

**RULES AND REGULATIONS OF THE
SUMMIT VILLAGE CONDOMINIUM ASSOCIATION, INC.
approved by BOD: March 13, 2021**

These Rules and Regulations govern the use of the condominium and units located therein, the condominium property and the conduct of all residents and guests, and supersede previously published Rules and Regulations. They have been determined to be fair and reasonable by the Board of Directors. The Rules and Regulations may be amended from time to time and are in addition to the Declaration of Condominium as amended and the by-laws as recorded with the Clerk of Court, Seminole County, Florida.

A. OCCUPANCY, LEASING, ETC.

1. Each Unit Owner, Lessee, Invitee, Guest or otherwise, hereinafter referred to as Resident of the Unit, shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, By-Laws and Rules & Regulations.
2. Unit Owners are responsible for compliance with all Rules & Regulations governing the actions of its Residents and shall insure that they are recipients of a current copy of said documents. New owners must read the Rules & Regulations and provide a signed acknowledgment to the Management office within thirty (30) days of becoming members of the Summit Village Condominium community. Copies may be obtained via our website: www.SummitVillage.net or at our Management office.
3. Owners wishing to lease their units must obtain an application form from the Management office and seek Board approval for their prospective Lessee(s) **PRIOR TO SIGNING A LEASE** and subject to the forty (40%) percent community cap on leases. (See the recorded Articles dated 8/31/10). The prospective Lessee(s) shall pay an application fee, undergo a background check and may be subject to rejection on the basis of a criminal conviction and/or eviction history within the last fifteen (15) years. The Board of Directors is under no obligation to divulge the reason of rejection to the prospective Lessee(s) or Owner and may not share the findings with anyone other than those authorized to receive said information.

Within thirty (30) days of securing an approval, a copy of the Lease must be submitted to the Management office. Any person occupying the unit other than those listed on the Lease will also be subject to the same conditions as the Lessee(s).

Lessee(s) can have out of town guest(s) up to five (5) consecutive nights in a ninety (90) day period. The Management office must be informed and any vehicles belonging to said guest must be registered with the office.

4. Within thirty (30) days of becoming members of the Summit Village Condominium community, all Residents must complete an information form. This form serves to update our records and maintain current contact information on hand. Copies may be obtained via our website: www.SummitVillage.net or at our Management office.
5. Units are to be occupied as single-family residences only. Commercial or Business type

activities are not permitted.

6. One bedroom units may be occupied by a maximum of three (3) people;
Two bedroom units may be occupied by a maximum of four (4) people;
Three bedroom units may be occupied by a maximum of six (6) people
7. Units may be rented for a period of not less than six (6) months. Sub-Leasing of any unit is prohibited.
8. Owners using a Rental Agent shall provide the name and contact information to the Management office. The Owner shall provide a copy of the Rules & Regulations to the Rental Agent.

B. TRASH, PET WASTE, ETC.

1. Residents must dispose of household trash in the compactor located behind the tennis courts. The door for depositing trash is located on the side of the dumpster facing the back wall. At no time should trash bags/cans be left out on patios or porches. Summit Village has no provision for recycling at this time.
2. Residents must arrange for pick-up of anything other than household trash such as furniture, appliances, flooring, toilets, etc. The Association is not responsible for disposal of these articles.
3. Contractors must dispose of and haul away all debris when any work is performed at a unit. They must also clean up the walkways or parking areas of debris they created and may not deposit any of it in the Summit Village compactor.
4. Dog pet waste should only be deposited in the receptacles provided throughout the property marked "PET WASTE". Cat litter or other animal waste should not be deposited in these receptacles.
5. Bio hazard, flammable, explosive materials, or dangerous chemicals are prohibited on Summit Village property inside or outside of a unit and should not be left for pick-up. Owners are responsible for appropriate disposal.

C. PARKING, VEHICLES

1. With the exception of courtesy spaces (see C.2), Summit Village has no designated parking spaces. It is a neighborhood courtesy to leave the space directly at a unit's front door available for that resident's use.
2. Residents with a valid disabled parking permit may apply for a courtesy parking space. To apply, Residents will need to bring their valid disabled parking permit and valid ID to the Management office during normal office hours (Monday – Friday 8:00 am – 3:00 pm EST). Approval will be based upon availability of spaces and as such, approval

is not guaranteed.

3. Commercial vehicles of any kind, (i.e. campers, trailers, motor homes, jet skis, boats, oversize trucks or vans, etc.) may not be parked on the property overnight. Exposed commercial signage on cars or trucks is not permitted. In addition, vehicles with non-factory additions such as oversize ladders, etc., may not park on the property. No parking is allowed on the grass or landscaped areas.
4. No trailers or moving vans may be left overnight except with prior written approval from the Board of Directors.
5. All vehicles must be kept in a good state of repair, be operational and must have a lawful license and current registration sticker. Violators will be towed at the Owner's expense. Emergency repairs to vehicles are limited to flat tires or battery replacement; no other work may be performed on the property.
6. No vehicles requiring electrical hook-ups may be plugged into any unit or building on Summit Village property.
7. The speed limit is 15 mph within the Summit Village community.
8. Washing of personal vehicles is limited to once per week for Residents only. The user of the hose, should coil the hose, replace it on the holder and shut off the water outlet after use.

D. FIRE/EMERGENCY

1. **Dial 911 and give your name, location and type of emergency.**
2. In case of any emergency originating in or threatening any unit, regardless of whether the Owner is present at the time of the emergency, the Property Manager or any other Authorized person shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.
3. For non-emergency situations, call the City of Casselberry Police at (407) 262-7606.

E. SWIMMING POOLS

1. Summit Village has no lifeguard. All persons using the pool or pool area do so at their own risk.
2. **No diving allowed.** (Refer to Code 10D- 5.135 State of Florida Department of Health)
3. All Owners/Residents will be held responsible for any and all actions of their guests.
4. All bathers are required to shower and to remove sand and tar before entering pool. Place towels on pool furniture if using sunscreen products.

5. All children under the age of fifteen (15) must be accompanied and supervised by an adult eighteen (18) years or over when in the pool or pool area.
6. No food or glassware of any kind is allowed in pool or pool area. Canned or plastic container drinks are permissible. Empty containers should be placed in the trash receptacles provided by the Association.
7. Smoking is not permitted in the pool or pool area.
8. Good hygienic health habits must be observed in and around the pool or pool area. **Infants or children who are not toilet trained may not use the pool.**
9. Tampering with or abuse of pool equipment is prohibited.
10. Running and playing athletic games in or around the pool is prohibited. Bikes, skate boards, roller blades, etc., are not allowed.
11. No rafts, floats, or large toys are allowed in the pool.
12. **No pets are allowed in the pool or pool area** per the Florida State Health Department code.
13. Radios, tape recorders, disk players, etc., are permitted in the pool area, provided they are played at a reasonably low volume level and do not disturb the enjoyment of others.
14. Pool hours are 8:00 am to 9:00 pm. The pool may be closed when being cleaned, chemically treated, or being repaired at anytime.
15. A maximum of five (5) guests per unit may use the pool. The Resident of the unit must accompany guests at all times.
16. Lounges and pool chairs are not to be taken from the pool enclosure.

F. DISTURBANCES, HAZARDS, ETC.

1. Residents and guests must exercise care and restraint to assure that their activities do not disturb others in the buildings or on the common areas.
2. Residents and guests should play their radios, stereos, TV's, car stereos, and any other instruments at a reasonable volume level at all times.
3. Fireworks are prohibited on Summit Village property.
4. Soliciting is not permitted by any person or organization without advance written approval from the Board of Directors.

G. COMMON ELEMENTS

There are two forms of common elements:

Limited Common Elements: all unenclosed back patios and all front porches

Common Elements: courtyards, parking lots swimming pools, tennis courts, clubhouse, etc..

1. Destruction or disfiguring of common elements by any person is considered vandalism as defined by the Florida Criminal Code and will be prosecuted in both criminal and civil courts. Unit Owners are liable for the expense of any maintenance, repair, or replacement rendered necessary by his or her negligence or by any member of his or her family, guests, employees, agents, lessee(s) or guest of lessee(s).
2. Alterations to the architectural structure of the exterior of any building (i.e. roof, hose bibb, building/unit numbers, etc..) of any kind are not permitted.
 - a. Mailboxes and exterior light fixtures are provided by the Association and will be replaced as deemed necessary. A Unit Owner may choose to purchase their own mailbox and light fixture. In this case, both of these items must be the color black and must be installed by the Association.
 - b. Porch Enclosures: Only back patios may be enclosed. Prior to enclosing any back patio, Owners must obtain approval from the Board of Directors. Owners should contact the Property Manager to obtain a copy of the approval submission form and a list of required documents.
3. No additions to the Common Elements/Limited Common Elements are permitted. Residents may not adhere, attach, alter or connect anything to the walls, fascia, roofs, and/or floor of any Common or Limited Common Element. This includes string lighting or other decorative items.
4. Clothes, blankets, sheets, shoes, mops, or any other articles are not to be hung, attached to, or placed outside of any unit or building. The use of umbrellas/canopys are permitted on porches provided that they are freestanding (not attached to the building) and are only expanded at the time of usage.. When open, the umbrella/canopy should fit within the confines of your porch without touch the fascia board or protruding over the wall.
5. Window coverings, including in enclosed patios, shall be of a neutral color, (white/off white) curtains, vertical blinds, mini-blinds or indoor shutters. No sheets, blankets, towels, aluminum foil, or unauthorized materials shall be displayed in public view.
6. Front doors are the responsibility of the Association to paint. Window screens and screen/storm doors are the Owner's responsibility to properly maintain. Board approval is required for installation of doors, windows, etc. All locks must be functional and the keys in the possession of the Resident.

7. The back patio enclosure is a common element unless enclosed by the owner. Once enclosed, the interior is the responsibility of the owner and the exterior is the responsibility of The Association.
8. Patios and porches shall be kept in a clean and neat condition. No storage of materials shall be allowed in these areas. Furniture shall be the type and style designed for outdoor use.
9. Only personnel designated by Property Manager/Board will be allowed to access the Association roofs.
10. Satellite dishes may not be affixed or in any manner installed on the Association roof or any other common or limited common element(s). Residents may have these devices installed/attached to the roof of their enclosed patios in a manner acceptable and approved by the Board **prior to their installation.**
11. Residents must obtain Board approval PRIOR to installation of any new cable outlets by any cable provider. Owners/Residents are required to obtain an authorization form from the Management office, which is to be provided to the technician prior to any work being performed.
12. Skate boarding, scooters or bike riding is not allowed on the community sidewalks.
13. Residents are prohibited from placing any source of food or feeders outside the units or any of the common or limited common elements to prevent rodent or other animal infestation. Litter boxes may not be kept on porches.
14. Community trees and/or landscaping are not to be used to hang any objects. Potted plants are allowed on limited common elements (front and back porches) only and provided they are maintained in a neat and orderly fashion. Miscellaneous articles (i.e., statues, birdbaths, benches, etc.) are prohibited.
15. No signs,(i.e., for sale/for rent, banners, stickers, business, political signs or flags-other than the American flag) are permitted on windows, doors or common/limited common elements.
16. Yard sales are not permitted. Estate sales may be held with the prior written approval of the Board.
17. The irrigation system is the sole responsibility of the contractors hired to maintain the system and they will only follow the directives of the Property Manager/Board. Residents are not to water common elements so as not to increase the amount of city water bills. Use of the exterior hose bibbs (faucets) is limited to :
 - Weekly washing of residents' personal vehicle.
 - Residents may only use hose bibbs in the phase that they are located in
 - Any other usage is strictly prohibited and may result in lock down of the hose bibb.
18. Holiday decorations and lights must be removed within one week after the end of the

holiday period. Christmas and New Year's decorations must be removed by January 7th.

H. PETS

1. The keeping of a dog or other acceptable pet is not a right of an Owner but is a conditional license available **to Owners in residence or Lessee(s) who have owners approval**. This conditional license is subject to termination at any time by the Board of Directors upon a determination that such a dog or other pet is either vicious or is annoying to other owners or has otherwise become a nuisance. The owner of a dog or other pet assumes full liability for all damage to person or property caused by such dog or other pet or resulting from the presence of such dog or other pet on the premises. Any owner boarding a pet shall indemnify and hold harmless the Association against any loss or liability of any kind arising out of having any animal on the condominium property.
2. All pets must be registered with the Management office within thirty (30) days of acquiring the pet.
3. A conditional license to keep a pet is granted **to an Owner in residence or Lessee(s) who have owners approval, and also apply to any guests of an Owner or Lessee on Summit Village property**, subject to the foregoing conditions and reservations and also the following conditions:
 - (a) The following breeds are **prohibited** on Summit Village property at any time:
 - Pitt Bull or Pit mixes
 - German Shepherds
 - Malamutes
 - Wolf Hybrids
 - Shar Pei
 - Bull Terrier
 - Great Dane
 - Rhodesian Ridgeback
 - American Staffordshire Terriers
 - American Bulldog
 - Rottweilers
 - Akitas
 - Cane Corsos
 - Huskies
 - Dalmatians
 - Chow Chow
 - Great Pyrenees
 - Doberman
 - All Mastiff breeds
 - (b) Dogs must be on a leash and accompanied by an Owner at all times when outside of the unit.
 - (c) No more than two (2) pets are allowed to be kept in a unit and each **may not exceed seventy-five (75) pounds**.

- (d) Pets are not permitted to be tied and left unattended outside the units or anywhere on common or limited common elements.
- (e) No snakes or reptiles of any kind may be kept or harbored on the property.
- (f) No birds or fowl except those ordinarily domesticated and kept as pets may be on the property.
- (g) Owners must immediately pick up animal waste and dispose of it properly in animal waste cans provided throughout the property, per Seminole County Sec. 190.155
- (h) **Animals are prohibited from entering the pool and pool areas per Health Department State of Florida.**

I. CLUBHOUSE/TENNIS COURTS

1. The Clubhouse may be reserved by any adult owner for private, non-profit, or social events. Lessee(s) are not permitted to rent the Clubhouse independent of the Unit Owner. It shall not be used for any unlawful purpose.
2. Reservations for the Clubhouse must be made in advance and are subject to availability. Application forms outlining the cost and conditions for reserving the Clubhouse may be obtained at the Management Office.
3. The Owner assumes full responsibility for equipment, furnishings, facilities and the proper conduct of their guests.
4. No minors are allowed in the Clubhouse unless accompanied by an adult eighteen (18) years or older.
5. No smoking is allowed in the Clubhouse.
6. If alcoholic beverages are served, Owner must hire an off-duty police officer to remain on the premises for the duration of the event.
7. Tennis courts are kept locked. A key may be obtained at the Management office. Rules of etiquette are posted.
8. Owners that are past due with payment of the monthly Association fees will have these privileges terminated. Privileges for all residents of that unit will be terminated.

J. BULLETIN BOARD

1. A bulletin board is located outside of the Management Office.
2. The bulletin board may contain the following information:
 - (a) Official business of the Board of Directors, such as meetings, notices, permits, certificates, etc.

- (b) Owner notices of Summit Village property for Sale or Rent. These notices should be limited to a 3X5 card with all pertinent information and the date of posting. Notices should be given to the Property Manager for posting and will remain on the bulletin board for a period of thirty (30) days unless otherwise extended.

K. ENFORCEMENT PROCEDURES AND ASSESSING FINES

1. The Declaration of Condominium, The Articles of Incorporation, The Bylaws, as recorded in the Official Records, Seminole County, Florida, and the Rules and Regulations, as adopted by the Board of Directors, govern the use of the common and limited common elements and the conduct of its residents, lessee(s) and invitees. All members of the community should cooperate with other residents in such a manner which will not hinder or infringe on the rights of other residents in the day-to-day pursuit of peaceful community living.
2. An Owner who leases a unit to a Lessee(s) is responsible for the conduct of the Lessee(s) and their guests.
3. Anyone who violates the documents or rules is subject to a hearing and fines up to \$100 per violation per day to a maximum of \$1,000.
 - (a) Notice of a continuing violation will be given to the Owner Resident/Lessee(s). The notice will state the nature of the violation, time or date of violation and describe which of the rules and or regulations were violated.
 - (b) The Board will appoint a committee of Owners, Non-Board members to conduct the hearing of the alleged violation.
 - (c) The violator will be given a fourteen (14) day notice for a hearing to be conducted by a committee of Owners and may present written or oral arguments on the issues involved in the hearing.
 - (d) Notice of the hearing will be properly posted on the bulletin board which will state the date, time, place and reason for the hearing.
 - (e) The Board, upon recommendation of the hearing committee consisting of Owners, may levy any fine provided by the Declaration or Bylaws. No fine may exceed \$100.00 per violation, per day. The Board may levy a fine on the basis of each day of continued violation, with a single notice and opportunity for a hearing, provided that no such fine exceeds a total of \$1,000.00 per violation, and no such fine may become a lien against the unit. If the committee of Owners does not agree with the fine, the fine may not be levied. These provisions do not apply to unoccupied units. State of Florida statute 718.303(3)

- (f) If a fine is levied, it becomes due immediately following the hearing.
- (g) If the fine is not paid within thirty (30) days after the due date, the Association may collect the fine in such a manner as delinquent assessments are collected, including related costs and attorneys fees.

L. QUESTIONS/CONCERNS

Any questions/concerns that are not addressed in this document or on our website (www.SummitVillage.net) may be directed to the Property Manager via email (Summitvillage@cfl.rr.com) or telephone (407-831-4900) during normal business hours (Monday – Friday 8:00am – 3:00pm EST).