

Springwood Village Condominium Association

Rules and Regulations

As amended and adopted March 2024

PREAMBLE AND POLICY STATEMENT

The use of the recreational facilities is restricted to Owners and approved Lessees residing onsite in Springwood Village.

These Rules and Regulations have been approved by the Board of Directors of Springwood Village Condominium Association, Inc. hereafter referred to as the "ASSOCIATION" by the authority defined in its Articles of Incorporation and previous rules and regulations.

SWIMMING POOL AREA

- A. Use of the swimming pool, the swimming pool deck, and associated items is for strictly limited to residents living in the community.
- B. Residents are limited to 2 guests and guests must be accompanied by the resident, the bathing limit is 19 people.
- C. Swimmers **MUST SHOWER** prior to entering the pool or after using the toilet facilities. This removes oils, lotions, body grime and harmful bacteria which helps to keep our pool clean and safe.
- D. Do not enter the pool if you have a communicable disease, an open wound, lesions, rashes, or other skin conditions that might be transmitted to others.
- E. Use of the pool requires being respectful of the rights of others which includes:
 - No running or engagement in rough play around the pool deck.
 - No loud or boisterous behavior.
 - No diving, jumping off ladder, or flipping into the pool.
 - No pushing or throwing others into the pool.

- Audio equipment may only be used with headphones or AirPods.
 - No “saving” of pool chairs, lounges, and tables.
 - No thong or overly revealing bathing suits.
- F. Common sense supervision must be exercised in the common areas.
- G. Non-swimmers should be accompanied by a competent swimmer.
- H. Anyone having toileting issues must always wear waterproof plastic pants or other protective swim gear with leak-proof protection when in the pool or pool area.
- I. No changing of soiled clothing in the pool area.
- J. General Common-Sense Rules include:
- No rafts, scuba, noodles, or other play equipment are permitted in the pool area.
 - Only approved Coast Guard personal floatation devices are permitted.
 - Pool ropes and floats are not for play.
 - Pool safety equipment is not for play.
 - No smoking or vaping in the pool area.
 - No glass or shatter-able items of any kind is permitted in the pool area.
 - No alcoholic beverages are permitted in the pool area.
 - No food is allowed in the pool area due to the potential attraction of rodents, etc.
 - No parties are permitted in the pool area.
 - Pets are not permitted in the pool area.
 - Removal of pool furniture or umbrellas is not permitted.
 - Grills are not permitted in the pool area.
 - The pool area cannot be reserved for private events.
 - Please close the gate securely after entering or exiting
 - Propping open of the gate is against the Swimming Pool Safety Act. Any individual and their family/guests seen propping the gate open will receive a suspension of pool privileges for one (1) month.

- K. Hours for Pool usage:
- The Pool is open from 8:00 AM to dusk daily.
 - The Pool may be closed without notice due to maintenance, repairs, inclement weather, or a need to remove non-compliant bathers.
- L. Restrooms are open during pool hours.
- M. Persons with bathing suits or wet clothing are not allowed in the Clubhouse.
- N. Each resident must have a key to access the pool area. Lost keys may be replaced through management at a cost of \$25.00.
- O. ALL users of the pool area must **AT ALL TIMES** wear wristbands provided by management.
- P. The Board members, Committee members and Management Company employees have the authority and may, at any time, request proof of residency or request that certain behaviors be stopped, i.e. running, jumping, etc.
- The Board members, Committee members, and Management Company Employees also have the authority to refuse use of the pool to an unaccompanied person who is at an increased risk of drowning and may request such person to leave the pool area if conditions at the pool do not allow for adequate supervision.
- Q. Offensive, disrespectful, unruly, profane, and abusive language and behavior are prohibited.
- R. If an owner becomes delinquent in their assessments, pool use for that owner and/or tenant will be suspended until any assessment is paid in full.
- S. No jumping over the fence or gate(s). Anyone caught jumping over the fence or gate(s) will be prosecuted for trespassing and fined.

- T. Trash is the obligation of each Owner, guest, or lessee. Please take your trash with you.

RECREATION BUILDING FACILITIES

- A. Use of these facilities is restricted to owners and approved lessees.
- B. Persons under 18 years of age are not permitted in these rooms unless they are accompanied by an owner or approved lessee.
- C. Any owner or lessee desiring to use the clubhouse social area, which is limited to the main, rooms, kitchen area, and bathrooms for a private party may do so by making a reservation one (1) week in advance with Management. Keys may be picked up through Management. CLUBHOUSE MUST BE LOCKED AT ALL TIMES WHEN NOT BEING USED. Such parties shall be social in nature and not for commercial or promotional purposes. The host must remain with his/her party at all times, and be responsible for clean-up and all damages. A \$100.00 damage deposit must be made at the time of the reservation, which will be returned if the premises are left in original clean condition. It is understood that the reservation for a private party does not exclude other Springwood Village residents, or their guests, from the use of the pool. Parties must terminate by 12:00 midnight.
- D. No grills on or around Clubhouse or pool area.
- E. Private parties must secure building and all utilities after use. Water heater and A/C must be turned off prior to departure. Bathroom doors are to be locked prior to departure.
- F. Keys shall be picked up prior to use of the facility and returned the following day.
- G. Guests must park in the visitor parking directly across the street from the recreation building. Do not park directly in front of clubhouse as this is owner assigned parking.

Occupancy shall not exceed 35 persons.

PETS

- A. It should be understood that the keeping of pet(s) is not a right; it is a privilege that may be removed by the Board with cause. Unit Owners and their tenants may have pets so long as they comply with the approved pet list as to number

and type. Unit owners may elect not to allow their tenants to have pets if they so desire.

If the Board determines a pet(s) to be a nuisance, then the Board shall, through Management, give the owner written notice of the nuisance. If after fifteen (15) days of said written notice, the Board, in its sole discretion, determines the pet(s) to still be a nuisance, then the Board through Management shall give the unit owner written notice for removal of said pet(s) within thirty (30) days of receipt or shall be fined by the Association at a rate of \$100.00 per day until the unit owner provides the Association satisfactory evidence that the pet(s) have been removed from Springwood Village.

- B. ONLY the following types and numbers of pet(s) are approved, and the same rules are applied to visitors' animals:
 - 1. One small dog or cat, maximum 20 pounds at full maturity.
 - 2. One (1) large bird (e.g. Parrot) or five (5) small birds (e.g. Finches)
 - 3. Fish
 - 4. Hamsters
- C. Pet owners must complete and present a pet application form at time of screening.
- D. The unit owner will be held responsible for any damage caused by the animal to the exterior of the unit or the common areas.
 - 1. Owners are responsible for cleaning up after their animals. Violations of this rule will cause the unit owners to be fined.
 - 2. No pet shall be allowed outside the dwelling unless on a leash or in a pet carrier. Pets are not allowed in the pool area or the tennis court area.
 - 3. Any animal which is allowed to run free is subject to being caught and turned over to the Marion County Animal Control.
 - 4. No animal shall be kept for "commercial purposes". This includes breeding, boarding, caring, and feeding of any other animal other than their own.
 - 5. List of dangerous dogs not allowed at Springwood Village:

Pitbull, Presa Canario (canary dog), Great Dane, Chow, Doberman Pinscher, Alaskan Malamute, Husky, German Shepherd, Rottweiler, Boxer, Akita, and the like.

E. The only exception to the weight limit policy is a certified service animal. When applying to buy or lease, the applicant must provide a letter from a licensed professional specifying why a service animal is required and proof of the animal's certified service classification. Documentation is subject to approval by the screening committee and Board of Directors and the Association's attorneys.

PARKING AND ROADS

- A. Speed limit is 15 MPH.
- B. Owners and approved lessees must park in assigned spaces.
- C. Assigned parking spaces, "Guest" parking spaces, and any unmarked parking spaces are restricted for use by private vehicles. Campers, boats, motor homes, and trailers of all types are not permitted to park in the Springwood Village community at any time. Commercial vehicles are also not allowed to park in the community except during those time periods set forth below.

❖ A Commercial Vehicle is defined as:

1. Any vehicle (other than Law Enforcement) that bears any visible commercial advertising signage, names, logos, business tags, letterings, or initials (not including bumper stickers or similar sized stickers); or
2. Any vehicles having a sign of any kind; or
3. Any vehicle that is used, as a car, van or truck for hire, or a work vehicle;
4. Any vehicle having equipment, tools, ladders, construction materials, foliage, debris, trash, garbage, hazardous materials, or other like items projecting from, hanging on, attached to, visibly stored inside, or stored in the open body of a vehicle, all such vehicles will be considered commercial vehicles with or without signage;
5. Any vehicle evidenced by the open carriage of pipes or lumber, engine or tailgate lifts, built-in external fuel tanks with or without pumps, built-in or portable air compressors, welders, generators,

or other work-related construction equipment, machinery, or liquid carrying tanks, etc., with or without signage; or

6. Any vehicle clearly designed and intended for use (whether so used or not) as a commercial bus, cargo van, express van, delivery van, flatbed or truck primarily used for any purpose other than for private/consumer use; or
7. Any oversized vehicle that is more than 21 feet long or 8 feet high, whether it has business information or signage thereon or not, or any vehicle having four wheels on one axle (duallys) if such wheels are covered by extended fenders.

Advertising is more specifically defined to include, but is not limited to, the display of a company, vendor, or tradesperson name, and/or a vendor service description or name, and/or telephone numbers, and/or email or website address. A “reasonable man test” would of course NOT include integral or attached vehicle makes, models, logos and hardware, license plate frames identifying a dealership, parking decals on windows, and the like. Common sense prevails.

During the day, the commercial vehicles of vendors, tradesmen or companies making repairs, replacements, painting, deliveries, etc. are permitted to park in the community between 7 A.M. and 7 P.M.

Vendors, tradesmen, or companies needing all-day parking should park in unreserved “guest” spaces, unmarked spaces, or the homeowner’s reserved parking space. No overnight parking of commercial vehicles is allowed unless prior written permission is obtained from the BOD.

Any member (owner), tenant, resident, invitee (to include vacationers) who parks a commercial vehicle in the community will be provided with a written warning accompanied by a copy of this rule. The warning will be attached to the vehicle windshield or hand-delivered to the owner (if known) or attached by tape to the door of the owner’s residence (if known). Failure to comply with such notification could result in the towing of the commercial vehicle as authorized by Florida Statutes **Section 715.07.**”

- D. Vehicles not properly licensed or operable will be removed at the owner's expense. No repairs to cars are permitted in any parking area other than adding oil, flat tire repair or battery maintenance or replacement.

No parking is allowed on the lawns or in any other space other than designated area. Vehicles improperly parked will be removed at the owner's expense. Any owner or tenant having more than two cars must park in the parking area across from the clubhouse.

LEASING OF UNITS

- A. Each owner has the right to sell or lease his apartment unit, provided, however, that the proposed purchaser or lessee shall first be approved by the Condominium Association, as provided in the Declaration of Condominium. Each new owner and lessee shall be bound by the provisions of the Declaration of Condominium, all condominium documents, and these Rules and Regulations. A copy of these Rules and Regulations shall be furnished to each purchaser or lessee at the time application is made for approval of such sale or lease. The Owner hereby agrees to hold said Association harmless from any and all claims by reason of the Association bringing and prosecuting any actions or proceedings hereunder.
- B. No unit shall be used for transient or commercial purposes.
- C. No unit may be leased for a period of less than twelve (12) months. During the rental period there shall be no sub-leasing of a unit, and no other persons will be permitted to occupy the premises except in the company of the Lessee as his house guest for more than 2 weeks. After 2 weeks, guests must have background check and screening performed.
- D. A copy of the executed lease must be filed with Management with the application for approval of the lease.
- E. Each lease shall authorize the Association to forcibly evict Lessee for misconduct at the cost and expense of the owner. Association has the right to cancel lease for the common good and welfare of the Association.
- F. The only signs permitted to be displayed in Springwood Village are those authorized by Management.

All leases of a Unit shall be restricted to residential use. All leases shall be in writing and shall state the Association shall have the right to terminate the lease upon default by the tenant in observing any provisions of the Declaration and/or the Rules and Regulations of the Association as amended from time to time. Each lease shall contain the following provision:

The lessee hereby acknowledges its lease is subject to the Declaration, that lessee has read the same and agrees to be bound thereby, and that failure to comply with the same may result in certain remedies being applicable to lessee including, without limitation, termination by the Association of the lease without further notice and eviction by the Association, personal liability of lessee and/or lessor for damages arising out of any violations of the Declaration and/or the Rules and Regulations of the Association, including reasonable attorney's fees and costs relating to the enforcement of the Declaration.

In the event the foregoing language is not contained in any such lease, then the foregoing language is hereby incorporated therein by reference. In the event of a lessee or a lessee's invitee, guest, or licensee of a Unit occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of the Declaration. Further, the lessee and the Owner/landlord shall sign a document provided by the Association acknowledging and agreeing to abide by the Declaration. The signed document shall be submitted to the Association prior to the start date of lease and photo identification of the lessee if the Association approves the tenancy. For a tenancy to be approved, the proposed lessee must submit to a background check, fill out any board approved application or questionnaire, and provide any additional information needed to conduct the background check as needed. Every occupant over the age of 18 will be required to have a background check performed. Applicants will be denied for the following reasons:

- The applicant has been convicted by a court of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude, and has not had their civil rights restored.
- The application for approval, on its face, or the conduct of the applicant, indicates an intent to act in a manner inconsistent with the Association's governing documents;
- The applicant has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other residences, social organizations, or associations; • Applicant's prior history of foreclosures or eviction; or
- The applicant has failed to provide the information required to process the application in a timely manner or has materially misrepresented

any fact or information provided in the application or screening process.

GENERAL CONDITIONS AND INFORMATION

- A. Each occupant shall maintain his unit in good condition and repair, including all internal surfaces within or surrounding his unit, including windows, doors, door frames, and hardware and screen porches, and maintain and repair the fixtures therein. Common areas of the buildings, such as hallways, courtyards, stairs, stairwells, landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to the unit's occupants shall be kept in such areas temporarily or otherwise.
- B. Each occupant shall maintain their unit in a clean and sanitary manner. The balconies, terraces and porches shall be used only for the purpose intended and shall not be used for storage. Drying of laundry will not be permitted outside the occupant's unit. Patio furniture and plants are allowed.
- C. There will be absolutely no alteration of windows or screen porches, except for repair or replacement, without the express approval of the Springwood Village Condominium Association, and the cost thereof to be paid by the owner. There shall be no exterior painting of doors or building by an owner, and there shall be no additions, such as enclosures, lighting fixtures, or any other item whatsoever and no alteration may be made of any other item whatsoever, and no alteration may be to any boundary wall by the owner of the unit unless previously approved by the Association.
- D. No occupants may make or permit any disturbing noises in the building, nor on the condominium property whether made by himself, family, friends, or guests nor do, or permit, anything to be done by such persons that would interfere with the rights, comforts, or other convenience of other occupants. No owner or lessee may play or suffer to be played any musical instrument, audio equipment or television set in his unit or on, or about the condominium property, if the same shall in any manner disturb, or annoy the other occupants of the condominium. Quiet hours are Sunday through Thursday from 10:00 p.m. to 8:00 a.m. and Friday and Saturday from 11:00 p.m. through 8:00 a.m.
- E. No radio, or television antenna or antennas, or any wiring or any such purposes may be installed on the exterior of the building or upon the condominium property. No exterior antenna (including, but not limited to, a radio or television antenna and satellite dish) may be installed in any Common Area or Limited Common Area, nor on the exterior of any window with the following exception: Each unit may install ONE (1) satellite dish on

the patio or balcony to which that Unit has exclusive access. This exception is valid only if the following rules are followed:

- No satellite dish shall exceed 39 inches in diameter.
 - No installation shall obstruct access to the Unit from the patio or balcony through the door provided for that purpose.
 - The installation complies with all relevant laws, rules, ordinances, and regulations of all governmental authorities having jurisdiction.
 - The entire installation, including any ground wires, must be contained within the boundaries of the patio or balcony and to the Unit to which it is attached. Specifically, no grounding wires can extend along the exterior of the building nor into the earth itself.
 - All installation of satellite dishes must first be approved by the Association Review Board before installation.
- F. All official notices of the Association or Management shall bear the signature of an officer of the Association or Management. No member shall make or permit to be made any written typed or printed notices of any kind or type whatsoever, or post the same on the bulletin boards, mail, or otherwise circulate to other members, which purports or represents to be an official act or notice of the Association or Management. Notices of a social nature or purpose by a member to other members are permitted provided that any such member or members shall be fully responsible for the contents thereof.
- G. All windows must have draperies, curtains, or shades. Sun screening of windows or doors must receive proper written approval of the Association.
- H. NO OWNER OR OCCUPANT IS AUTHORIZED TO REPRIMAND OR GIVE ORDERS TO AN EMPLOYEE OF THE CONDOMINIUM OR CONTRACTOR EMPLOYED ON BEHALF OF THE CONDOMINIUM
- I. Any criticism of employees or owners or guests is to be made in writing and signed and sent directly to Management.
- J. Owners are responsible for damage to common areas, including streets, parking lots, corridors, etc. caused by themselves, their guests, their lessees, movers and/or delivery men performing as their agents.
- K. Total number of persons in residence in any unit in Springwood Village shall be limited as follows:

One Bedroom	2 Persons
Two Bedroom	4 Persons
Three Bedroom	6 Persons

- L. No Soliciting is allowed in Springwood Village properties.
- M. Storage is not permitted in the stairwells. No appliances or motorized vehicles are allowed on front porches or the back patios.
- N. The Florida Fire Prevention Code 10.11.6.1 states, "For other than one- and two-family dwellings, no hibachi, grill, or other similar devices used for cooking, heating or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 10 ft. (3 m) of any structure. 10.11.6.2 states, "For other than one- and two-family dwellings, no hibachi, grill or other similar devices used for cooking shall be stored on a balcony."
- O. No fishing is allowed in the pond.
- P. Use of the tennis courts is for owners, lessees, and their guests only. Play should be limited to one hour if others are waiting. Courts should be used for tennis play ONLY. No skates, bicycles, pogo sticks or other equipment allowed on courts. A key to the tennis court is available through Management and is to be returned within 30 days to the drop box at the Springwood Village clubhouse. Cost of replacement of the tennis court key will be \$25.00.
- Q. All forms of smoking are allowed in the unit, balcony, and patio. All forms of smoking in all common areas (stairwells, pool, clubhouse & bathrooms) are banned.

LATE ASSESSMENT COLLECTION POLICY

Under authority of the Association documents and the Board of Directors, the following Collection Policy shall be in effect for Springwood Village Condominium Association. (the Association). The Association's management company shall administer this policy.

The frequency of Assessment payments is monthly.

Monthly Assessment payments are due on the first of each month.

If payment is received on or after twenty (20) days following the due date, interest shall be charged on the outstanding balance at an annual rate of 8% from the due date until paid.

- A late letter will be sent giving the owner ten (10) days in which to pay. Failure to pay within this time frame will result in an additional collection fee of \$125.
- If payment is not made within ten (10) days of the late letter, a "Final Notice" or "Notice of Intent to Lien" letter shall be sent. Interest will continue to accrue on the balance.
- If the outstanding balance related to the delinquent assessment and additional legal fees is not paid within thirty (30) days of the Notice of Intent to Lien, a lien shall be filed and recorded and recorded on the property and additional attorney and filing fees will be charged directly to the owner.
- If the outstanding balance has not been paid with thirty (30) days of the recording of the lien, the Board will review the account to determine if foreclosure action should be initiated by the attorney and additional attorney and filing fees will be charged directly to the owner.

Pursuant to Florida law, the delinquent homeowner is ultimately responsible for the payment of the charges, costs and attorney's fees related to the collection of delinquent assessments. To the extent possible, the management company and the Associations attorney will endeavor to collect these fees and costs from the homeowner as permitted by law.

The above collection policy and timeframes are intended to be a guideline and all actions are subject to administrative and processing delays. However, any deviation from this policy shall not constitute a waiver of any rights or remedies of the Association in collecting amounts due.