

RULES AND REGULATIONS
FOR
THE RESIDENCES AT SABAL POINT



RESIDENCES AT SABAL POINT CONDOMINIUM ASSOCIATION, INC.

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RESIDENCES AT SABAL POINT CONDOMINIUM ASSOCIATION, INC.

RESIDENCES AT SABAL POINT CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS OBLIGATIONS OF UNIT OWNERS

Revised December, 2010

RESIDENCES AT SABAL POINT CONDOMINIUM ASSOCIATION, INC.

1. As an owner of property in this community, you are automatically and legally a member of the Condominium Owner's Association.
2. As a member of the Condominium Owner's Association, you are legally obligated to follow and observe the Rules and Regulations of the Association.
3. As a member of the Condominium Owner's Association, you are obligated to pay monthly assessments to the Association, which assessments are subject to periodic change. You are also obligated to pay special assessments which are authorized by the Board of Directors from time to time and any fines imposed for violations of these Rules and Regulations. (718.116, 718.115 (2), 718.112 (2) g)
4. Your failure to pay the assessments or fines levied by the Association may result in the debt being turned over to a collection agency, the placement of a lien on your property and the subsequent foreclosure of your property.

RESIDENCES AT SABAL POINT CONDOMINIUM ASSOCIATION, INC.

INTRODUCTION

These rules and regulations established in accordance with the Declaration of Condominium are designed to make living in Residences at Sabal Point pleasant and comfortable. They apply to and are binding on all unit owners, their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. In living together all of us have not only certain rights, but also certain obligations to other owners and residents. The need for rules and regulations arises when we are inconsiderate of the rights of others. We must realize that the restrictions we impose upon ourselves are for our mutual benefit and comfort. These rules and regulations have been established by the Board of Directors after careful deliberation and we ask for your cooperation and compliance.

Exceptions to these provisions can be made from time to time by the Board of Directors and shall apply to the community as a whole. Exceptions on an individual basis will be granted only under the most compelling of circumstances. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be deemed provisional and shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless such waiver, consent or approval is specifically set forth, in writing, by the Board of Directors.

The following exceptions may be granted for a special situation or a situation existing at the time of the implementation of these Rules & Regulations.

1. SECTION I – GENERAL RULES, PETS, - Seeing Eye and Guide Dogs as well as the number of acceptable pets and the weight limit may be exempted by a request from the unit owner to the property manager, who will submit it to the Board of Directors for approval. (It should be noted, however, that the limits set by the “Declaration of Condominium” in September 2005 which are still binding were that each unit could have only 1 pet with a weight limit of fifty (50) pounds.)
2. SECTION V – MOTOR VEHICLES, TRUCKS, RECREATION VEHICLES (RVS), BOATS, AND TRAILERS, - The size of the truck may be exempted by a request from the unit owner to the property manager, who will submit it to the Board of Directors for approval.

DEFINITIONS:

"BOARD OF DIRECTORS" - means Board of Directors of the Condominium Owners Association.

"COMMON AREA" - means any portion of the Property designated as such as defined by the Declaration.

"GUEST OR INVITEE" - means any person visiting an Owner or Resident who is not himself an Owner or Resident.

"CONDOMINIUM OWNER'S ASSOCIATION" or "COA" - means Residents At Sabal Point Condominium Association, Inc., a corporation not for profit, organized pursuant to Chapter 718, Florida Statutes, and its successors and assigns.

"OWNER" - means the owner of record, whether one or more persons or entities, of the fee simple, but excluding any other party holding such fee simple title merely as security for the performance of an obligation.

"RECREATION CENTER" - means any and all recreation facilities owned or controlled by the Association including the clubhouse, pool, spa, tennis court, playground, and any other area, which may be, designated a recreation facility by the Board of Directors.

"RESIDENT" - means any person or tenant who resides on the Property, whether or not he is an Owner.

FOREWORD

ADMINISTRATIVE OFFICES - The administrative office will be open from 8:30 A.M. to 5:30 P.M. Monday through Friday, excepting legal holidays.

CONDOMINIUM OWNER'S ASSOCIATION MAILING ADDRESS - The mailing address for The Condominium Owner's Association and The Property Manager is as follows: 401 Summit Ridge Place, Longwood, FL 32779.

OBLIGATIONS AND RESPONSIBILITIES - Owners, Residents, Guests or Invitees shall not conduct or permit any activity which is in violation of any provision of these Rules and Regulations, the Declaration of Condominium, or any ordinance, law or statute of any governmental body having jurisdiction over the Property. Each Owner is responsible for the conduct of his Guests or Invitees, Tenants, Family Members or any Persons residing in or visiting his home or the Property. Any violation by them of these Rules and Regulations shall be deemed a violation by the Owner, whether or not such Owner is in fact in residence at the time.

THE COMMON AREAS - are all real property owned by the Condominium Owner's Association for the common use and enjoyment of the Owners, their lessees and their respective family members and guests. No guest of any unit owner shall be permitted to use such commonly used facilities unless accompanied by a unit owner or lessee or unless the guest has been registered with the Board of Directors. A non-resident Owner who rents his residence relinquishes all rights to the use of the common areas, including recreational facilities, for the period the residence remains rented in favor of his Tenant except as a Guest or Invitee of his Tenant.

ENFORCEMENT - As responsible Owners and Residents, we should try to resolve differences or Rules infractions on a neighbor-to-neighbor basis.

When infractions of our Rules are also prohibited by Seminole County Ordinances (these are annotated by an asterisk in the Rules), the Owner or Resident may call on civil authorities for assistance. Examples are ordinances pertaining to noise and animal control, violations of which can result in penalties being imposed by civil authorities. Copies of these ordinances are available on the web at <http://www.municode.com/resources/gateway.asp?pid=13774&sid=9> .

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Where Unit Owner's obligations and enforcement procedures are defined by Florida state law a reference in parentheses thus (718 (a)) will follow the item. A copy of the state law, Title XL Ch 718 is available on the web at

<http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&SubMenu=1&Tab=statutes&CFID=72725658&CFTOKEN=42781737>

In instances where the neighbor-to-neighbor approach or reliance on Seminole County Civil Authority does not achieve satisfactory results and in those instances where the interaction between neighbors or the use of civil authorities is not feasible, then an Owner or Resident may submit a written complaint of the Rules infraction to the Condominium Owner's Association Property Manager for action.

The Board of Directors may institute legal proceedings to enforce these Rules and Regulations and the Board enforcing the same shall have the right to recover all costs and expenses incurred, including reasonable attorneys' fees.

Complaints submitted to the Manager must be in writing stating the circumstances; names of persons involved (if known and applicable), time and date, and must be signed by the person submitting the complaint. Appropriate action will be taken by the Manager, as an enforcement agent of the Board of Directors. No action will be taken in response to anonymous letters. If the scope of the Rule infraction exceeds the enforcement authority delegated to the Manager by the Board of Directors, the Board will take action to resolve the complaint with assistance of legal counsel, if necessary, and the costs thereof may be charged against the offending party or parties.

Failure to comply with these Rules and Regulations will result in any or all of the following actions by the Board of Directors or the Manager acting on their behalf: Warnings, fines and legal proceedings being brought against the offending party or parties.

FINES - Fines may be imposed as described below for violation of Rules and Regulations [as identified in Sections I through VI of these Rules and Regulations]. For a first offense under these rules, the responsible owner shall be notified of the violation by letter. If the same offense recurs, the owner will be fined \$50. Further recurring violations will result in a fine of \$100 each. The fines must be paid within 30 days after mailing of notice. (718.303 (3))

A fine may not be imposed without notice of at least 14 days to the person sought to be fined and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an

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officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

NON SUFFICIENT FUNDS CHECKS - Non-sufficient funds or return checks from Condominium Owner's will be charged \$25 plus a late fee if applicable. This amount will be added to the assessment.

DELINQUENT ASSESSMENTS - Assessments are due the 1st of each month and a late fee of twenty-five dollars (\$25.00) plus 1.5% of assessment due shall be levied on any assessment not received by the 5th day of the month. A late notice will be mailed for those accounts whose payments have not been received by the 10th of each month. Assessments delinquent in excess of 90 days may result in the suspension of voting rights of the owner and the denial to the owners, their lessees and their respective family members and guests of access to the common areas of the association property. (718.303(3)) Florida Statutes

RENTAL AND LEASE UNITS - New and/or renewed rental or lease agreements must be approved by the Condominium Owner's Association Property Manager. Each prospective resident must fill out an application and submit a fee of \$75.00. The Property Manager's approval process will include but not be limited to a criminal background check, credit check, check writing history and income verification. A copy of the lease must be provided to the association. Pursuant to Section 720.308 Florida Statutes, if an owner is delinquent in the payment of any monetary obligation owed to the association, the association has the right to demand that tenants occupying the property pay any rent owed to the owner directly to the Association. Failure to pay rent to the Association, the Association then has the right to evict the tenant from the Property.

SECTION I – GENERAL RULES

PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES - Any damage to the buildings or to the common elements or equipment caused by any unit owner, lessee or their respective guests, contractors or invitees, shall be repaired at the expense of the responsible unit owner.

Noxious, destructive or offensive activity shall not be permitted, nor shall anything be done which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing on the Properties.

Bicycles, toys, strollers or other articles shall not be placed in the halls, on walkways, under the stairwells, or on staircase landings. Grills are not permitted on any lanai, balcony or terrace. All fireworks are prohibited on Condominium property.

PETS – The Residences at Sabal Point is a pet-friendly community, but it recognizes the rights and property of all of its residents. Therefore, not more than two pets in a Condominium Unit and no pet over seventy-five (75) pounds are to be kept or harbored on the Condominium Property or within the confines of a Unit. Pet owners are responsible for assuring that their pets are not a nuisance to others. This includes, but is not limited to, excessive noise (as governed by Seminole County ordinance “Chapter 20”) and odors and cleanliness. Under no circumstances are those that constitute a danger or a nuisance to others permitted. This includes but is not limited to large reptiles (such as reticulated pythons), Pit Bulls, Doberman Pinchers, German Shepherds, Akitas, Chows, Rottweiler, or any variation of these types of dogs. In no case will any pet that is aggressive or with a bite history be allowed.

No Owner, Resident, Guest or Invitee shall feed, offer food (except bird feeders) or leave food outside the condominium that may attract stray or wild animals.

Pets are prohibited from running at large or causing a nuisance to any other unit owner or lessee.* Pets are never permitted in the clubhouse, pool area, playground area, or tennis courts. Pets must be on a leash and attended to within the developed area of the property.*

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It shall be unlawful for any animal owner to permit, either willfully or through failure to exercise due care and control, any animal to soil, defile, urinate, or defecate, on any private or public property.* Pet Owners, their Guests or Invitees shall promptly remove and dispose of their pet's excrement in a sanitary manner. (*Disposal stations are located around the property to assist you in this requirement.*) Pet owners may not permit, either willfully or through failure to exercise due care and control, any animal, in a continuing or repeating manner, to bark, cry, howl, screech, squawk, scream, whine or cause other objectionable noises which disturb the comfort, peace, quiet or repose of any person residing in the vicinity.*

A determination by the Board of Directors that a pet or animal maintained or harbored within a Unit creates a nuisance or is exotic shall be binding and conclusive on all parties.

* Items marked are also governed by Seminole County ordinance "Chapter 20"

NOISE - No person or their officers or agents shall make, maintain or cause to be made or maintained a noise disturbance*. This is defined as any sound which may unreasonably interfere with the enjoyment of life, quiet, comfort or outdoor recreation of an individual of ordinary sensitivity and habits*. This includes but is not limited to any person operating or causing to be operated a sound-producing device (either indoor or outdoor) which produces a sound level which creates a noise disturbance* and the intentional or repeated creation of a noise disturbance through tire screeching or the acceleration, turning, or stopping of any motor vehicle*.

When replacing floor coverings, each unit owner shall have the duty of causing there to be placed generally accepted and approved materials for diminution of noise and sound, so that flooring shall be adequately sound-proof.

* Items marked are also governed by Seminole County ordinance "Chapter 165"

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CONDUCT OF BUSINESS – The conduct of any trade or business within the condominium by any Owner, Resident, Guest or Invitee, or any other person, which results in noise, vehicular traffic, or other disturbance, is prohibited.

SPEED LIMIT – For the safety of our residents, the speed limit in the Residences at Sabal Point is 10 miles per hour.

SALES AND SOLICITATIONS – Individual Garage Sales, Estate Sales, Patio Sales, Yard Sales, Auctions or any other form of sales are prohibited in the Residences at Sabal Point. This does not prohibit combined neighborhood garage sales authorized by the Board of Directors. There shall be no solicitation by any person anywhere upon the Condominium Property for any Cause, Charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors. Unsolicited Fliers or other forms of advertisements may not be distributed door to door in the Residences at Sabal Point.

CLEANLINESS - All refuse (waste, bottles, cans, paper, garbage, cigars, cigarettes, etc.) shall not be disposed of on the condominium grounds but properly in containers. All refuse must be securely wrapped in plastic garbage bags and placed in the Compactor. Please throw to the rear of the compactor and activate the compactor when full. Large items which might interfere with the compactor operation must not be placed inside the compactor. Please, use the recycle bins for the disposal of Recycled materials.

SMOKING – Smoking is forbidden in the Club House, Fitness Center, Playground, Pool and Jacuzzi areas. Smoking is also forbidden in the walkways, Stairwells, and open areas around the Condominium buildings. Disposing of cigarette butts anywhere in the common areas is also forbidden.

PEST CONTROL – Since Pest Control is the responsibility of the COA, all unit owners and lessees shall permit employees of pest control companies employed by the Association to enter their units, at regularly scheduled times, to perform ‘pest control’ services.

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EXAMINATION OF ASSOCIATION RECORDS – The Association shall provide access to the Association’s Official Records within five (5) business days after the Property Manager has received a written request from a Member for that access. The member shall be allowed one two (2) hour period per quarter to inspect the records. Inspections shall occur between the hours of 9:00 AM and 5:00 PM, Monday through Friday at the Association’s offices with the actual date and time for the requested inspection being mutually agreed upon.

In the event the Member desires copies of the Association’s Official Records, he or she shall notify the Association of the copies requested and the Association may charge its actual costs for preparing and furnishing these documents to the Member. The Association reserves and shall have the right to condition copying the requested Official Records upon receiving, in advance, payment and/or a retainer for such copying. (718.111(12))

COA EMPLOYEES - No Owner, Resident, Guest or Invitee shall request that any Condominium Owner’s Association employee perform personal services during such employee's normal working hours, including break time and lunch hour. No Owner, Resident, Guest or Invitee shall, under any circumstances, attempt to direct the work of or reprimand any employee of the Condominium Owner’s Association. Any, and all, criticism of the Condominium Owner’s Association's employees shall be made in writing and addressed to the Manager of the Condominium Owner’s Association, except criticism of the Manager, which shall be directed to the President of the board.

SECTION II – EXTERNAL APPEARANCE

APPEARANCE - In keeping with the desire of the Condominium Owner's Association to maintain an attractive community, it is incumbent upon each Owner to take care of those things which he does to his property that are not concealed from view and may detract from the over-all appearance.

EXTERIORS - The exterior of the Condominium and all areas appurtenant to the Condominium shall not be painted, decorated or modified by any unit owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.

No awnings, window guards, light reflective materials, ventilators, fans or air conditioning devices shall be used in or about the Condominium, except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. No windows may be tinted without the prior consent of the Association and installation of all window hangings (curtains, drapes, and blinds) shall be white or off-white as visible from the exterior of the Condominium. No television, microwave, satellite dish or other outdoor antenna system or facility shall be erected or maintained within the boundaries of the Condominium.

DECORATIONS – Decorating for holidays must be in good taste and inoffensive to your neighbors. Any questions as to decorations not meeting these standards should be appealed to the Board of Directors. Their ruling shall be final.

SIGNS - There shall be no "For Sale" or "For Rent/Lease" signs exhibited, displayed or visible from the interior or the exterior of the Condominium.

LANDSCAPE CONTROL - No trees, shrubs, vines, flowers, grass or other landscape items may be planted on any part of the common area maintained by the Condominium Owner's Association without prior approval of the Board. Approved plants lists are available at RASP-COA office.

No person other than assigned Condominium Owner's Association employees may prune, trim, train, fertilize or otherwise maintain or attempt to maintain any part of the common area landscaping or any of the landscaping on the lots outside of courtyard fences which are the responsibility of the Condominium Owner's Association to maintain, without prior approval of the Board.

SECTION III – CLUB HOUSE

HOURS OF OPERATION – Monday through Friday - 8:30AM – 5:30PM. The Club House will be closed on legal holidays.

CLUBHOUSE ATTIRE – Owners, Residents, Guests and Invitees will wear proper attire, including shirts and footwear.

PRIVATE PARTIES – The Club House can be rented for private parties. The costs and the procedures and rules governing it and the Kitchens use for private owner or resident-sponsored social activities are available in the Manager's office.

SECTION IV – RECREATIONAL AREAS

GENERAL – The fitness center, pool, spa, playground, grills, tennis court, and car wash are specifically reserved for the use of the unit owners, their lessees and their guests. Guests using these facilities must be accompanied by a unit owner or lessee.

There is no supervision at the pool, spa, fitness center, tennis court, or playground. Unit owners, their lessees and their guests using these facilities shall do so at their own risk.

All equipment must be used with care. An Owner or Resident will be required to pay for any damage caused by the abusive or negligent use of the equipment by himself, and by any member of his household or any of his guests or invitees.

FITNESS CENTER AND SPA – Persons under 18 years of age are NOT permitted to use exercise equipment or spa, unless supervised by a person over 18.

CHILDREN'S PLAYGROUND – The Playground equipment is intended for children less than 12 years of age who must be supervised by a person over 18. Persons over 12 years of age are prohibited from using this equipment.

GRILLS – The Grills must be used only by persons over 18 years of age. When finished, users are responsible for cleaning the grill and depositing all trash in the appropriate receptacles. Users are also responsible when finished to ensure all fire has been quenched and no live embers remain in the grill.

SWIMMING POOL - Unit owners, their lessees and their guests shall obey the posted swimming pool rules. The following are basic rules for all persons using the swimming pool:

1. Use pool at your own risk.
2. Swimming in the pool is permitted only between the hours posted.
3. A child who cannot safely swim may not be brought to the swimming pool unless accompanied, at all times, by an adult. Such a child cannot enter the swimming pool unless accompanied by an adult who is at the pool in proper bathing attire.
4. Minors under the age of 14 are not permitted to use the swimming pools unless accompanied and supervised by a person age 18 or older.
5. Standard swimwear only is permitted. No cut-offs or street-wear. Non-toilet trained children must wear waterproof pants while in pools.
6. Shower before entering pool.
7. If suntan oil is used, a beach towel must be used to cover pool and patio furniture. Rinse off sun tan oil before entering pool.
8. Pool safety equipment should be kept in place and shall not be used, except for its intended purposes.
9. All debris must be deposited in trash can.
10. No flotation devices (rafts, etc.) are permitted in the pool. The only exception is a flotation device, which is attached to arms, and is used for instructional purposes.
11. No Horseplay, running, excessive splashing and any other activity that could be considered dangerous or annoying to others will be permitted.
12. No balls, Frisbees, or other throwable objects are permitted in the pool area.
13. No smoking will be permitted in the pool area.
14. No glass objects are allowed in pool area.
15. No food or drink in the pool area.
16. No alcoholic beverages in the pool or spa area at any time.
17. No animals are allowed in pool area.

SECTION V – MOTOR VEHICLES

PARKING - Parking is permitted in garages and marked parking spaces. Parking or obstructing spaces in front of garages except by the owner of that garage is prohibited. No vehicle shall be parked in such a manner as to impede or prevent access to another parking space. All vehicles shall be parked within the painted lines, but not extending over the walkway. No Condominium shall occupy more than two parking spaces. As a security measure, all automobile doors should be locked.

COMMERCIAL VEHICLES – Commercial vehicle with visible advertising or solicitations must be in good taste and inoffensive to your neighbors. Any questions as to any vehicle not meeting these standards should be appealed to the Board of Directors. Their ruling shall be final.

HANDICAP PARKING – Spaces are provided around the property for handicapped parking and will be enforced. Spaces at the Clubhouse may be used when bringing, or picking up, handicapped persons using the facilities. If the car does not have a handicap license plate, or other proper identification indicating use by a handicapped person, a permit must be obtained from the office and displayed when the car is parked in such space. However, momentary parking for the loading or unloading of the vehicle will be permitted.

VEHICLE MAINTENANCE - No motor vehicle which cannot operate on its own power shall remain within the Condominium Property for more than twenty four (24) hours, and no repair of vehicles, except for emergency repairs, shall be made within the Condominium Property. Washing and waxing of motor vehicles shall be limited to the area (next to the tennis courts) designated for that activity.

TRUCKS, RECREATION VEHICLES (RVs), BOATS, AND TRAILERS – Parking of trucks larger than a pickup truck, RVs, including motor homes, travel trailers, boats, and all other trailers anywhere on the streets, is prohibited except inside a garage.

DECALS – In the event decals are required to be affixed to each vehicle owned by or leased by a unit owner or lessee, while parked within the Condominium Property, then each vehicle owned by or leased by a unit owner or lessee shall bear the required decal while within the Condominium Property.

SECTION VI – HURRICANE PREPAREDNESS

WINDOWS AND BALCONIES: Unit owners shall remove all loose or movable objects from the balconies and terraces during the hurricane season.

HURRICANE PREPARATIONS: Each unit owner or lessee who plans to be absent from the Condominium during the hurricane season must prepare the unit prior to departure and designate a responsible firm or individual to care for the unit during the unit owner's or lessee's absence in the event that the unit should suffer hurricane damage. The designated firm or individual shall be registered with the Property Manager.

CERTIFICATE OF ADOPTION

The undersigned, as President and Secretary of the Association, do hereby certify that the foregoing was adopted on the 25th day of May, 2010 by the affirmative vote of at least 66-2/3% of the Board of Directors of the Association at a duly called and properly noticed meeting of the Board of Directors in accordance with the Florida Statutes and the Association's governing documents.

**RESIDENCES AT SABAL POINT
CONDOMINIUM ASSOCIATION, INC.**

_____. Date: _____.
(Sign)

Ervin A. Patrick, President
(Print)

_____. Date: _____.
(Sign)

David Guzinski, Secretary
(Print)

