



Rules and Regulations

Sunset Gardens Condominium, Deltona, FL



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Contents

Article I.	OWNERSHIP, USE & OCCUPANCY	2
Article II.	USE OF THE COMMON ELEMENTS-BUILDING AND OTHER AREAS	3
Article III.	ENFORCEMENT & FINING	5
Article IV.	SALES AND LEASING	5
Article V.	GUESTS	7
Article VI.	ALTERATIONS AND REMODELING BY UNIT OWNERS	8
Article VII.	ACTION OF OTHERS AND OCCUPANTS	9
Article VIII.	VEHICLES AND PARKING:	11
Article IX.	SWIMMING POOL	13
Article X.	PETS	15

Sunset Gardens Condominium, Inc.

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Article I. OWNERSHIP, USE & OCCUPANCY

1. Pursuant to Chapter 718 of the Florida Statute, also known as the Condominium Act, and the governing documents of the Sunset Garden Condominium Association, Inc., (hereinafter referred to as the "Association"), the Board of Directors has the power to adopt reasonable Rules and Regulations relating to the use of both the common elements and the units. These rules and regulations shall apply to all unit owners, Lessee's, visitors and any occupant of this unit with the ultimate responsibility for compliance resting with the owners. Unit owners are responsible for assuring that all the occupants are given a copy of these rules and regulations and that all guests and visitors observe them as well. Failure to do so will make the Owners responsible for any infractions along with whatever costs and legal actions are necessary to ensure the compliance of these Rules.
2. Kitchen disposal is for food waste and liquids only. No grease shall be disposed of down the sink as it may clog the drain lines, causing a backup and flooding of the lower floors.
3. No owner shall flush anything down the toilet except environmentally friendly toilet paper. **DO NOT FLUSH i.e. depends, disposable diapers, pads, etc.**
4. Each Unit shall be used for the purpose of a single-family residence as defined in the Associations Declaration and By-Laws, and for no other purpose.
5. Commercial Use: Industries, businesses, trade or commercial activities may not be conducted in any unit.
6. Cleanliness: Unit owners must keep their units in a good state of preservation and cleanliness and will prevent the accumulation of materials that will constitute a danger, permit, or promote the spread of vermin, odors or conditions constituting a danger or nuisance to the common elements or other units.
7. Voting: There is only one vote per unit and that applies only to owners. It is the responsibility of each owner to register the voter member at the management office. Under most situations, owners have the right (with certain exceptions such as elections) to appoint a proxy for specific purposes, and to instruct the proxy holder how to vote on issues being voted on by the membership.
8. All unit owners must supply the management office with an extra set of keys in the event of an emergency. If the office does not have a key a locksmith may be called and or damage to your door lock may occur and the expense will be deferred to the owner. Florida Statute 718. gives

the management office Right of Entry in the event of maintenance or an emergency to enter the unit. The office will make every effort to notify the owners within 48-hours by phone, email or mail.

Article II. USE OF THE COMMON ELEMENTS-BUILDING AND OTHER AREAS

1. Pursuant to the governing documents of the Association, the Common Elements are controlled and maintained by the Association and will be used only for the purposes for which they were designated.
2. Pursuant to Section IV of the Declaration, the following terms are defined as:
 - a. Common Elements include all areas and improvements outside of the unit boundaries except as otherwise specifically provided in the Declaration, easements through units for all conduits, pipes, ducts, plumbing, wiring and all other facilities for the furnishing of utility services to multiple Units and Common Elements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all Units (i.e. walkways, driveways, landscaping, meter room, and dumpster area)
 - b. Limited Common Elements: parking spaces, and Storage Spaces.
3. No person shall conduct any activity that will, or may, permanently destroy or damage association property, or interfere with the proper use by others, or commit any vandalism or improper behavior on the common elements, which interferes with or limits the enjoyment of the common elements by all others in the community.
4. Obstructions: There will be no obstruction of the common elements, nor will anything be stored outside the units without the prior consent of the board.
5. No personal property of the unit owners or occupants is permitted in any of the Association common areas, including walkways and stairs.
 - a. This includes plants, chairs and other personal items in the walkway area. All walkways must be free and clear to allow for a safe entrance and exit in case of an emergency pursuant to the National Fire Protection Association Codes.
 - b. All personal property left in a common area or walkway shall immediately be removed by management and any costs for removal shall be assessed to the unit owner with a fine for violation of this Rule.

6. Smoking is prohibited in any indoor areas as defined in the Florida Clean Indoor Air Act. This includes the recreation area, and smoking is also prohibited in the swimming pool area. Smoking is prohibited in walkways to prevent smoke to those passing by or smoke entering open windows. This includes walkways and stairways.
7. Trash
 - a. Trash Containment. Trash may not be stored outside any unit in such a manner as to permit the spread or encouragement of fire or vermin.
 - b. Pet litter, diapers and other similar waste matter must be double bagged, with ties and carried to the dumpster.
 - c. No furniture, appliances, or any other household furnishings may be left or disposed of in the trash dumpster or dumpster area. All unit owners shall be responsible for reimbursing the association the cost of removal.
8. Use of porches, walkways and other limited common elements.
 - a. The unit owner or occupant shall keep porches orderly and clean.
 - b. Any modifications to the limited common elements must be approved by the Board of Directors.
 - c. There shall be neither gas nor charcoal grilling on the porches.
 - d. Cooking is strictly prohibited on walkways or any common areas of the association.
 - e. This includes electrical grills.
 - f. All items which may be blown away by high winds must be removed in periods of expected severe storms, including all hurricane and tropical storm watches and warnings.
9. In the event an owner, or its tenants, guests, or other persons that are responsible for, causes damage to association property due to their willful or unwilful negligent acts, those unit owners shall be responsible to repair, and replace said property at their own expense. The Rules & Regulations are the responsibility of UNIT Owners to assure tenants, guests & visitors are in

compliance.

Article III. ENFORCEMENT & FINING

1. The board will manage the day-to-day affairs of the association and has the right to levy assessments, and maintain repairs and replace the common elements or association property.
2. All violation of these rules and regulations shall be reported immediately to the Association office and/or the management company. Disagreements concerning violations including, without limitations, disagreements regarding the proper interpretation and effect of these rules and regulations, shall be presented to and determined by the Board of Directors of the Association, legal authority or assigned committee, whose interpretation of these rules and/or remedial actions shall be relating to. In the event that any person, firm or entity subject to these rules and regulations, fails to abide by them, as they are interpreted by the Board of Directors of the Association, they shall be subject to legal action after written notice from the Board of Directors. If the Board of Directors of the Association deems it necessary, it may bring action at law or in equity, in the name of the Association to enforce these rules and regulations. In the event any such action is instituted, and the Association prevails in any such action, the Association shall in addition be entitled to recover its costs and attorney's fees incurred in enforcing these rules and regulations.
3. FINING POLICY: In accordance with Florida statute section 718.303, the Association has the right to levy fines against unit owners, and their tenants, for actions by owners, tenants and guests which fail to comply with the governing documents of the Association. The unit owner is responsible for the actions of all persons occupying or visiting the unit. Fines may be imposed up to a maximum of \$100.00 per day per violation, not to exceed \$1,000.00 for one continuing violation. Owners, occupants and tenants are subject to the assessments of fines.

Article IV. SALES AND LEASING

1. The Association is comprised of all unit owners.
2. For any sale or rental, you must have the Association's prior approval for occupancy. The following directives must be met prior to closing or leasing:

- a. You must obtain an application from the management office which is to be completed and returned to the office.
 - b. All tenants shall execute a Lease Addendum approved by the Board of Directors, and all tenants shall be responsible for complying with all rules and restrictions of the Association.
 - c. The Board of Directors has 7 business days to review and approve the lease application. All lease applications must be hand delivered to the management office.
 - d. All tenants must undergo a national criminal background check. All costs associated with this background check shall be paid by the unit owner as part of the application fee. The Board, within its sole discretion, may deny an application based on the results of the criminal background check, if it determines that a criminal record exists which poses a potential threat to the health, safety or welfare of other residents.
 - e. All lease renewals must be approved by the Board of Directors.
 - f. All tenants must complete an orientation and receive all necessary documentation.
 - g. NO per person, corporations, or other legal entities may acquire title to more than two (2) units and the owner must live in one (1) of the units.
 - h. New buyer(s) of a unit cannot lease the unit for 6 months from the date of closing.**
3. Failure by any owner to comply with these Rules and Regulations regarding leasing provisions shall be subject to a \$100 fine per day, not to exceed \$1,000.00 for a continuing violation. In the event the owner fails to cure any breach of these Rules and Regulations, Board shall have the right to file legal action against the unit owner to enforce these rules.
 4. All owners shall be responsible for their tenants' actions, or inactions.
 5. Tenants have the right to use all common facilities when a unit is leased, and owners give up that right unless the tenant waives this right in writing. This is to prevent dual usage of the facilities.
 6. By law, there is only one vote per unit and that applies only to owners.
 7. All Unit Owners shall be responsible for maintenance issues relating to their unit as provided for in the Declaration and other governing documents. This includes all issues relating to the Unit owners, tenants and guests.

Article V. GUESTS

1. "Guests" shall be defined as any person who is not a member of the Owner's family and occupies the Unit at the invitation of the Owner or other legally permitted occupant, without any requirement to contribute money, services or other types of consideration for the occupancy.
2. "Tenant," "Lessee" or "Renter," shall be defined as any occupant of a unit who pays the owner, or provides other consideration for leasing the unit. Units must be leased in their entirety (leasing of part of the unit is not permitted) through an approved application.
3. "Immediate Family Members" shall mean spouses, children, siblings, grandchildren, parents and grandparents. All Immediate Family Members must show their relationship to the management office to avoid the application process described in Article V, 2 above.
4. A guest staying more than 72 hours must pick up a guest parking pass at the office.
5. "Permanent Occupant" Any person other than the owner or his/her immediate family member, if staying over 7 days in any consecutive 12 month period is considered to be a Permanent Occupant for purposes of these rules, and must be approved by the Board of Directors in the same manner as tenants under Article II of these Rules for purposes of maintaining the safety and security in the community.
6. Any unit owner or tenant that will be absent during a Guest visitation, shall notify the management office in writing using our "Guest Registration Form". Acceptable notification may be submitted through fax, email, or postal mail. The following must be complied with if overnight guests are staying and the owner/tenant is absent:
 - a. All Owners and Tenants must provide the management office the name of each guest who will be occupying the unit, and the duration of the Guests' stay.
 - b. When a unit owner is not present, Guest visitations shall be limited to 15 days per visit, and limited to 2 visits in any given calendar year.
 - c. The Owner and/or Tenant must stipulate in writing that the Guest is not paying any remuneration for rent or utilities.
 - d. Upon arrival, all Guests must visit the Management office to register and obtain a visitor pass and sign the required Guest Form filled out by the owner prior to the visit.

- e. Unit owners and or tenants shall provide their Guests with a set of keys to the unit. Under no circumstances is the management office to open a door for a Guest.
- f. In the Owners' absence, approved Guests may not entertain overnight Guests of their own without written permission from the Owner, and a copy of such written permission shall be furnished to the management office.

NUMBER OF OCCUPANTS:

Only the number of guests authorized may occupy the unit in the absence of the unit owner.

Only the approved lessee(s) can occupy the unit

In no event shall the number of persons in residence exceed the following:

Two bedrooms 4 persons

Three bedrooms 6 persons

- 7. A guest or lessee shall be given a copy of the governing rules and regulations by the owner and must acknowledge that they will comply with all of the rules and regulations of the Condominium.
- 8. Violations of Guest Procedure and damages. Any unauthorized Guests cannot be admitted and shall be subject the Unit Owner to a fine per Article II above.

Article VI. ALTERATIONS AND REMODELING BY UNIT OWNERS

- 1. No alterations, additions, or improvements may be made to the common elements unless in accordance with the Association's Declaration. The board shall have the right to take any and all legal action and remedies necessary under the law, including filing legal action for an injunction to prevent or undue any alterations to the common elements contrary to the governing documents of the association and under Florida law.
- 2. It is the Association's responsibility to maintain and repair the common elements of the Association. This provision includes, but is not limited to
 - a. alterations to the exterior to the building.
- 3. Antennas: Exterior antennas for radio, CB, or television that are visible from the common elements are not allowed on the exterior of the building. Satellite dishes in excess of 1 meter, measured diagonally at the widest dimension, are prohibited. All television and other antennas shall be located within the interior of a building.

- a. Each notice of intent to install an antenna must be submitted to the Association. A scaled drawing, and one or more photos with dimensions indicated showing the proposed location and size of the antenna (including all related cabling and equipment). The drawing or pictures must show all sides from which the antenna will be visible. If the installation is contrary to the approval of the Association, or the procedures are not followed, removal or relocation may be required at the expense of the owner.
4. Interior alterations to Units: All interior alterations to a Unit that may affect the common elements of the association must be approved by the Board's designated representative in writing.
 - a. Under no circumstances are any alterations to be made to any boundary walls.
 - b. Unit owners are responsible to ensure the common elements are not damaged during construction and remain clean through completion. This includes walkways, trash, and stairwells.
 - c. The following is a list of most common alterations (although not limited to) that require an application:
 - Plumbing (e.g. hot water heater, etc.)
 - Electrical work (e.g. A/C unit, new lighting, etc.)
 - Changes to interior walls, etc.
 - d. The application should include details relating to the work to be done. A \$200 refundable deposit must be made prior to any work commencing, to protect against any damage to the common elements. Following completion of the work an inspection for damages to the common area will be done. If no damages are found your deposit will be returned.
 - e. The association shall notify the owner of any violation(s) and will arrange for repair or notify cleaning of any common elements where the Owner or Contractor fails to cure said violation(s) at the owner's cost.

Article VII. ACTION OF OTHERS AND OCCUPANTS

1. Under no circumstances shall an Owner/occupant remove an official posting or notice from the Board of Directors. Any individuals who remove documentation posted by the board may be fined pursuant to Florida Statute § 71B.303.

2. All Owners and Occupants are prohibited from posting, mailing or circulating any communication, which appears to represent official action of the Board of Directors or the management office. All official notice of Directors requires the signature of an officer, manager or authorized director in designated areas.
3. Annoyance or nuisance: No noxious, offensive, dangerous, or unsafe activity will be carried out in any unit, the common elements, or the limited common elements, nor anything be done therein unreasonable annoyance to the other unit owners or occupants. No unit owner or occupant will make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything to be done by such person that will interfere with the rights, comfort, or convenience of the other unit owners or occupants. No unit owner or occupant will play, or allow to be played, any musical instrument, or operate or allowed to be operated any electronic entertainment device at such high volume or in such other manner that it will cause unreasonable disturbances to other unit owners or occupants. If such sound can be heard and understood by persons of normal sensitivity within other units and doors and windows closed, and air handling systems on, it will be considered too loud.
 - a. Quiet Hours: Quiet Hours are from 10pm to 8am, and special attention to the rules against noise and disturbances will apply during these hours.
4. Employees and Management:
 - a. No unit owner, tenant, guest, occupant, or contractor, agent of the association shall send any employee of the manager, or employees of the Association, out of the property on any private business of the unit owner, nor will any employee be used for the individual benefit of the unit owner, unless in the pursuit of the mutual benefit of all unit owners, or pursuant to a fee to be paid to the Association for special services required, after approval by the Association.
 - b. No unit owner, tenant, guest, occupant, or contractor, (including officers and directors of the board), shall reprimand, give direction or interfere with the work of an employee, agent or contractor of the Association, unless safety is an issue. This responsibility is delegated solely to the Association's manager or Board designated representative.
 - c. Any unit owner complaints regarding the actions of an Association employee or agent must be made in writing to the Manager.
5. Unit owner or occupant absence in excess of 14 days:

- a. Any Unit owners or tenants leaving the unit vacant for a period of more than 14 days, must turn off their water supply at the main shutoff valve.
- b. It is also necessary for the air conditioning to be left on at a temperature of not more than 80 degrees to prevent mold and mildew from developing in the unit.
- c. Owners or tenants who are gone for more than 14 days must notify the Association and provide emergency contact information and the contact information for the owners or tenants.
- d. Any unit owners or tenants who are gone for more than 14 days shall designate an individual, or a representative of the Association if agreed to, and such person must check their unit weekly while they are gone, and immediately report any leaks or other problems to management.
- e. **If an emergency situation occurs, call 911.**

Article VIII. VEHICLES AND PARKING

1. Compliance with the law: All persons will comply with state laws and Department of Motor Vehicles regulations on the Association roads, drives, and property. Failure to keep all tags and registration current shall result in the towing of the vehicle following an attempt to provide prior written notice to the owner.
2. Registration: All vehicles of employees, agents, owners, and occupants regularly using the premises must be registered with the manager and all guest vehicles must display a vehicle sticker or a guest pass to be obtained from the management office upon entering the community of Sunset Gardens.
3. Covered parking spaces with carports are assigned by the management office. These carports are restricted for the specific use of the assigned unit owner or lessee. Only passenger motor vehicles are permitted to park in any assigned parking space. Failure to comply with this provision shall result in a written reprimand, then a fine.
4. Limitation on Use: Only one carport will be assigned per unit. Vehicles must be registered in order to permanently park on the premises. Parking areas will be used for no purpose other than to park passenger motor vehicles, loading or unloading. Under no circumstances will a single unit be permitted to have more than 2 vehicles on site. Any vehicle parked in a space assigned to another unit, without first providing written permission from the owner of the unit

to which this space is assigned, may be towed without prior notice.

5. All oversized trucks or commercial vehicles, including trucks, displaying trade signage (excluding law enforcement and governmental vehicles); commercial vehicles which have commercial equipment installed on the exterior of the vehicle; and trailers, boats, recreational vehicles and motor homes may not be parked on the common elements, and they are prohibited in the general parking areas, except for temporary loading and unloading. Special permission may be obtained from the board for small types of such vehicles to be parked in a designated area.
6. Visitor parking spaces are available at each building and those areas are restricted to passenger motor vehicles only.
7. Residents are prohibited from parking in these visitor parking spaces, except for loading and unloading. **Violators are at risk of being towed at their own expense.**
8. All vehicles must be parked in the forward position. Do not back into a parking space.
9. No vehicle repairs shall be performed on Association property.
10. Speed Limit. The speed limit on the entrance is 18 miles an hour, and 10 miles per hour in the parking area.
11. No skateboarding, ball playing, or rollerblading, is permitted in the parking area.
12. Storage of the bicycle must be in its appropriate storage area or within the individual unit. Bicycles are not permitted to be stored in any of the common areas of the Association.
13. Handicapped parking: Under Florida Law, anyone with a handicap permit is entitled to park in a designated handicap space (owner/tenant or guest). However, there is a limited amount of handicapped parking spaces in the community and all unit owners are assigned a parking space. **Due to these facts, the board is requesting that unit owner not park their vehicles in a handicapped parking space for an extended period of time. An extended period of time means more than 1 hour. The following rules relate to handicapped parking spaces:**
 - a. Owners/tenants using handicapped parking spaces should be used for loading and unloading purposes only.
 - b. If a unit owner has a disability requiring a closer space to the building, that unit owner must request a parking space reassignment for a closer parking space to the building. The board will attempt to reassign a space for the disabled unit owner either temporarily or permanently depending on the duration of the disability. The unit owner

must then allow his assigned space to be used as an open parking space. Supporting documentation should be provided with the owners' request for a reassignment.

- c. The law allows a vehicle that is transporting a person who has a disability and that has been granted a permit under s. 320.0848(1)(a) may be parked for a maximum of 30 minutes in any parking space reserved for persons who have disabilities.

Article IX. SWIMMING POOL

1. Definition of swimming pool location

- a. The swimming pool area includes the following that are an attachment to or in the proximity of the recreational facilities. Covered porch area, pool, pool deck, tables, umbrella areas.
- b. No furnishings are to be removed from these areas. The only exception is to have maintenance work on that item.
- c. These facilities are restricted for use to owners, lessees and their guests.

2. Identification wristband requirement

- a. Pool pass bands are required when you are in the pool area and subject to inspection. Four bands are allowed to each unit. Board Members have the right to ask to see the bands and require that you go and get it.

3. Health requirements for pool

- a. Persons with any of the listed conditions are not permitted in the pool. Blisters, diarrhea, open cuts, skin rashes or communicable diseases.
- b. Any adults or children wearing diapers may not use the pool facilities.
- c. Before entering the pool, all bathers must shower.

4. Conduct in pool area:

- a. Persons utilizing the pool facilities must honor the right of everyone to use the pool.

- b. Owners are responsible for the action of their children, guests and lessees.
- c. Running, loud and boisterous conduct will not be tolerated and are considered offensive enough will receive a warning. After a warning the next step is expulsion from the pool area.
- d. Audio equipment may be used with earphones only.
- e. No rafts, balls or other play equipment of any kind including squirt guns is permitted in the swimming pool or pool deck area. Noodles are permitted.
- f. All food is prohibited in the pool and pool deck area.
- g. Removal of furniture from the pool area is prohibited.
- h. Do NOT save poolside chairs and lounges when exiting the pool area. Do not leave the pool area without taking all personal belongings.
- i. Towels, Robes or other clothing may not be draped over the pool wall.
- j. Glass containers of any kind are not permitted in the pool area.
- k. Pets are prohibited in the pool area. Seeing Eye dogs are the only exception.
- l. Entry into and exit from the pool area must be through the entrance gates. No entrance by climbing the area wall.

5. Children conduct in the pool

- a. Children in diapers are NOT permitted in the pool.
- b. Children under eighteen (18) years of age must be under direct adult supervision when utilizing any recreational or common element facilities, including the pool.
- c. No cut off pants and no play equipment of any type.

6. Hours of utilization of pool areas

- a. The pool hours normally are from 8:00am - 8:00pm. Any use of these facilities other than these hours is strictly prohibited for insurance purposes.

- b. These areas are susceptible to closure without advance notice due to maintenance, repairs and weather conditions.

Article X. PETS

- 1. One small dog is allowed in a unit weighing 25 pounds or less at maturity. One cat is allowed in a unit. One dog and one cat may be allowed in a unit. Documented service and support dogs are the only exception to the weight limit.

- a. Pursuant Deltona City Code Chapter 14, All domestic animals living in Deltona must be vaccinated against rabies by a licensed veterinarian and have a current City of Deltona license tag. The tag proves the animal has its current vaccinations and enables Animal Control to return the animal to its rightful owner. You can obtain City Animal Tags at the City Hall Animal Control Office or at a local vet's office.

- b. Is there a leash law in Deltona? Yes.

There is a control law for both cats and dogs, meaning the animal must be under physical restraint when outside.

- c. **Is there a law that says you have to pick up after your animal? Yes,** the owner of the animal must remove all fecal waste material generated by the animal when the animal is located on the common area of SGCA or someone else's property.

- d. Barking

My neighbor's dog barks all the time. What can I do?

Animal Control will investigate your complaint; however, you must come in person to City Hall to sign a complaint with your name, address, and the address of the barking dog before Animal Control can help.

- 2. In no case will illegal pets be allowed in the units.