



Dockside at Ventura Condominium Association, Inc.

Community's Rules and Regulations

THIS AMENDED AND RESTATED LISTING OF THE RULES AND REGULATIONS FOR DOCKSIDE AT VENTURA CONDOMINIUM ASSOCIATION WAS ADOPTED AND APPROVED BY THE BOARD OF DIRECTORS AT AN OPEN MEETING ON MARCH 28, 2019. POSTED ON APRIL 4TH, 2019, 6PM. EFFECTIVE APRIL 7TH, 2019, 8:30PM

Under the condominium documents, the Board of Directors of Dockside at Ventura Condominium Association, Inc. has the responsibility and authority for the operation of the Association, management of the Condominium Property and for the establishment and enforcement of rules and regulations.

These initial rules and regulations may be modified, added to, or repealed at any time by the Board. Any consent or approval given by the Association under these rules and regulations shall be revocable at any time, except for its approval of re-sales. These rules and regulations and all others hereinafter promulgated shall apply to and be binding upon all Unit Owners, family members, guests, and Tenants. The Unit Owners shall at all times obey said rules and regulations shall use their best efforts to see to it that they are faithfully observed by their families, guests, Tenants, and other persons over whom they exercise control and supervision.

Said initial rules and regulations are as follows:

- 1.** All entranceway patios (stoops), entranceway balconies (landings), sidewalks, entrances, passages, stairways, corridors, halls, and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress, to and from the Units; nor shall any bicycles, baby carriages, toys, wagons, shipping carts, chairs, benches, plants, tables, or any other object of a familiar type and nature be stored thereon. Children shall not play or loiter in halls, stairways, or other public areas.
- 2.** Exterior Unit doors must not be blocked or otherwise left open.
- 3.** The personal property of all Unit Owners shall be stored within their Units or the Storage Area appurtenant each Unit as a Limited Common Element. The Association shall not be responsible for the loss of any personal property of the Unit Owner or his Tenant as the result of the use of the Storage Area.
- 4.** No garbage cans, supplies, milk bottles, or other articles shall be placed in the halls, on the entranceway patios or balconies, Limited Common Elements or on the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors, patios, or balconies, or exposed on any part of the Common Elements or Limited Common Elements. Fire exits shall not be obstructed in any manner, and the Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris, and other unsightly material.
- 5.** No Unit Owner shall allow anything whatsoever to fall from the windows, balcony, or doors of his or her Unit or a Limited Common Element; nor shall he sweep or throw from his Unit any dirt or other

substance into any corridors, halls, balconies, patios, ventilators, or elsewhere in the building or upon the grounds.

6. The water closets, basins, and other plumbing fixtures shall not be used for any purpose other than those for which they were designated; no sweepings, rubbish, rags, or any other improper articles shall be thrown into them. Any damage resulting from misuse of such facilities shall be paid for by the Unit Owner.

7. Employees of the Association shall not be sent out of the building by any Unit Owner at any time for any purpose. No Unit Owner or resident shall direct, supervise, or in any manner attempt to assert any control over the employees of the Association.

8. The maximum number of persons, including children, who may reside in a Unit, shall be governed by the following: as to a one bedroom Unit, 4 persons; as to a two bedroom Unit, 6 persons.

9. In the event that the Association shall impose a fine pursuant to the Bylaws, the following procedure shall be followed:

a. The party against whom the fine is sought to be levied must be given an opportunity for a hearing after reasonable notice of not less than 14 days. The notice must include:

i. A statement of the date, time, and place of the hearing;

ii. A statement of the provisions of the Declaration, Bylaws, or rules that allegedly were violated; and

iii. A short and plain statement of the matters asserted by the Association.

b. The party against whom the fine may be levied must have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved. The party must have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

10. No Unit Owner shall make or permit any disturbing noises in the building, or in the common or limited common areas or elements, by him-or herself, his family, guests, agents, Tenants and licensees, nor do or permit anything by such persons that will interfere with the rights, comfort, or convenience of other Unit Owners and Tenants, at any time of day. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio, or sound amplifier in his Unit, in such a manner as to disturb or annoy other occupants of the Condominium. All parties shall lower the volume as to the foregoing after 11:00 PM. of each day. No Unit Owner shall conduct or permit to be conducted vocal or instrumental instruction at any time. Loud car engines or intentionally modified non-factory exhausts on cars and motorcycles are not permitted, loud car radios of any kind are strictly prohibited at any time of day.

11. The Association shall retain a pass-key to all units. As provided in Florida Statute §718.111(5), the Association has the irrevocable right of access to each unit during reasonable hours or an emergency, when necessary for maintenance, repair, or replacement of any common elements or any portion of a unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a unit(s). If, after reasonable notice of the Association's intention to enter a unit, the owner/tenant is not present to admit the Association, and if the Association is not in possession of a key for emergency unit access, a locksmith will be called to provide access at the owner's or tenant's

expense. Where such consent is given, the Unit Owner shall provide the Association with any additional key for the use of the Association and any contractor or workman authorized by the Association may enter any Unit or Limited Common Element. The Association may enter any Unit or Limited Common Element at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Condominium or Bylaws of the Association.

12. No Hibachis, gas fire grills, charcoal grills, or similar portable devices used for cooking, heating, or other purpose, shall be permitted on any Limited Common Element or on the Condominium Property, except in such area, if any, designated by the Board of Directors of the Association. However, Electrical Grills or similar electrical cooking apparatus shall be permitted for use on the balcony or patio areas only.

13. Complaints regarding the service of the Condominium shall be made in writing to the Association.

14. Payments of monthly assessments shall be made at the office of the Association. Payments made in the form of checks shall be made to the order of such party as the Association shall designate. Payments of regular assessments are due on the first day of each month, and if such payments are fifteen (15) days or more late, they are subject to charges as provided in the Declaration of Condominium.

15. All pets must be approved by the Association Board of Directors or its Property Manager. Notwithstanding this, if the Association Board of Directors or its Property Manager shall determine that any permissible pet has become a nuisance to other residents, the pet shall be removed from the premises within ten (10) days upon written notice of the effect. Any Unit Owner or Tenant who maintains a pet in his or her Unit shall be subject to the following:

- a. The pet will not be allowed out of the Unit or building unless it is in the custody of the Unit Owner or Tenant, and must be on a leash or carried at all times by the Unit Owner or Tenant.
- b. The pet will be walked only off the premises and the pet will be curbed only in the street.
- c. The Unit Owner or Tenant shall be liable for any damage to the building, grounds, flooring, walls, trim, finish, tiles, carpeting, stairs, etc. caused by the Unit Owner's or Tenant's pet and the Unit Owner or Tenant agrees to pay all costs involved in restoring any damage to the original new condition.
- d. No pet must be left unattended at any time on the Condominium Property.
- e. No pet is allowed in the swimming area or lake area of the Condominium Property.
- f. While the pet is in season, the Unit Owner or Tenant must comply with the count or municipal animal control rules.
- g. Any pet allowed in a Unit must be six months of age and shall not exceed fifteen pounds at maturity.
- h. Any Tenant before bringing a pet into his or her Unit must register the pet with the Association and shall pay a refundable deposit for payment of damages to the Unit or the Condominium Property.
- i. No guest shall be allowed to bring a pet into a Unit or the Condominium Property.
- j. Only one pet shall be allowed in a Unit at one time.
- k. Domestic birds of any variety are prohibited that emit sounds that can be heard by others.

I. No reptiles such as lizards, dragons, iguanas, snakes, or wildlife such as rabbits or monkeys, or insects such as ant farms, spiders like tarantulas are not permitted inside the unit as household pets.

16. No solicitors are to be permitted on the Condominium Property at any time except by individual appointment with Unit Owners or Tenants. Also, no Owner or Tenant may place notices on other unit owner, for any reason what so ever.

17. Unit Owners are legally and financially responsible for the behavior and any damages to the Common Elements, caused by themselves, their family members, guests, Tenants, and persons who are on the Condominium Property because of such Unit Owner.

18. At no time shall a Unit Owner or Tenant be allowed more than 4 guests on the Condominium Property at any one time. A Unit Owner or Tenant must obtain approval from the Association at least three days in advance in the event the number of guests will exceed four. All Guests residing on property longer than 14 days, must be registered at the management office.

19. Rules as to the use of the recreation facilities shall be posted, and each Unit Owner as well as his family, guests, and Tenants shall observe all rules and regulations.

20. In the event any rule or regulation heretofore set forth or hereinafter promulgated or any sentence, clause, paragraph, phrase, or word thereof is determined to be invalid or unenforceable, all remaining provisions or portions thereof shall be and shall remain in full force and effect.

21. Laundry facilities shall be used in accordance with posted rules. Unit Owners and Tenants shall report any defect in the coin-operated machines or vending machines to the Association. The clubhouse facility shall be used by Unit Owners, family members, guests, and Tenants in accordance with the License Agreement and any rules promulgated by the Association from time to time.

22. All garbage shall be placed in tied bags under 20-gallons in size, and must be placed inside the trash compactor, then follow the instructions posted on the compactor. Large contractor or construction trash bags are not permitted. Loose items such as empty fast food boxes, clothing, hardware, must be crushed or folded and/or placed in a tied plastic bag. Any large items such as (but not limited to) appliances, mattresses, furniture, or any other oversized shipping container may not be placed out for pickup, and must be removed from the condominium property by the owner or tenant. If you buy new appliances, mattresses, or furniture, or an oversized item, please make arrangements with someone to pick up your used item. Garbage/trash shall not be put, placed, or stored in or on any common or limited common element (e.g. parking areas, patios, porches, balconies, stairways, or entryways). There will be a minimum of \$100.00 fine for any items left by dumpster areas.

23. Washing vehicles shall only be performed in designated car wash area. There shall be no repairs performed on any motor vehicle on the common elements or limited common elements, including the parking spaces except for emergency replacement of a battery, or changing of flat tires. Inoperable or vehicles leaking fluids will be removed from the property at the owner's expense.

24. Parking in assigned, unassigned, or guest spaces shall be limited to passenger automobiles, passenger station wagons, vans, and trucks under 2-ton weight and which are not used for commercial use, motorcycles, and golf carts. Commercial vehicles, motor homes, campers, boats, trailers, trucks over 2-

tons in weight, and any and all vehicles or other objects not specifically stated herein shall not be permitted to be parked or stored on the Condominium Property without the prior written consent of the Association. This prohibition on parking shall not apply to the temporary parking of trucks and commercial vehicles for pick-up, delivery and other commercial services as may be necessary to effectuate deliveries to the Condominium, the Association, Unit Owners, or Tenants of Units. All vehicles parked on the Condominium Property must be property licensed and in operable condition. For the safety and security of the community, it is recommended that all vehicles park in a forward position at all times, i.e. not in reverse or a backed-up position, this would include visitor and permitted parking spaces.

25. Motorcycles and boats, if allowed, must be parked in designated areas. Cycles must utilize kickstand boards. Damage incurred by improperly parked motorcycles will be the responsibility of the Unit Owner.

26. Waterbeds are prohibited on Second Floor Units. Waterbeds will be allowed on first floor Units after approval by the Association; a Unit Owner or Tenant will be held responsible for any and all damage caused to the Common Elements by a waterbed in his Unit.

27. Pool hours are Sunrise to Sunset. Responsible persons capable of rendering meaningful assistance and supervision must accompany persons who lack or may lack the physical strength and maturity to safely and responsibly use the facilities. Any type of cooking at the pool is PROHIBITED. All persons must shower before entering pool. Swim at your own risk there are no lifeguards on duty, and diving is not permitted. Owners and tenants are responsible for the actions of their guests. Glass containers are not permitted at the pool area, and no food or drinks are not permitted per FL law, state statute 64E-9.004(4). All trash must be placed in trash receptacles. Pets are not permitted in the pool area, except those that are used and certified for the visually impaired.

28. Parents are advised to warn their children to keep away from and do not play on the seawall surrounding the lake; accordingly, the Association cannot be responsible for injury or worse resulting from any person falling into the lake.

29. Parents are advised to warn their children to keep away from and not to play in and around the trash compactor; accordingly, the Association cannot be responsible for injury or worse resulting from any persons falling into the trash compactor.

30. The Board of Directors of the association reserves the right to make additional rules and regulations as may be required from time to time. These additional rules and regulations shall be as binding as all other rules and regulations previously adopted.

31. Neither shall any Unit Owner, with the exception of the developer, show any sign, advertisement, lettering, or notice of any type on the Common element, his or her Unit, or any appurtenant Limited Common Element; provided, however, that the right is specifically reserve in the developer to place "For Sale" or "For Rent": signs in connection with any Unit it may from time to time own.

32. Pursuant to Florida Statute 718.113 (4), Fla. Stat., any unit owner may display one portable, removable United States flag in a respectful way. The flags must be on portable, removable flag poles not exceeding four feet in length and must be affixed to the common elements at locations that are sheltered from the elements, including water sprayed by irrigation systems in a way that does not cause or permit water intrusion into the common elements. Respectful display of the flag requires that it be removed at night and in inclement weather, and no lighting of such flags is permitted. On Armed Forces Day, Memorial Day,

Flag Day, Independence Day, and Veterans Day, may display in a respectful way a portable, removable official flag, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations.

33. Holiday decorations are defined as any item that is traditionally related to a specific holiday (e.g., turkey at Thanksgiving, bunny or chick at Easter, jack-o-lantern at Halloween, etc.). On an annual basis, all other holiday decorations may be displayed 30 days prior to the holiday and removed 10 days after that holiday. All other holiday decorations, Christmas Holiday Decorations excluded, may not be displayed in the limited or common areas. Christmas tree lights, fairy lights, or other rope lighting placed on the exterior of a units limited common elements or which may be visible in windows shall only be displayed between November 1 and must be removed by January 10. All holiday, seasonal, and other decorative items placed and displayed are subject to the Board of Director's sole discretion.

34. Tennis court hours are from Sunrise to Sunset. The tennis court are for the exclusive use of Dockside Homeowners, registered tenants, and their guests. The court is to be used for the intended purpose only. Pets (except service animals) are prohibited on the tennis courts. Smoking is prohibited on the court. Food is prohibited. Glass and other breakable objects are prohibited on courts. Children under the (10) years of age must be accompanied by a responsible person. There will be no use of sidewalk chalk or other drawing materials on the ground of the tennis court. Motorized scooters are not permitted on the tennis court. Shoes must be worn at all times.

35. Any lease of any unit in the Dockside Project must contain a statement to the effect that it incorporates by reference the Declaration of Condominium and all present and future amendments thereto, the Dockside at Ventura Condominium Association, Inc. Articles of Incorporation and By-Laws and Rules and Regulations of the Association as the foregoing documents then exist or as they are later amended. All leases must contain a provision that in the event tenants violate the use restrictions, in any of the foregoing documents, or violate rules and regulations, then in such events the Association shall have the right to terminate, cancel, or not permit renewal of the lease, and to bring the appropriate legal proceedings when necessary to complete eviction and that the cost involved in an eviction including the cost of reasonable attorney's fees shall be the obligations of the tenant and owner, jointly and severally. For all leases, the owner of the unit to be leased must provide an application form, approved by the association, and a completed criminal history back ground check provided at the owner's expense. The potential tenant will meet with a member of the board in person to be interviewed and will bring the completed application form along with a non-refundable \$25.00 processing fee per person. The association shall have 7 business days to review the submitted application(s). The association shall comply with all applicable Fair Housing laws and doctrines and approval of a lessee shall not be unreasonably withheld. Once tenants have been approved, a copy of all leases must be provided to the Association prior to the lessee taking possession of the unit. A Welcome Orientation for the all new residents must be completed by the Association within three days of the resident taking possession of the unit. Copies of all leases shall be forwarded to: Dockside Condominium Association, Inc. 2580 Woodgate Blvd. Orlando, FL 32822.

36. Limitations on Occupancy by Others During Absence of Owners and/or on Occupancy When a non-family Member Residing with an Owner, Family Member or Lessee of a Unit: No owner shall permit the use of a dwelling unit by persons other than the spouse or adult child, mother, father, adult brother or sister of the owner during any period that the owner, his or her spouse or adult child is not also in residence in said unit, except for a lessee of whom the Association has been given notice in accordance

with Rule # 35. House sitting: A house sitter is defined as a person who is a nonpaying, nonfamily member residing in an owner's unit during their absence for the care and protection of the unit. If residing in the unit for more than fourteen (14) days, the house sitter must go through a criminal back ground check at the owner's expense. The background check will be good for one (1) year. The resident must notify the Association of the house sitter's name and information and provide a copy of the completed background check, the amount of time here, and sign to be responsible for their actions during their stay. The house sitter's vehicle shall be registered with the management company and a temporary tag displayed in the car while on grounds. If there are valid complaints against the house sitter, the following actions will be taken:

- (1) First complaint – The owner is notified to have it corrected.
- (2) Second complaint – The owner is warned if one more incident, the house sitter must leave the property.
- (3) Third complaint – The owner is told the house sitter must leave the property.