisance, noxious or offensive activity shall be carried on in or adjacent to any unit or in the Common Areas, nor shall anything be done thereon either willfully or negligently, which may become an annoyance or nuisance to the Owners, or occupants of the property.
- b. Owners are responsible for the actions of their tenants and guests.
- c. This being a family oriented community, any person intoxicated or appearing to be intoxicated shall be barred access and use of the recreational facilities. The term intoxicated is not restricted to any legal definition and shall be extended to mean anyone who is abusive, physically or verbally offensive, and lewd or otherwise embarrassing to other owners, residents or their guests.
- d. No soliciting is allowed without the prior written permission of the Board. No advertising or commercial signs are permitted on the units or Common Areas.

### 2. DRIVING AND PARKING

- a. All owners, residents and guests must park in designated areas only. No vehicles shall be operated or parked anywhere on the common grounds either than the roads and parking areas specifically marked for such use.
- b. There is no overnight street parking at the premises. VIOLATORS WILL BE TOWED AT THEIR OWN EXPENSE.
- c. No vehicle, including mopeds or any other motorized vehicle, whether consisting of two (2), three(3) or more wheels are permitted to drive or park on grassy areas or sidewalks at any time.
- d. No unlicensed driver shall be permitted to operate any type of motor driven vehicle on the premises. All vehicles must have a valid tag and current registration sticker displayed on the subject vehicle.
- e. Joy riding, reckless driving or unnecessary racing of engines is hereby prohibited.

f. Motor vehicles of all types must be properly muffled, licensed with current annual stickers displayed and maintained in a satisfactory manner.

g. No repair or maintenance work may be performed on motor vehicles within the community. Any damage caused to the road surface as a result of fluid leaks shall be remedied at the unit owner's expense. Failure to pay such expenses will result in legal action and/or lien on property.

### 3. PETS

a. Only one (1) pet shall be permitted per residence within the community, so long as the weight at full growth does not exceed ten (10) pounds. All dogs and cats must have proof of current rabies tags. Residents shall have the right to keep a pet after having received the prior approval of the Property Manager.

b. No pets (except for properly permitted service animals) allowed at anytime in the following areas: CLUBHOUSE OR POOLS.

c. All pets shall be carried or walked on a leash not to exceed ten (10) feet in length at all times when outside the residence. ANY FECES left by any pet on the Common Area (except for duly designated pet areas) shall be picked up immediately by the person walking the pet, who shall at all times carry visible means to clean up any feces immediately.

d. Owners shall not permit pets to be a disturbing nuisance to other residents. Pets determined by the Board of Directors to be offensive to residents must be immediately removed from the community.

e. In any event any owner or tenant who violates the provisions of this Section, the Board of Directors shall have the authority to enforce the provision of said Section by causing the owner or tenant who has violated the rules to remove the pet from the community and/or imposing reasonable assessments or fines on the owner or tenant.

f. Pets shall not be left unattended in the common areas or on patios, decks or balconies of a unit.

g. All dogs and cats must be registered on the owner information form.

h. All dogs kept within the complex shall have a current license and name tag.

i. Dogs are not allowed in the common areas unless on a leash and attended by a qualified resident at least 18 years of age.

j. No exotic pets, livestock reptiles, insects or poultry shall be kept in any home. Usual and ordinary domestic pets, including dogs, cats, fish, and birds inside cages may be kept as household pets within any home provided they are not kept, bred or raised for commercial purposes.

k. Balconies, patios, or decks are not to be used for feeding or watering pets or birds. Balconies, patios or decks are not to be used for droppings deposited by a pet (i.e., no

litter boxes, etc.).

l. No more than a total of one (1) pet per household are permitted to be maintained in the project. Any dog or breed of dog which the Property Manager reasonably determines to be a threat to the safety of the occupants of the project shall not be allowed in the project.

m. Pit bull dogs are not allowed in the project under any circumstances.

n. No resident or tenant may maintain any aquarium or other container that contains or is capable of holding more than 15 gallons of water.

o. The Board has the power to prohibit the keeping or maintenance of any animal, which, in the opinion of the Board, after notice and hearing, is deemed by the Board to constitute a nuisance to any other resident.

p. Each person bringing or keeping an animal within the project shall be absolutely liable to other residents and their invitee's for any damage to persons or property caused by that animal. It shall be the duty and responsibility of each such resident to clean up after such animals that have deposited droppings or otherwise used any portion of the project or Public Street abutting or visible from the property. Guests are not permitted to have pets on the premises.

q. Animals belonging to residents must be kept within an enclosure or on a leash held by a person capable of controlling the animal.

r. Uncontrolled animals in the common area are subject to immediate restraint and will be turned over to the Humane Society, and/or the owner of the pet will be subject to the violation process of the Association.

s. All pet owners shall be responsible for their pet's nuisance and noise disturbance. Dogs are not to bark unnecessarily or incessantly.

t. No pets are allowed in the pool and spa area. or community room.

#### 4. SALE OF RENTAL PROCEDURES

No Owner of a unit shall be permitted to lease a unit without the prior approval of the Property Manager. Only one (1) lease agreement shall be permitted during any 12-month period unless otherwise approved by the Property Manager of the Association. The Board of Directors shall have the right to adopt and enforce reasonable rules and regulations with respect to the leasing of units, including, without limitation, a reasonable charge for the processing of the approval of a lease agreement or renewals thereof to be paid by the owner of a unit seeking such approval. In addition, the Board of Directors shall have the right to require each owner of a unit seeking approval of a lease agreement to deposit with the Association a damage and assessment deposit to be used in the event of any damage to common areas attributable to a tenant of such Owner.

a. All requests for leasing shall be submitted in writing to the Property Manager for consideration. Provided, however, that the Property Manager shall have at least two

weeks time to consider any lease. All assessments must be paid current prior to the leasing of any unit. No interview will be scheduled unless these payments are received at least 48 hours prior to the interview date. The Board of Directors designates the control of rentals to the Property Manager.

- b. No owner may lease a unit unless the proposed lessee shall fill out the Association Application forms in detail. To these completed forms there must be attached a copy of the fully executed lease documents. The Board of Directors has the authority to charge an application fee and deposit amount from time to time.
- c. The completed application must be submitted to the Property Manager at least two (2) weeks prior to the starting date of the lease. This means that all forms must be filled out in detail and all assessments must be current. The process will not begin until all the information is received and requirements met.
- d. All applicants must make themselves available for a personal interview with the Property Manager prior to final approval. Occupancy prior to final approval is prohibited. This includes any moving of personal items into the unit prior to approval by the Property Manager. The Property Manager shall issue its approval or denial of a lease within fifteen (15) days of receipt of all the required information, fees, and deposits as required, and the interview.
- e. The owner or his representative must provide the proposed lessee with a copy of all Association documents and Rules and Regulations of the Association prior to the interview. Furthermore, the lessee must sign an agreement to abide by the Association documents and the Rules and Regulations.
- f. Subsequent to the initial approval by the interview Committee, any other occupants must submit an application and be approved. No subletting is allowed nor any transient accommodations.
- g. It shall be the sole exclusive obligation and responsibility of the owner or his designated representative to ensure that his lessee complies with Rules and Regulations of the Association, as well as the Declaration of Covenants, Conditions and Restrictions of the Association, in as much as the Declaration and Rules and Regulations shall apply to the lessee with the same force and effect as they do the owner.
- h. All tenants shall execute a written document prior to moving into a residence, which shall contain the following clauses:  
  
*"Lessee hereby acknowledges receipt of a copy of the Rules and Regulations to the Association and agrees to abide by same." "No subletting or assignment of this lease is permitted".*
- i. Sale. No sale or other transfer of a unit may take place without the prior issuance of a Certificate of Approval by the Association. The purpose of the requirements for the Certificate of Approval is to assure that the prospective purchaser/owner is aware of their obligations as a member of the Association and have been interviewed and informed by the

Association prior to the consummation of the sale or transfer.

j. All tenants shall be subject to a criminal background check. In the event a prospective tenant has a criminal record, the prospective tenant may be subject to denial as a resident at the discretion of the Property Manager.

## 5. TRASH PICK UP AND LITTER

a. Purpose: To have a clear and coherent policy regarding usage of trash receptacles and establish fines for misuse of trash facilities.

b. No unconcealed trash or similar items shall be kept or maintained where such items are visible from public or private streets, other units, balconies, walkways, or recreational areas within the project.

c. Trash containers have been provided by the Association, located in their designated positions in the property. These trash containers MUST remain in their designated locations and may not be moved or manipulated in any manner whatsoever by anyone, for any reason, without the express permission of the Board of Directors.

d. The large trash containers are provided only for the disposal of ordinary household refuse, the type normally generated within the ordinary course of daily living.

e. No person shall cause ANY OVERSIZED item to be placed either in or around the trash containers at any time or for any reason.

f. No children of any owner, tenant, social guest or invitee shall be allowed to play or remain within the common area which is reserved for refuse disposal, including the areas surrounding the large trash containers.

g. No person shall cause any appliance or replaced household structure to be placed either in or around the trash containers at any time for any reason.

h. By the way of example, and not meant as a complete list, the following types of items are not permitted to be placed either in or around the trash containers: toilets, sinks, bathtubs, appliances, chemicals, paint, gasoline, combustible items of any type or kind, doors, televisions, washing machines, clothes dryers, refrigerators, automobile parts, tires/wheels, large plastic items, curtain rods, moving boxes, broken windows, bicycles, Christmas trees, large boxes, any furniture, rugs, carpeting, flooring, oversized wood pieces, deceased animals or pets, or any implements or instrumentalities commonly associated with residential moving (either into or out of the project).

i. ONLY regular, ordinary household trash of the type normally generated on a daily basis, is allowed to be placed in the trash containers, and only in reasonable quantities.

j. If any member or tenant requires the disposal of an extraordinary quantity of refuse, then SEPARATE arrangements must be made by that owner or tenant for a special pickup of the items.

k. Likewise, if any member or tenant wishes to dispose of refrigerators, sofas, mattress,

carpet appliances, or similarly large or uncommon items, then SEPARATE arrangements must be made by that owner or tenant for a special pickup of these items.

l. ANY dumping, usage which violates the letter or spirit of this regulation shall be deemed MISUSE.

m. ANY MISUSE of the trash containers or violation of this regulation shall warrant the imposition of a monetary fine against the owner whose tenant is responsible for the misuse. The monetary fine for each offense shall be a fine plus the actual cost for cleaning or remediation. Fines are defined in Rules and Regulation of the Association. If there is a tenant or agent involved, the owner shall have to pursue remedy against that party.

n. The trash disposal facilities within the complex may be monitored both day and night by video surveillance equipment or on site security for the continued health and safety of all residents of the complex.

#### 6. PATIOS AND RESIDENCE MAINTENANCE

a. Neither homeowners nor tenants shall cause or permit anything that detracts from the general appearance of the community.

b. Patios shall be maintained in a manner such as to not be offensive to either neighbors or the community.

c. No clotheslines, towels or similar articles shall be hung outdoors for any purpose whatsoever.

d. Wading pools, barbecue cookers, etc. for the exclusive use of a resident shall be used only within the patio area.

e. Only approved name signs may be displayed on any exterior portion of the unit, patio or windows.

f. Blinds, drapes, other items or window treatments that would be visible from adjacent units or common areas must receive the prior approval of the Architectural Committee and/or the Board of Directors.

g. No border bricks/pavers allowed.

h. No gazebos/screen tents are allowed to be left up overnight.

i. Tables with a single pole umbrella will be permitted.

j. Grills with a cover are also permitted.

k. Potted plants are okay, but no planted hedges or trees will be allowed to be permanently installed.

l. Absolutely no garbage cans or recycling bins ever.

m. Nothing besides a table, chairs for the table, and a grill may be stored on the patio.

n. The Property Manager reserves the right to remove unauthorized items and/or demand that the patio be removed at the homeowner's expense.

## 7. FENCES ETC.

No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the development except such as are installed in accordance with the original construction of the development, and any replacement thereof, or as are authorized and approved by the Association.

## 8. DISPOSAL OF TOXIC WASTE

No owner or occupant shall dispose of any toxic material on the complex in a manner which is inconsistent with local and federal law. The Board of Directors shall be empowered to *levy* a severe fine against the owner of the home whose occupants have been observed illegally disposing of any toxic material. Toxic materials include, but are not limited to, oil, antifreeze, solvents, gasoline, paint etc.

## 9. WINDOW COVERING

All windows, sliding doors etc. shall be properly covered with appropriate Window dressing. Sheets, blankets, boards, foil or other such items shall be specifically prohibited. Window dressing shall be of a reasonable quality and shall compliment the property. Curtains, drapes blinds etc., are recommended.

## 10. ARCHITECTURAL RULES

All alterations, modifications or additions to the exterior of your home must have the approval of the Board of Directors. Permission to make any exterior modifications must be requested in writing; drawings, sketches and specifications must be attached in triplicate. and submitted to the Board of Directors and the County in writing for approval.

## 11. PAINTING

The repainting or refinishing of the exterior surface of any building or other structure by anyone is not authorized. Any exterior surface in need of paint or stucco repair should be reported to the Board of Directors and the management company.

## 12. PROPERTY SALES

Sales of property shall be conducted in accordance with the following Rules. Selling owners are responsible for insuring compliance by their Brokers and or prospective purchasers of the Rules & Regulations of the Association.

a. No open houses.

b. Anyone coming to see the property must be escorted from the front door. to the unit

and back to the front door.

c. Each owner must inform the management company, in writing, when selling their unit, the name and phone number of their selling Agent. Each owner is also responsible for informing the management company upon entering escrow of the name, phone number, escrow agents name and escrow number.

d. Each owner must inform the management company of the name of all tenants, office and home phone numbers as well as the above mentioned vehicle information.

e. No flags, banners, arrows or signs of any sort are permitted without the express permission of the Board of Directors.

f. Realtors violating these Rules & Regulations will be barred from the property.

g. No sign or billboard may be posted or displayed on any portion of the building except those approved by the Board of Directors. Owners and residents are not permitted to display signs, banners, decorative lights or ornamentation (including holiday decorations or ornamentation) from the outside of Units, (including balconies or patios) or within common areas at any time.

h. "For Rent" or "For Sale" signs are not permitted except those that are permitted by the Board of Directors.

i. No lock-boxes are permitted.

j. No personal or business notices are to be placed in the mailbox area. Only notices placed by the U. S. Post Office, Federal Express, UPS, etc. will be left in place. Please be sure tenants, guests, work-persons, etc. are informed of this rule.

k. Only notices approved by the Board of Directors are permitted to be posted in the common areas.

l. All mailbox identification to be by management only - no handwritten notes will be permitted.

### 13. OTHER RULES

a. Bicycles, toys, garbage cans, clutter or any other personal property shall not be left outside the homeowner's patio. Items left in common areas will be subject to confiscation by the Association.

b. Pool, regulations posted at the facilities shall be adhered to, without exception. Absolutely no skate boarding in these areas.



c. Parents will be held responsible for the proper conduct of their children, guests, or the children of their guest. Homeowners will be held liable for damage and repairs to the Association property as a result of their tenants and guests.

d. No Unit Owner shall in any way deface or change the color of the exterior of the unit.

e. Without the recommendation and approval of the Board of Directors or their designated landscaping committee, no owner or resident shall do any planting or decorating on Association Property. Unauthorized planting will be removed at cost to the Owner of the Unit.

f. All owners and lessees of units in the community shall abide by the provisions of the Receipt of Documentation Forms, and all Association Documents for Orlando Sun Village Homeowners' Association, Inc.

g. Vandalism will not be tolerated. Persons responsible will be prosecuted by law enforcement.

h. Posting of notices, advertisements and etc. are prohibited.

#### 14. ENFORCEMENT OF VIOLATIONS OF RULES AND REGULATIONS

In order to enforce the Declaration of Covenants and Restrictions for Orlando Sun Village, its By-laws, Articles of Incorporation and Rules and Regulations, the Board of Directors may levy, assess, and collect reasonable fines and costs as established by the Board of Directors. The fines will be assessed against the Homeowner for violations by the Homeowner, members of his or her family, invitee's, licensee, tenants or lessees of such Owners. (Whenever the word "Owner" is used in this document, the word "Tenant" shall also apply.) Observance of these rules by owners, lessees, their families, guests and employees of owners is the responsibility of the Owner. Violations will be called to the attention of the violating owner or other responsible person. Disagreements concerning violations will be presented to and judged by the Board of Directors for action. Should the conduct be deemed in violation of the provision of the Receipt of Orlando Sun Village Homeowners' Association, Inc. Rules and Regulations, the Articles of Incorporation, the By-Laws of said Association, then the Board of Directors will notify the individual owner through its Property Manager and the violation subject to the that the conduct is in violation of the above described cited authority.

#### 1. SCHEDULE OF NOTICES

- |                          |   |
|--------------------------|---|
| A. First Offense:        | Warning Letter to Owner   |
| B. Second Offense:       | Hearing Letter to Owner, Possible Fine  |
| C. Third Offense:        | Hearing Called By Board of Directors, plus Fine                               |
| D. Reoccurring Offenses: | Enforcement In Accordance With the Determination Of the Board at its Hearing. |

## 2. SCHEDULE OF FINES

- A. First Violation --- First Notice           \$00.00
- B. First Violation --- Second Notice       \$50.00
- C. First Violation --- Third Notice       \$100.00
- D. First Violation --- Additional Notice \$100.00
- E. Fines - Subsequent Violations by Previous Offenders. As Determined by Board of Directors.

a. The list above is not intended to be all-inclusive. Additions may be made as required. Fines etc. may vary and may increase depending upon the circumstances. Fines etc. may be at the discretion of the Board of Directors; the amounts shall be predicated upon the severity of the violation and may include legal action. A clerical fee may also be assessed in addition to the fine for processing the violation notice.

b. Homeowners are responsible for damage caused to the common area.

c. All legal fees or costs incurred by the Association to enforce violations or collect fines will be the responsibility of the Owner.

d. It is each Owner's sole responsibility to inform their tenants of all Rules and Regulations. The Owner is also responsible for any and all damage caused by their tenants.

e. Anyone wishing to report an alleged violation of the Rules and Regulations or Declaration of Covenants and Restrictions for Orlando Sun Village may do so by contacting the management company. Violations should be reported in writing. To avoid confrontation and retaliation the identity of the person reporting the violation will not be disclosed to the Owner involved.

f. Failure to pay the fines in the time as set forth herein may result in the filing of appropriate legal action. In addition, voting rights and the right to use the pool may be suspended.

g. Any expense incurred by the Association in enforcing these provisions shall be a lien on the offending units, in accordance with the Receipt of Documentation Form.

h. The Board of Directors shall have the power to levy assessments, and under its authority shall enforce the above restrictions and regulations. Assessments not paid when due, together with late fees, interest and cost of collections, shall become a continuing lien on the offending property unit.

i. A fine or suspension may not be imposed without written notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before the Hearings Committee appointed by the Board of Directors.

j. On all payments due the Association not received within five (5) days after the due date, a late charge of \$25.00, payable immediately, will be assessed. For the monthly payments, that is after the fifth (5th) day of the month for which the payment is due; for all other payments, it is the date given in the notice. Principal and late charges accrue interest at the rate of 18% per annum and are lien-able according to the provision of the Covenants and Restrictions, By-Laws and Receipt of Documentation Form.

k. Any owner, who wishes to rent his/her/its unit, must be current with all assessments, including fines, before the unit may be rented.

#### 15. LIEN AND FORECLOSURE PROCESS RESOLUTION

a. A notice of delinquent account is sent to the Owner when the assessment or fine is unpaid for more than thirty (30) days.

b. The account has ten days to respond; if there is no response, a letter is sent to the attorney requesting that a notice of an assessment lien be placed on the property.

c. The attorney verifies owner and property description by researching the public records and HOA information.

d. A notice of intent to file a lien is sent when an account is 90 days past due.

e. The attorney will then send by certified mail to the owner the Notice of Intent to Record a Claim of lien. This notice gives the owner forty five (45) days to make payment of all amounts due, including, but not limited to, any attorney fees and actual costs associated with the preparation and delivery of the written demand.

f. If the assessment remains unpaid the attorney will then record the lien against the property with the Clerk of Court and send by certified mail a Delinquent Assessment to the owner noting that the lien has been filed against the property. If the Delinquent Assessment and fees and costs is not paid within forty five (45) days the Association intends to foreclose the lien and collect the unpaid amount(s).

g. The attorney checks with the management company for approval to proceed with the summons and complaint to foreclose the Association's lien.

h. The summons and complaint are sent to the court for filing and then returned to the attorney for service by the Sheriff or Process Server.

i. The summons and complaint are served by the Sheriff or Process Server.

j. Proof of service is returned to the court.

k. The homeowner has twenty (20) days to respond to the summons; if there is no response, the homeowner is in default. If the homeowner responds the case proceeds to trial of final hearing.

l. Upon application to the Court and evidence presented a Final Judgment is obtained ordering the payment of the amounts due and order a judicial sale of the property.

l. If the final judgment of foreclosure is not paid, the property will be sold at a Clerk's Sale held at the Osceola County Courthouse to the highest bidder.

m. If the property is sold at the sale, then property is then transferred to the new owner in the public records of the County and the new owner given possession of the property through a Writ of Possession served by the Sheriff.

## 16. SATELLITE DISH POLICY

a. Pre-Approved Installation. Satellite dishes of more than one meter in diameter are prohibited. Owners and tenants may, without seeking the prior approval of the association, install satellite dishes which are one meter or less in diameter if the installation complies with these rules.

b. Balcony/Patios. Satellite dishes that are one meter or less may be installed on balconies and patios, provided:

- ☐ they are entirely within the confines of the balcony or patio;
- ☐ they are not attached to balcony ceilings, railings or walls;
- ☐ they are installed on a stand on the balcony floor but no higher than is necessary for reception of an acceptable quality signal;
- ☐ there are no holes drilled into floors, walls, and railings (use a device that permits transmission of signals through glass).

c. Minimize Visibility. Satellite dishes, mounting hardware and cabling must blend with the building. Mounting and fastening of equipment must be done without penetrating any surfaces. Adhesive fasteners may be used.

d. Safety Requirements. Antennas and satellite dishes must be secured so they do not jeopardize the soundness or safety of any structure or person. Including damage from high winds. To prevent electrical and fire damage. antennas and dishes must be properly

grounded. Installations shall not damage the common elements or Units, or void any warranties of the Association or other Owners, or in any way impair the integrity of the Association's buildings and/or structures.

e. Maintenance. Owners may not permit their antennas or satellite dishes and related components to fall into disrepair or to become a safety hazard. Owners shall be responsible for all maintenance and repairs associated with their antennas and satellite dishes. If an antenna or satellite dish becomes detached, falls into disrepair, or becomes a safety hazard, the Owner shall immediately remove or repair it. Failure to do so may result in fines as well as special assessments for all expenses incurred by the Association including any administrative and legal expenses arising out of or related to the antenna or satellite dish. In the event the dish and cables are removed, the Common Areas must be repaired, waterproofed and returned to their original, or better, condition.

f. Temporary Removal. If the Association's performance of its maintenance or repair responsibilities requires the temporary removal of antennas or satellite dishes, the Association shall provide Owners with 10 days written notice, except in the case of an emergency. Owners shall be responsible for removing or relocating antennas or dishes before maintenance begins (except in the case of an emergency) and for replacing them afterward. If they are not removed in the required time, then the Association may do so at the Owners' expense.

g. Damage. Owners must immediately repair any damage to the Common Areas or other Units caused by the installation of a satellite dish or any of its components. In addition to any other rights the Association may have against Owners if an Owner fails or refuses to make repairs, the Association may repair the damage and specially assess the Owner for all costs including any administrative and legal expenses.

h. Roofs. Associations can prohibit owners and tenants from installing dishes on common area roofs. For townhouses, if the Declarations define roofs as exclusive use common area, owners and tenants may install satellite dishes on their roofs. If an owner needs to install an antenna on a mast that is more than 12 feet taller than the roof of the home, the association may require a permit to ensure safety, but may not prohibit the installation.

i. Windows. Owners may install satellite dishes inside their own units.

j. Other Antennas. The Association prohibits antennas that are not designed to receive television signals such as radio antennas, citizen band towers and/or parabolic dishes that receive or transmit signals other than television signals.

k. Any violation of this regulation shall warrant the imposition of a monetary fine against the member whose unit is responsible. The monetary fine for each offense shall be a fine plus any other actual cost. Fines are defined in Rules and Regulation of the

association. If there is a tenant or agent involved, the member shall have to pursue remedy against that party.

17. SWIMMING POOL AND SPA

- a. Pool and spa hours: 8:00 A.M. TO DUSK.
- b. Please note that quiet hours will be observed at times other than those listed above. This means that quiet enjoyment of the pool and spa is permitted. however any activity outside of the hours above will be closely monitored.
- c. Unoccupied pool side chairs and lounges may not be reserved by or for anyone outside the pool area. Towels, clothing and other items should be taken with the owner when departing the pool and spa area.
- d. Persons using suntan lotion may not enter the pool or spa unless they wipe off excess lotion. Users of oil or lotion must protect the chair or lounge with a towel.
- e. Absolutely no foreign substances such as bubble bath. soap, beer. etc. may be added to the pools or spa. Persons observed doing so will be assessed the cost of draining, cleaning, refilling and other costs incurred due to pool or spa damage.
- f. Throwing non-floating items: such as rocks, marbles. coins and the like into pools or spa is prohibited. No bobby pins, hairpins. etc. are to be worn in the pool. .
- g. The "buddy" system is recommended for all swimmers at all times.
- h. The use of the pool is expressly limited to residential residents and their invited guests. Each unit is limited to four (4) guests total, at any given time. At no time shall any group monopolize the facilities.
- i. Guests on an extended stay (over 2 weeks) are considered members of the household and may use the facilities unaccompanied. Extended-stay guests must register with the Management. Other guests may use the facilities only when accompanied by the host.
- j. Absolutely no running, pushing, yelling, or horseplay around or in the pool area will be permitted.
- k. At no time shall there be any loud noise, disturbance or other activity that creates a nuisance to residents. Unit residents and guests are expected to maintain a conversational voice level and refrain from using obscene language and aggressive behavior.
- l. No infant, young child or person subject to involuntary natural bodily functions is permitted to use the pool or spa without proper and effective diaper protection.

m. Inflatable items, sun-mats, surfboards, Styrofoam floats or other objects of this nature will not be permitted. Only flotation devices for small children (i.e. water wings) shall be permitted.

n. NO GLASSWARE OF ANY KIND IS ALLOWED IN THE POOL AREA.

Containers of an unbreakable nature will be allowed provided they are disposed of in the proper manner. Littering in the pool and pool area is not allowed.

o. No barbecue, hibachi or other cooking apparatus shall be used within the pool area except for those that were and are in existence as provided by the Association.

p. No pets are allowed in the pool/spa area at any time.

q. Bicycles, skateboards, scooters, roller-skates, roller-blades. toys or other wheeled vehicles or shoes are not allowed in the pool area at any time.

r. Only persons dressed in standard. swim wear are allowed in the pool or spa. Nudity or nude sunbathing in these areas is not permitted or tolerated.

s. Climbing over the gates and fences in the pool area is prohibited.

t. Persons with skin disorders, colds, coughs or communicable diseases are asked to refrain from pool and spa use due to the obvious risk of health problems to other individuals.

u. Immoral, lewd or indecent conduct is prohibited in the pool, spa, and all other common areas including exclusive use common areas.

v. Portable TV's and radios are not permitted unless used with headphones.

w. Children 18 years and younger must be accompanied at all times by a responsible adult. No child under the age of 18 years shall be allowed in the Jacuzzi or pool unless accompanied by a parent or legal guardian. It is recommended that pregnant women, persons with heart problems, high blood pressure or diabetes refrain from using the spa for health reasons.

x. The Association is not liable, and does not assume any liability whatsoever for injury, property damage or any kind of loss arising in connection with the use of the pool, spa, or sauna. The pool, spa and recreation areas have no lifeguard on duty.

y. The Board of Directors reserves the right to deny use of the pool, pool area and spa to anyone at any time.

## 18. PROJECT DECORATOR & CONTRACTOR REGULATIONS

- a. Owners shall give management a letter informing them of such owner's contractors schedule and authorizing management and on-site personnel to let such owner contractors staff enter and work in such Owner's Unit.
- b. All vendors must be licensed, bonded, and carry their own workers compensation insurance.
- c. Vendors/contractors should notify management and the owner contracting for such work of any accident or damage caused by his or her employees or agents during his or her engagement in the Project.
- d. Decorators and outside contractors must read and abide by the Association Rules and Regulations regarding time and schedule of working hours and other important information as specified. They are to sign a copy of the Association Construction Agreement and copy of the rules and regulations, and submit them to the Board. Please refer to the Declaration, for review of plans and specifications by the Architectural Control Committee.
- e. All vendors, contractors and decorators must be appropriately licensed and carry Workman's Compensation Insurance. Please provide the Management with evidence of insurance and license information and schedule any workers with the Management, prior to work being performed.

## 19. DRAPES AND WINDOW COVERINGS

All window coverings shall be of a solid and neutral color harmonious with and not in conflict with the color scheme of the exterior wall surface of the condominium and the project. Window coverings may be blinds (horizontal or vertical) or curtains that are light to medium brown, cream, or white in color. Window tinting and coverings shall be subject to the approval of the Architectural Control Committee or the Board.

## 20. SECURITY AND CRIMINAL OR SUSPICIOUS ACTIVITY

- a. You must close all exterior doors completely and insure that they remain locked at all times. Do not prop them open or leave them unsupervised.
- b. Owners shall not allow entry to the property to any third party that is not known to them.
- c. Do not assume that "someone else" will confront a stranger. Confrontation is sometimes unpleasant but necessary. If you see someone wandering around the property take action or contact the Sheriff Department.



- d. NEVER let anyone into the building for a neighbor unless you have positively identified him/her.
- e. Many times, individuals are allowed into the building pretending to be "UPS Drivers" or "Florist Delivery People" and want to be let in. Don't let them in.
- f. If you see a person that has entered the building and begins hanging doorknob advertisements, please ask them to leave after you advise them that we do not permit people into the building unless they are owners or visiting a particular owner.
- g. Homeowners are encouraged to be active participant in neighborhood watch. If you observe any suspicious or illegal activity, CALL THE SHERIFF IMMEDIATELY. TEL. 407-348-2222. Keep law enforcement's number at your telephone or in auto dial. You do not need to give your name. Give your report in calm, slow and precise language. If you observe or hear activity in the pool or recreation room after hours, notify the authorities, DO NOT CONFRONT THE PERSONS INVOLVED. The management company should be contacted as soon as possible so that a central and complete record can be compiled of this activity occurring in the complex.

## 21. VALIDITY

If any Declaration of Covenants and Restrictions for Orlando Sun Village, By-Law, Rule or Regulation contained herein shall be deemed to be invalid by a court of law, such fact will in no way affect the validity of any other By-Law, Rule or Regulation.