

Del Rey Condominium Association, Inc.
COMMUNITY RULES AND REGULATIONS

JULY 2008

(Required Review due July 2011)

The following Rules and Regulations shall govern and control the use and enjoyment of all phases of the Del Rey Condominium Association, Inc (hereinafter referred to as "Association") and are for the mutual welfare and benefit of all unit owners in the Association. These Rules and Regulations have been duly promulgated by the Association Board of Directors. For additional information regarding restrictions pertaining to the Association, please refer to the Del Rey Condominium Project Documents.

The term "Association Property" as used hereinafter shall refer to all of the common elements controlled and/or managed by the Association as described the Del Rey Condominium Project Documents.

The term "Property Manager" as used hereinafter shall refer to the manager or management agent, if any, hired by the Board of Directors of the Association.

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Section 1: Use of Recreational, Cabana and Laundry Facilities

1. "Recreational, Cabana, and Laundry Facilities" (hereinafter referred to as "Facilities") includes the pool and pool deck, spa, laundry room, all restrooms, cabana, Tennis court and Racquetball court.
2. Hours of operation for the Facilities are from **9:00 AM to 9:00 PM, 7 days a week**. Residents and/or guests found to be using the Facilities outside these hours are considered trespassing and shall be asked to leave and/or prosecuted for trespassing as allowed by law.
3. No lifeguard is provided. Swim at your own risk.
4. No diving, no jumping, no loud or boisterous behavior is permitted at any time.
5. Showering is required before entering the pool or spa.
6. Glass containers are prohibited anywhere in the Facilities.
7. Food, drink, and glass containers are prohibited in the pool, on the pool deck area and in the spa.
8. No pets are permitted in the Facilities at any time with the exception of guide dogs.
9. Proper swim wear is required when using the pool or spa. Cutoffs, jeans, tee shirts, etc., are not permitted.
10. The maximum bathing load is 16 occupants for the pool and four (4) occupants for the spa.
11. Guests and children less than 16 years of age must be accompanied by an adult resident 18 years of age or older when using the pool. No one under the age of 16 years is permitted to use the spa at any time.
12. LIMIT TWO (2) GUESTS PER UNIT in the Facilities. Guest numbers exceeding this limit, especially for events such as parties, meetings or any other gathering, must be approved by the Property Manager in writing 30 days prior to the event date (see paragraph 17 below).
13. All residents using the Facilities must be in possession of their issued Pool Pass and Key at all times.
14. Guests using the Facilities must be accompanied by a resident at all times.
15. Residents and/or guests found to be using the Facilities without an issued Pool Pass and Key in their possession are considered trespassing and shall be asked to leave and/or may be prosecuted for trespassing as allowed by law.
16. By using the Facilities, the resident, guest and all other parties agree that the Association, its agents, employees and officers shall not be liable to any resident, guest or to any other party for damages to property or for the injury to persons upon the premises from any cause whatsoever including defects in the premises or otherwise resulting from the use of the Facilities. Residents, guests and all other parties shall indemnify and hold harmless the Association, its agents, employees and officers from and against all liabilities, claims, expenses, fees, loss of use and actions of any kind arising out of use of the Facilities by the resident, guest or any other party.
17. Residents are permitted to reserve the use of the cabana for special events where the number of guests in attendance will exceed the two (2) guest limit under the following restrictions:
 - a. The resident reserving the cabana is responsible for the conduct of all guests and for any and all damages to the Facilities and other Association property used during the function.
 - b. The Facilities and all other Association property will be used in accordance with Association rules and regulations, Condominium Documents and local, state and federal laws.

- c. Reservations will be made on a first come basis scheduled through the Property Manager. No reservation will be confirmed until the reservation agreement is signed and a \$10.00 fee is received.
 - d. Reserving the cabana does not include exclusive use of the pool, spa and/or laundry facilities.
 - e. Cleaning of the cabana and other property will be completed immediately after the event terminates.
18. The maximum occupancy of the cabana is 20 people.
 19. Loud music, use of a loud speaker, sound system, microphone or any other device (including a vehicle's radio system) that amplifies sound (including the human voice) and/or music is prohibited.
 20. Open fires or flames and/or gas or charcoal barbecue grills are strictly prohibited by law in the Facilities (see *Section 4 for more information*). Grills, ranges and/or similar apparatus are prohibited in the Cabana.
 21. One (1) Pool Pass and Key is issued to each unit owner. The key is used to open the pool gate, bathrooms, laundry room, tennis and racquetball court locks.
 22. All unit owners must obtain their Pool Pass and Key from the Property Manager. All tenants are required to obtain their Pool Pass and Key from the unit owner. The Pool Pass and Key must be returned to the unit owner upon moving from the premises.
 23. The Owner / Tenant Information Sheet must be completed and returned along with a copy of a lease (if applicable) before a Pool Pass and Key will be issued.
 24. A lost Pool Pass and Key will be replaced at a cost of \$25.00 per set.
 25. Removal of patio furniture located in the cabana and pool area is strictly prohibited, is considered theft, and will be prosecuted as allowed by law.

Section 2: Use of Radio, Television and Satellite Dish Antennas

1. FCC Rule 47 C.F.R. Section 1.4000 as amended on January 22, 1999, prohibits restrictions on the installation of Radio, Television and Satellite Dish antennas (RTSD) in areas where the resident has "Exclusive Use" (such as enclosed balconies). The FCC rule does not apply to common areas, such as the roof or soffit, the hallways, the walkways or the exterior walls of a condominium building.
2. Installation of any RTSD is prohibited in the following areas:
 - a. Roof.
 - b. On stairwells, stairwell railings, landings or any other area where residents, guests and/or emergency medical, fire, police or other service personnel may be required to traverse.
 - c. On landscaping where such installation inhibits landscaping contractors from being able to properly service and/or maintain the foliage, lawn and/or irrigation system.
 - d. On any balcony, patio, privacy wall or area under exclusive use by another resident.
 - e. Where cables are not securely attached to walls and/or buried underground or where the cable hangs on, penetrates or makes contact with foliage or creates a safety hazard.
3. Violation of this section will require such RTSD to be moved to a more appropriate location at the unit owner's expense.

4. Damage caused to any RTSD device or connected cables caused by an Association employee, officer, contractor or the Property Manager while performing or attempting to perform work on Association property and where the RTSD device or connected cables is found to be in violation of this section is the responsibility of the unit owner.
5. Damage caused to Association property resulting from the installation of any RTSD device or cables by a contractor hired by a resident shall be the responsibility of the unit owner.
6. It is the responsibility of the unit owner to remove excess cables and unused RTSD hardware from Association property and to fill in all holes properly when such RTSD hardware and cables are no longer in use.
7. Failure to remove RTSD hardware and/or cables that is no longer in use from Association property may be removed by the Association and the cost of such removal and repair to Association property may be charged to the unit owner.

Section 3: Displaying of Signs, Flags, Pennants, etc.

1. As required by Florida Statute 718.112(4), any unit owner may display one (1) portable, removable United States flag in a respectful way regardless of any declaration rules or requirements dealing with flags or decorations. The United States flag may be displayed in areas where the resident has "Exclusive Use" (such as enclosed balconies) of the area.
2. United States code dictates how the U.S. flag should be treated and displayed. "Respectful way" means displaying a flag that is not torn or weathered and is not marked with any words, images or other printings. The U.S. flag is flown during daylight hours, at full staff (or at half staff if ordered by the President) and does not touch the ground.
3. The installation and/or display of signs, flags (except as permitted in paragraph 1 of this section), pennants, posters, for sale and/or for rent signs, advertisements, notices or any lettering which shall be exhibited, inscribed, painted or fixed by any person on any part of the Association property so as to be visible from any common element is prohibited.
4. Flag poles and/or mounts of any type or size, either portable or permanent, may not be erected or attached to any part of the Association property including but not limited to exterior walls of buildings, roof, soffits, grounds or landscaping, stairwells, railings and/or landings.

Section 4: Use of Balconies and Washlines

1. No washlines shall be erected outside any unit. "Outside any unit" shall include any porch or balcony that is part of any unit and is not permanently enclosed by approved screen or glass as well as any part of the Association property.
2. No resident shall discard or permit any items to fall from windows or balconies.
3. Nothing shall be hung from the windows or balconies or placed on the window sill or balcony walls. Neither shall any rugs or mops be shaken out of any window, door, patio or balconies.

4. The use or kindling of hibachi, gas-fired grill, charcoal grill or other similar devices for cooking, heating or any other purpose is strictly prohibited on any balcony or under any overhanging portion of a structure or within 10 feet of any structure per Chapter 633.0215 F.S., NFPA 1:10.11.7 (National Fire Prevention Code) and Chapter 69A Florida Administrative Code.
5. Electric ranges, grills, or similar electrical apparatus shall be permitted if:
 - a. Used with continuous supervision
 - b. Not left unattended
 - c. Not used under any overhanging portion of a structure (including a balcony)
 - d. Used at least 10 feet away from any structure or water source.
6. The storage of cylinders having water capacities greater than 2.7 lb (1 kg) [nominal 1 lb (0.5 kg) LP- Gas capacity] on any balcony, in most cases, is strictly prohibited by law. (*For relevant law, see Chapter 633.0215 F.S., NFPA 1:10.11.7 (National Fire Prevention Code) and Chapter 69A Florida Administrative Code*).

Section 5: Loud Noise Complaints or Other Complaints against Other Residents

1. For loud noise, music, television, etc (loud noise) complaints, residents **must first**
 - a. **call** the Orlando Police Department (OPD) and request that an Officer respond to the property and attempt to contact the resident where the noise originates and
 - b. **obtain** an incident report number from the OPD Officer.
 - c. **report** the violation as instructed below.
2. For all other complaints **and** loud noise complaints where an OPD incident report number has been obtained, residents must:
 - a. Notify the Association in writing and include the date, time, OPD incident report number (if applicable) and your signature.
 - b. Forward the written complaint to:

Del Rey Condominium Association, Inc.
c/o Central Property Management
860 N. SR 434, Suite 1009
Altamonte Springs, FL 32714
3. Verbal complaints are not acceptable and will be ignored by the Association.

Section 6: Behavior of Residents, Guests and Children

1. All units shall be used for residential purposes only. No resident may make or permit any disturbing noises or improper use of the premises whether made by himself, his family, friends, servants or lessees nor do or permit anything to be done by such persons that will interfere with the rights, comfort and convenience of other others.

2. No resident may play or allow to be played in a loud manner any musical instrument, phonograph, cassette tape, CD, radio, television, etc. in his unit or motor vehicle at any time if the same shall disturb or annoy other residents of the Del Rey Condominium Project (see section 5 (above) for procedures on how to handle complaints regarding noise).
3. The activities and/or behavior of all minor persons, whether residents or guests, shall be regulated by an adult at all times; including physical supervision when necessary. The Association shall at all times have the authority to require that an owner, lessee or guest who is responsible for a particular minor, remove said minor from Association property if said minor conducts himself/herself in such a manner that interferes with the peace and enjoyment of the other residents of the Association.
4. In no event shall children under the age of sixteen (16) years of age be permitted in the pool unaccompanied by an adult of at least eighteen (18) years of age. No one under the age of sixteen (16) years of age is permitted to use the spa at any time.
5. No immoral, improper or offensive use shall be made of Association property or any part thereof; and all laws, zoning ordinances and regulations of all government authorities having jurisdiction of the Association property shall be observed.
6. Conducting a business out of a unit where customers and/or patrons must visit the unit or any part of the Association property for the purpose of securing product and/or services from a resident is prohibited and is a City of Orlando Code violation. The operation of a business is governed by local, state and federal law. Violations of this paragraph will be referred to the Orlando Police Department for the prosecuting of trespassers and City of Orlando Code Enforcement Bureau and/or the Department of Business and Professional Regulation for violation of applicable laws and ordinances.
7. Skateboarding is prohibited within the city limits of Orlando and is also prohibited in the Del Rey Condominium Project.

Section 7: Breezeways and Entryways

1. All breezeways and entryways to all units shall be kept clean and free of debris. No bags of trash, chairs, storage units, etc., may be placed in the breezeway or entryway of any unit.
2. The only item permitted to be placed in front of an entryway is a door mat.
3. Breezeways and entryways must remain accessible for emergency police, fire, medical or other service personnel may be required to traverse.

Section 8: Disposal of Trash, Furniture, Appliances, etc.

1. All trash is to be placed inside the dumpster nearest your unit. If the dumpster is full, dispose of trash in the next closest dumpster.
2. The placing of trash inside the walled area or outside the dumpster areas is prohibited. Any resident observed or found placing trash in any area other than inside the dumpster will be charged for the cost of cleanup.
3. All trash shall be placed in closed bags or boxes.
4. The disposal of old furniture, appliances and large items are the responsibility of the resident. These items are not to be placed in or around the dumpster areas. Any resident found placing these items in or around any dumpster on Association property will be charged the cost of removal.

Section 9: Pets

1. The keeping or harboring of a pet in any unit is restricted to one (1) dog or one (1) cat (but not both) of less than 25 pounds or up to 16 inches tall at the withers.
2. Ordinarily domesticated birds may be kept as pets in a unit.
3. No dogs or cats shall be allowed outside of any unit or on the grounds of the Del Rey Condominium Project except in designated areas and only on an attended leash.
4. The keeping of any other 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.

Section 10: Revision of Rules & Regulations, Association Emergency Powers

1. The Board of Directors of the Association retains the right to modify and make exceptions to these Rules and Regulations or to promulgate additional Rules and Regulations as permitted by the governing documents, Florida State Statutes and applicable laws.
2. The Board of Directors of the Association must review and/or modify these Rules and Regulations at least once every three (3) years.
3. The Board of Directors of the Association must send out written notices fourteen (14) days in advance of a hearing in which they are considering adding, changing or revoking rules for community-owned grounds as required by Florida Statute.
4. As authorized by Chapter 718.1265, F.S. (as of October 1, 2008) the Association Board of Directors is granted emergency powers that may be exercised in response to an event for which a state of emergency is declared (such as hurricanes, tornadoes, etc.) These powers include but are not limited to:
 - a. The right to require evacuations and perform emergency repairs
 - b. Declaring any portion of the condominium property unavailable for entry or occupancy and/or declaring that the condominium property can be safely inhabited or occupied.
 - c. Removal and disposal of property from a unit without owner approval to mitigate damage to the property.
 - d. Contract, on behalf of unit owners, for items or services for which owners are otherwise individually responsible for, but are necessary to prevent further damage to the condominium property.
 - e. Levy special assessments without a vote of the owners.

Section 11: Leasing or Renting of Units

1. Leasing or renting of any unit by an owner (directly or through a Property Manager) for a period of less than seven (7) months is prohibited.
2. Any lease of any unit in the Del Rey Condominium 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

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.

3. All leases must contain a provision that in the event tenants violate the use restrictions in any of the foregoing documents, then in such events the Association shall have the right to terminate and cancel 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.
4. A copy of all leases must be provided to the Association prior to the lessee taking possession of the unit. A phone number for the residents must be submitted to the Association within three days of the resident taking possession of the unit. Copies of all leases shall be forwarded to:

Del Rey Condominium Association, Inc.
c/o Central Property Management
860 N. SR 434, Suite 1009
Altamonte Springs, FL 32714

Section 12: Exterior Changes or Alterations

1. No exterior color changes or other exterior alterations shall be made or added to any building within the Association except upon and after approval in writing by the Board of Directors of the Association.
2. All requests for exterior changes or alterations must be submitted in writing to the Board of Directors. A sample picture, diagram, etc., must be included with this request for the Board's review. The Board of Directors has thirty (30) days from the receipt of any exterior change / alterations request to approve or disapprove.
3. As required by Florida Statute 718.113 (effective October 1, 2008), a unit owner may attach to the door frame of a unit religious objects not exceeding 3" wide, 6" high and 1.5" deep.

Section 13: Vehicles and Parking

(Towing is governed by Chapter 713.78 F.S., Chapter 715.07 F.S. and Article IX, City of Orlando Ordinance)

1. Effective **July 15, 2008 at 12:01 AM**, the Association's contracted towing company will begin patrolling the Association property and **automatically tow** vehicles violating rules as outlined in this section pursuant to Florida Statute 715.07.
2. Passenger automobile(s), motorcycle(s), passenger van(s), sport utility vehicle(s) and trucks having an overall length of 230 inches or less and a wheelbase of 140 inches or less may be parked on Association property.
3. All such vehicles (including moving trucks/vans) must be parked completely within a parking space and no such vehicles may be parked so that they are:
 - a. Located on the grassed or landscaped areas of the community
 - b. Blocking any parking space or sidewalk

- c. Occupying more than one parking space
4. Vehicles parked parallel to and blocking parking stalls are subject to automatic tow (see paragraph 1) without warning and at the owner's expense.
 5. Each Del Rey unit is assigned one (1) parking space. If you do not know your assigned parking space number, contact Central Property Management at **407-862-2250**.
 6. Residents with more than one vehicle must park excess vehicles in unnumbered or guest marked parking spaces.
 7. Each unit will be issued a numbered parking decal (limit 2 per unit) to be affixed on the rear of the vehicle. The parking decal must be CLEARLY VISIBLE from the driver's seat of a tow truck. The numbered parking decal will correspond to the unit's assigned parking space number.
 8. Any vehicle parked in a numbered parking space that does not display a parking decal corresponding to the parking space number assigned to the parking decal will be subject to automatic tow (see paragraph 1) without warning at the owner's expense pursuant to Florida Statute 715.07.
 9. Vehicles parked in guest or unnumbered spaces must be moved at least once every 72 HOURS. Vehicles in violation of this paragraph are subject to tow without warning at the owner's expense. Special circumstances should be communicated to the Property Manager.
 10. All vehicles parked on Association property must be maintained in "**operating condition**" per Del Rey Condominium Declaration documents. Vehicles that are not in an operating condition include but are not limited to vehicles or portions thereof that are wrecked, stripped, junked or vehicles with flat tires, broken windshields or expired tags and/or vehicles not in a condition to be immediately operated legally and safely on Florida's roadways.
 - a. Residents (owners and renters) who are parked in a **numbered space** and whose vehicle is not in an operating condition will be issued a Parking Violation Notice. If the vehicle is not brought to an operating condition within 14 days of the first notice, the vehicle will be subject to immediate tow without further warning and at the owner's expense pursuant to Florida Statute 715.07. Special circumstances (to include absences that extend beyond 14 days) should be communicated to the Property Manager.
 - b. Vehicles parked in a **guest or unnumbered parking space** and whose vehicle is not in an operating condition will be issued a Parking Violation Notice. If the vehicle is not brought to an operating condition or removed from Association property within 24 hours of the date and time the notice was issued, the vehicle will be subject to immediate tow without further warning and at the owner's expense pursuant to Florida Statute 715.07.
 11. There shall be no maintenance, repair or restoration performed on any motor vehicle anywhere on Association property except those emergency repairs necessary to move a vehicle off property (i.e. battery jump start or flat tire change).

Section 14: Official Records, Use of Personally Identifiable Information

1. Chapter 718, F.S. requires the Association to maintain certain official records that may contain Personally Identifiable Information (PII) protected by Chapter 817.5681, F.S. and other applicable state and federal laws.
2. Dissemination of PII in violation of Florida law is strictly prohibited.
3. The Association shall endeavor to protect (PII) and report breaches of PII as required by Florida law.
4. The Property Manager maintains the following PII as required by Florida law for use in contacting unit owners and/or residents of the Association for official Association business. Additional information may be collected by the Association and/or the Property Manager for enforcement of Association rules and regulations.
 - a. Full Name of the unit owner(s) and/or resident(s)
 - b. Mailing address of unit owner(s) if not a resident of the Association
 - c. Telephone number(s) of the unit owner(s) and/or resident(s)
 - d. License plate (tag) number and registered state of vehicle owned/operated by residents of the Association.
5. Electronic records collected by the Association and/or the Property Manager are maintained in a secure computerized system by the Association and/or the Property Manager. Any printed documents maintained by the Association are secured in a locked file or office.
6. All records, printed and/or electronic, are accessible only by Association officers and the Property Manager.