



DESTINY SPRINGS CONDOMINIUM ASSOCIATION, INC

928 Lake Destiny Road
Altamonte Springs, Florida 32714

RULES AND REGULATIONS

DESTINY SPRINGS.CONDOMINIUM ASSOCIATION, INC.

RULES & REGULATIONS

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DESTINY SPRINGS CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS
AND
ARCHITECTURAL REVIEW GUIDELINES

INTRODUCTION TO RULES AND REGULATIONS:

The Rules and Regulations established by the original developer and revised by the Board of Directors are to help ensure that Destiny Springs remains a pleasant place to live for all residents. The Architectural Review Guidelines exist to help protect Destiny Springs.

A prime consideration in both areas is maintaining the financial value of the area. Many of the restrictions are imposed because history indicates that communities which have allowed such activities, typically decline in value and desirability. The committees and Board of Directors involved in establishing the Rules and Regulations have attempted to balance the restrictions by making them fair and enforceable while considering the welfare of the community. If there are topics that are unclear, please contact management or the Board of Directors for an explanation.

All owners must abide by the Rules and Regulations and the Architectural Review Guidelines in accordance with the Declaration of Covenants, conditions, Restrictions and Reservations for Destiny Springs. Owners who lease, rent or otherwise allow others to occupy the dwelling unit must advise the occupants that they must also abide by the Rules and Regulations and the Architectural Review Guidelines. The absent owners will be held responsible for violations and all costs incurred.

The benefits of condominium living are many. They include a sharing of maintenance responsibilities and the expenses for quality recreation facilities. They promote a concept of community stability and security and provide an organization with central responsibility for efficient and quality operation of the property. Along with the benefits of the condominium concept. However, there are also some COMPROMISES WHICH MUST BE MADE and each individual unit Owner gives up a certain degree of freedom which otherwise might be enjoyed in a single family home. The concessions and compromises of condominium living have been succinctly described by Florida's Fourth District Court of Appeal in the following passage:

"Every man/woman may justly consider their home their castle and themselves as the icing thereof; nonetheless their sovereign fiat to use their property as they please must yield, at least in degree, where ownership is in common or cooperation with others. The benefits of condominium living and ownership demand no less. The individual ought not be permitted to disrupt the integrity of the common scheme through their desire for change, however laudable that change might be." *Sterling Village Condominium, Inc. v Breitenbach* 251 So 2d 685 688 (4th DCA 1971)

The overriding principle of the condominium concept is the promotion of the health, happiness and peace of mind of the majority of the owners. In accomplishing this goal, there will be some compromises of individual rights. It's the association and the board of administration which continually face the responsibility of maintaining the balance between individual rights of unit owners and preserving the common scheme for the benefit of all the owners.

Let's all work together for our common goals.

The Board of Directors for Destiny Springs Condominium Association

1.0 GENERAL COMMUNITY REGULATIONS

All restrictions, limitations and obligations of owners and occupants provided in the Declaration of Condominium and By-Laws are incorporated into these Rules and Regulations by reference.

- 1.2 Every Owner and Occupant shall comply with these Rules and Regulation as set forth herein, any and all Rules and Regulations which from time :to time may be adopted, and the provisions of the Declaration, Bylaws and Articles of Incorporation of the association, as amended from time to. time. Failure of an occupant to so comply shall be grounds for action which may include, without limitation, an..action to recover sums due for damages, injunctive relief, or any combination thereof. The costs of such action, including attorney's fees actually incurred by the association, shall be borne by the Owner/Occupant against whom such action is brought. The association shall have the right to suspend voting rights and use of common property in the event of failure to so comply. In addition to all other remedies, at the sole discretion of the Board of Directors, all costs incurred due to damages either by negligence or willful destruction to any common element by any Owner, his tenants, family, guests, invitees or employees will be assessed against the homeowner of the condominium unit.
- 1.3 These Rules and Regulations shall apply to all Owners, his tenants, family, guests, invitees or employees.
- 1.4 Any towing charges or fees and/or costs due to repairs made by the association on behalf of an uncooperative Owner or Occupant, after receiving proper notice, are the sole obligation of the Owner and/or Occupant of the vehicle or property and NOT the association. Should these charges/fee/costs be paid by the association in order to expedite compliance with the governing documents for Destiny Springs Condominium Association the Owner and/or occupant shall reimburse the association upon receipt of notice. Should the Occupant refuse payment the owner of the condominium unit will Ultimately be responsible for reimbursement to the association.
- 1.5 All official notices by Destiny Springs condominium Association, inc., shall be noted as such.No notice shall be mailed or otherwise circulated and/or posted on property which purports or represents to be an official act or notice of the Association.
- 1.6 The Board of Directors and/or Agent for the Association shall be permitted (but not required) to grant temporary relief not to exceed two (2) weeks from specific Rules and Regulations upon written request therefor and good cause shown in the sole opinion of the Board of Directors
- 1.7 The failure of the Board of Directors to insist in any one or more cases upon strict performance of any of the Rules and Regulations herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such Rule and Regulation. No waiver of the Board of Directors of any Rule or Regulation shall be deemed to have been made unless expressed in writing and signed by the Board of Directors or board member liaison.
- 1.8 Should any Rule or Regulation herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of these Rules and Regulations be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any Court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

2.0 ARCHITECTURAL REVIEW GUIDELINES (ARC)

- 2.1 No alterations of any kind shall be made to the common or limited common element portions of the exterior or interior of a structural nature without prior written approval from the Board of Directors. The Board of Directors will give due regard to the effects upon aesthetics, insurance, building codes and other regulations. Contact the Property Manager for additional information prior to making changes. (Note: Should anyone violate this rule and Covenant 4.2 (c) and alterations do not meet the standard criteria established. The owner will be required to correct and/or remove the alteration.)

All ARC requests by owners must contain a drawing of proposed plans prepared and sealed by a licensed architect with dimensions of all alterations, specifications for all materials to be used and the name of the contractor licensed by the State of Florida who will be performing the work. The board will rule with approval or disapproval within thirty (30) days of the submitted plans.

- 2.2 Items NOT required for Board of Directors approval in advances:

- a. Landscaping which occurs within the plant bed of the exterior of the building and does not exceed 20% of the available permeable area and which does not change the grading/drainage pattern of the property, Landscaping must not exceed the width of the patio, nor extend more than 6 feet from the patio. Any landscaping so installed shall be deemed a gift donated by the owner occupant to the condominium and no owner/occupant shall be entitled to compensation for loss of such landscaping Should landscaping added by an owner extend into walkway or become too large for area the board may option to remove the plant. The Board shall have absolute right to remove and dispose of any planting made by owner/occupant, which in the sole judgment of the Board impairs the maintenance, operation or administration of the condominium, or which in the reasonable judgment is inconsistent with the surrounding structures and topology.
- b. Planters that are placed directly next to the concrete pad in front of the screen door entrance to patio plants must be healthy and maintained by the owner. Empty planters or dead plants in planters will be removed by maintenance. Any planters so installed shall be deemed a gift donated by the owner/occupant to the condominium and no owner/occupant shall be entitled to compensation for loss or damage to such landscaping. The Board shall have absolute right to remove and dispose of any planters made by owner/occupant, which in the sole judgment of the Board impairs the maintenance, operation or administration of the condominium, or which in the reasonable judgment is inconsistent with the surrounding structures and topology.
- c. Door hardware such as peepholes, kickplates, locks and doorbells. Decorative wreaths may be hung on the front door. Seasonal wreaths must be removed within fifteen (15) days after the event.
- d. Edging around plant beds that use timberwood should match the existing timberwood edging on property. Timberwood used must be placed on a horizontal base stacking two or three for "wall" or must be pre-cut timbered and placed in a vertical edging pattern not to exceed 3" in height.
- e. Storm/screen doors on front door entrance. All storm/screen doors must remain in good repair and should not be left standing open in the hallways. Owners will be required to remove doors if closures do not operate properly. See Rule 5.12 - Condo Units.
- f. Seasonal decorations, provided they are placed directly in and around one owner's patio/balcony. Shrubs and bushes may be decorated at the owners' risk. Should the decorations become damaged by landscapers, maintenance or tither factors. All decorations must be removed within fifteen (15) days of the event. At no time shall the roofs and hallway walls be decorated by residents.
- g. Doormats may be used, however, they must be neat in appearance and in good condition. Any unsightly doormat will be removed from halls by maintenance staff.

3.0 VEHICLES - BOATS - CAMPERS - TRAILERS -VANS
RESIDENTIAL & COMMERCIAL

- 3.1 All vehicles shall park only in the assigned numbered parking spaces or other designated guest spaces. No grassy portions of the common elements or association property shall be used by any vehicles for parking unless prior written permission is received from the board or property manager. Damage to common elements and association property will be collected from all violators of this rule who may have their vehicle towed at the owner's expense.
- 3.2 Vehicles using multiple parking spaces or blocking service areas such as dumpsters, fire lanes and/or "NO PARKING" areas are in violation and may be towed at owner's expense. No vehicles with attached trailers are permitted parking at any time.
- 3.3 ONLY non-commercial vehicles consisting of passenger automobiles not for hire, vans (minivans and/or standard vans not exceeding 19 ft. in length/7.5 ft. in height) and pick up trucks not exceeding 19 ft in length or 6.5 feet in height for personal transportation (except trucks with dual wheels) shall be permitted to park in the assigned parking spaces and designated guest spaces for the resident's unit. Violation of this rule may result in towing of vehicle. (See Rule 3.4 for more definitive restrictions).
- 3.4 Commercial designated spaces are reserved for: 1) all vehicles with work tools visible from the outside; 2) all vehicles exceeding one-ton suspension; 3) All vehicles with commercial lettering on the outside of the vehicle; 4) all vehicles with overhead commercial use type racks; 5) All vehicles over 19 ft. in length; Vans over 7.5 ft in height & pick-up trucks over 6.5 ft. in height, with dual wheels, and all vehicles for hire. Commercial parking area may be changed by the board from time to time with proper notification. Commercial parking spaces are assigned spaces by the management office and each vehicle must be registered with a parking permit. Violators of parking rules may result in towing of vehicles. NO TRACTOR AND/OR TRACTOR-TRAILER SEMI-TRUCKS OR FLAT-BED TRUCKS, BOX VANS, STEP-VANS OR VEHICLES WITH TANDEM or DUAL WHEELS (other than dual wheeled pickup trucks) ARE PERMITTED TO PARK ON PROPERTY. All vehicles are subject to approval by the board and some provisions may be permitted. Only one (1) commercial vehicle per unit permitted.
- 3.5 Vehicles performing work for the association or for a resident may park in front or in guest spaces near the buildings during work related jobs. These vehicles may not use assigned spaces (without owner's permission), fire lanes, dumpster areas or any other NO PARKING area or to block a roadway at any time.
- 3.6 Clubhouse parking spaces, as designated, are to be used for staff employees; vehicles whose owners are conducting business with the association; social events at clubhouse, and visitors to pool. Violations are subject to be towed.
- 3.7 All vehicles parked on the Condominium property are required to have a current license tag and registration. Violations may be towed.
- 3.8 Speed limit within Destiny Springs is 10 MPH. Skidding of wheels on starts, stops or turns is prohibited. Violators will be issued ONE WARNING followed by possible legal action by the board with all cost recoverable from the resident/owner.
- 3.9 NO loud noise is permitted from vehicles while parked or "cruising" through property.

VEHICLES - BOATS - CAMPERS - TRAILERS - VANS
RESIDENTIAL & COMMERCIAL

3.10 Vehicles may be washed ONLY in designated car wash areas next to the maintenance shop. Vehicles may not be washed utilizing spigots on buildings. All trash and or refuse from any vehicle must be deposited in containers provided for that purpose.

3.11 Other violations:

- a. No vehicle major repairs EXCEPT changing tires, addition of oil or other fluids, charging a battery are allowed anywhere on property including commercial parking area, except that the forgoing repairs may be made in the boat storage parking. Non-resident vehicles are not permitted to be repaired on property.
- b. No inoperable or unregistered vehicles may be stored anywhere on the property. When a unit becomes vacant all vehicles including boats and/or trailers belonging to the owner/occupant must be removed from the property. No storage of non-residential vehicles is permitted. Parking for residents ONLY.
- c. Vehicles leaking transmission fluid, oil or any type of fluid must be removed from property until proper repairs have been made. Resident will be held responsible for any damage to the asphalt as a result of leakage.
- d. Vehicles with flat tires will be towed if not promptly repaired.
- e. Any inoperable or unregistered vehicle will be towed from the property.
- f. No vehicles are permitted to be on wooden or concrete blocks, car jacks or stands. Such vehicles will be towed.
- g. Any vehicle with broken window(s) or missing window(s) are not permitted on property. All vehicles must be in good repair; no loud mufflers; no excessive body damage.
- h. No vehicles may have a "For Sale" sign displayed without first obtaining a permit from the property manager for a two week period of time. The vehicle must be parked in the designated commercial parking area only and the sign must be removed after two weeks or the vehicle will be subject to towing

All vehicles in violation of the above rules will be subject to towing at the owner's expense in accordance with the law.

3.12 The Board of Directors may from time to time at their discretion designate or rescind storage locations for boats & their trailers, camper-vans, camper-trailers and utility trailers.

3.13 Conditions for boats & their trailers, camper-vans, camper-trailers and utility trailers:

- a. ONLY boats & their trailers, camper-vans, camper-trailers and utility trailers are permitted to park WITHIN a designated storage area for that purpose. **All of these** must be single wheel & less than 20 ft. in length.
- b. All utility trailers must be covered or closed in.
- c. No landscaping trailers are permitted with debris.
- d. No trailers may be attached to a vehicle when parked (all trailers must be detached from vehicles and must not occupy multiple parking spaces).
- e. NO BOATS OR OTHER RECREATIONAL VEHICLES MAY PARK WITHIN THE DESIGNATED AREA WITHOUT PRIOR WRITTEN APPROVAL by the Association. Application for authorization to park in the boat area may be obtained from the property manager. Any boat or other recreational vehicles not meeting the above criteria may be removed from property at owner's expense.

- f. ALL OWNERS OF BOATS AND RECREATIONAL VEHICLES STORED ON PROPERTY MUST LIVE ON-SITE.
- g. No person may use any vehicle or vessel parked on the property for sleeping, cooking, bathing or other living activities. No electrical wires or other utility lines may be run from any portion of the condominium property to such vehicle or vessel
- h. All vehicles and trailers parked in the boat storage area must be in GOOD REPAIR and have a current registration tag. The Board of Directors may designate assigned parking spaces with proper notice should the area become full.
- i. Boats may not be moored at the wooden dock located directly south of the Clubhouse. Boats may be moored along the lakeside providing the owner uses the boat on a REGULAR basis. If the owner/renter does not use a boat REGULARLY, the boat must be stored in the designated storage location. A boat found to be in violation will be subject to removal from property at the owner's expense.
- j. Smaller boats such as canoes and jon boats may be stored on a first-come basis when a boat racks are provisioned by the Board of Directors. Owners must first obtain a permit from the property manager upon presenting proper registration. All owners of smaller boats must be an on-site resident in order to store boats on property. Any small boat not meeting the above criteria for this rule will be subject to having the boat removed from property with all costs collectible from the owner.
- k. Usage of boat ramp is "at owner's/occupant's risk." The association, Board of Directors or management will not be held responsible for any damages or injury incurred while using boat ramp. Storage of all commercial or recreational vehicles on property is at owner's/occupant's risk and the association, Board of Directors or management will not be held responsible for any injury, theft or damages incurred while stored or parked on property.

THESE RULES AND REGULATIONS REGARDING VEHICLES, BOATS, TRAILERS AND RECREATIONAL VEHICLES HAVE BEEN GIVEN CAREFUL CONSIDERATION BY THE BOARD OF DIRECTORS. IT IS NEVER WITH ANY INTENT TO ESTABLISH RULES THAT PRESENT AN UNNECESSARY INCONVENIENCE WITHIN THE COMMUNITY.

HOWEVER, THE BOARD DOES CARRY THE RESPONSIBILITY TO:

- 1) MAINTAIN AND ENHANCE THE PROPERTY VALUE FOR EACH INDIVIDUAL OWNER.
- 2) ESTABLISH RULES THAT WILL ENSURE A PEACEFUL CO-EXISTENCE FOR ALL OF THE RESIDENTS.
- 3) ESTABLISH RULES THAT ARE REASONABLE AND ENFORCEABLE, CORRELATING RULES WITH CURRENT LAWS GOVERNING THE CITY OF ALTAMONTE SPRINGS.

THE BOARD AND MANAGEMENT IS READILY AVAILABLE TO DISCUSS THESE RULES WITH ANY RESIDENT IN ORDER TO BRING ABOUT UNDERSTANDING, SHOULD ANYONE QUESTION SOME OF THE DECISIONS.

4.0 COMMON ELEMENTS - HALLWAYS- PLANT BEDS - SKATEBOARDS/BIKES - STREET - WALKS

- 4.1 Common elements such as hallways, entrance to buildings and sidewalks shall not be obstructed, littered, defaced or misused. Barbecue grills shall not be used on the sidewalks. Placing chairs on sidewalks and sitting outside of porches shall not be permitted. Personal items shall not be placed in hallways for storage. Management reserves the right to remove such articles left in hallways or on common elements and will not be held responsible for damages/return.
- 4.2 No one is permitted to use the hallways or plant beds for recreational activities or to climb trees on property.
- 4.3 All garbage and refuse from the units shall be deposited with care in large dumpsters provided for that purpose. No one shall be allowed to litter the common elements or to empty kitty litter boxes or charcoal into plant beds. Drink containers and general refuse may not be left on the common elements, but must be placed in proper trash containers.
- 4.4 Entering or attempting to enter upon roofs, attics, equipment rooms or power rooms is prohibited except for authorized personnel.
- 4.5 Tampering with irrigation pumps, sprinkler heads or lines is prohibited. Use and maintenance of all irrigation equipment and facilities is limited to authorized personnel.
- 4.6 No occupant shall make any adjustment to any of the equipment located on the common elements or limited common elements without first obtaining written permission from the Board of Directors.
- 4.6b No resident may direct, supervise or attempt to assert control over ANY employee of the Association nor attempt to enlist their assistance on any private business during working hours. All requests for maintenance must be made through the Property Manager.
- 4.7 Refuse in dumpsters is for occupants' normal household trash and debris. Occupants who may be contractors are not permitted to dump trash or landscaping debris related to their work into the dumpsters. Contractors working in units for residents are not permitted to use the dumpsters for disposal. The debris from any repairs and renovations to the units must be carried off from property by the contractors.
- 4.8 Skateboarding, scooter riding and roller-skating/rollerblading are not permitted on the sidewalks; tennis courts or pool decks. No bicycle riding is permitted on the green, grassy areas, tennis courts or sidewalks within Destiny Springs, but is permitted on the driving/parking areas at owners'/occupants' own risk.
- 4.9 No outside parties or gatherings shall be conducted by any Owner/Occupant without the prior written consent of the Board of Directors or the Manager. No loitering on stairs and front entrances to the buildings are permitted.
- 4.10 No open containers of alcoholic beverages are permitted outside of units except that alcoholic beverages are permitted on pool decks (without glass containers) and at clubhouse functions provided that use of alcohol shall be at the sole risk of the user and at no risk or liability for the Association, Board of directors or Management.

5.0 CONDOMINIUM UNITS - PATIO BALCONIES
LIMITED COMMON AREAS

- 5.1 Each unit shall be used only for the purpose of a single family residence. One or more persons in a single dwelling unit permitted providing that such family shall not contain over three persons unless all persons are related by law, blood, adoption or marriage and for no other purpose whatsoever. Occupancy limits are based on unit sizes as follows:
- | | |
|---|---|
| Studio/Efficiency - Maximum of two people | One Bedroom - Maximum of three people |
| Two Bedroom - Maximum of four people | Three: Bedroom - Maximum of five people |
- 5.2 Each owner has the right to sell or lease his unit, PROVIDED that the owner complies with the terms of the Declaration of Condominium Articles 10.3 and 11,1. Each new owner or tenant must be approved by the Board of Directors before taking occupancy of any unit. An Intent To Sell form or Application for Lease must be completed and returned to the onsite office with proper fees for background checks. These same procedures apply to additional roommates, adult family members, subletting or any other person permitted to dwell in unit for more than one (1) month. All persons dwelling in a unit must be approved by the board. It is the unit owner's responsibility to ensure that all procedures to sell or lease a unit has been completed prior to completing a sale or lease: An application shall be deemed to be received on the date when all required information and payment has been received.
- 5.2(b) All applicants for lease or purchase shall submit to a screening process including all additional roommates, adult family members, subletting or any other persons dwelling in a unit for more than one (1) month with a screening committee or the Property Manager.
- 5.3 Each new owner or tenant shall be bound by the provisions of the Declaration of Condominium (Covenants) and' Rules and Regulations. Should it become necessary to vacate a tenant from a unit due to continued violations, the owner will have the responsibility to remove the tenant from the property. When action is taken by the Board of Directors all fees and costs incurred from having a problem tenant removed from the unit will be the responsibility of the owner.
- 5.4 If the Application to Lease is not approved by the Board of Directors the lease shall not be made. The Board of Directors reserves the authority to have unapproved tenants removed through legal action against the owner who has failed to comply with the governing documents for Destiny Springs. All legal costs Will be the sole responsibility of the owner.
- 5.5 No occupant shall use the living units, common elements, or permit their use in such a manner as would be a disturbance to other occupants, or in any way as to be injurious to the property or to any person, illegal substance abuse or trafficking of such substances will not be permitted.
- 5.6 No occupant shall make or permit any noise or become a nuisance that will disturb or annoy any occupant of a unit. Nor will any occupant do or permit anything to be done which will interfere with the rights, comfort, property or convenience of any other occupant.
- 5.7 Each unit occupant shall maintain his unit in a clean and sanitary manner. Sweeping from the units into the hallways or from the balconies shall not be permitted. Throwing items from porches or windows shall not be permitted.
- 5.8 No signs, window displays or advertising will be permitted on any part of the property except as provided in the Declaration; this prohibition includes (but not limited to): FOR SALE; FOR RENT; OPEN HOUSE; RUMMAGE SALE signs. Window displays include stickers, plaques or any kind of signage. No "rummage sales" are permitted on common areas by individual occupants.

5.0 CONDOMINIUM UNITS - PATIO BALCONIES
LIMITED COMMON AREAS

- 5.9 No licensed industry, business, trade, occupation or profession of any kind shall be conducted in the units or on the common elements or association property by any resident. Except as may be allowed by law, babysitting is limited to no more than two (2) children at any one time for residents living on property. Non-residential babysitting is not permitted except for family members. The foregoing shall not be constructed to prohibit home offices, as for telecommuting, provided that the condominium may not be used as the primary office, nor may deliveries be received or made, nor may the condominium address or phone number be advertised as a business location, nor may inventory be kept at the condominium, nor may any employees, customers or clients be seen at the condominium.
- 5.10 No laundry, clothing, rugs, towels or other items shall be hung from railings of balconies or hung on racks/lines on porches. No mops or brooms shall be stored on the porches.
- 5.11 ALL window treatments, including those for the glass sliding doors, shall have neutral white exposure to the exterior of the buildings. Proper draperies, blinds and vertical blinds shall be used for all window and glass door treatments. All window treatments must be in good repair and not present an unattractive appearance to the exterior of the buildings.
- 5.12 No screen doors or balcony or patio screening is to be added to units without written board approval. Security or storm doors are permitted but must be bronze in color. All screen doors must be aluminum/metal, pre-hung doors and bronze in color. All screening will be the responsibility of the owner for maintenance, repairs and replacements. Screen doors to units must be in good repair and must have a proper closure installed in order to keep the door closed in the hallways.
- 5.13 All front doors to units must be plain (non-paneled) solid core wood or metal. Decorative metal kick plates are permitted.
- 5.14 No flammable, explosive or dangerous chemicals may be kept in or about the unit or on the porches including propane tanks, or other containers for barbecue usage.
- 5.15 Only electric barbecue grills are permitted. Barbeque grills are NOT permitted TO BE USED ON THE PATIOS OR BALCONIES of any unit. Altamonte Springs City Fire Code 501.5: "Usage of open flame cooking devices shall be prohibited on porches of multiple-family dwellings of two or more stories in height, or within 10 feet of the building." Absolutely no barbecuing on porches OR POOL DECKS will be permitted at any time.
- 5.16 No waterbeds or heavy items are permitted without proof of liability and property insurance and only with a prior written certification that the structure can support the expected load Any object in a unit which may cause structural damage to the building must be removed at the written request of the Board of Directors. Any damage caused by such objects resulting in a cost to the association or another homeowner shall be passed on to the unit owner in whose unit the damage occurred.

5.0 CONDOMINIUM UNITS - PATIO BALCONIES
LIMITED COMMON AREAS CLUBHOUSE - CONT'D

- 5.17 Patios and Balconies shall NOT be used for storage purposes (i.e. boxes, toys, tools, etc.) or utility rooms. Porches shall be maintained in a neat and clean manner at all times. Trash receptacles are not permitted on the porches. ONLY patio furniture, plants, shelving typical for plants, bikes, and electric barbecue grills are to be kept on porches. Bikes may be hung on hooks from walls or kept in neat manner. All other items such as decorative additions and storage cabinets that do not reduce the integrity of the porch are at the discretion of the Board of Directors and must be approved prior to placing the item on the porch.
- 5.18 All planters placed on railings of balconies must be secured to railing by "tie-downs." Any planters that are not secured will be removed by maintenance following proper notification to residents. All precautions must be made by residents due to risk involved in falling planters.
- 5.19 Roll-up blinds (bamboo or vinyl) may be installed on screen porches. Blinds must be neutral in color (white or tan) and/or consistent with the exterior color of buildings. Blinds must remain in good repair.
- 5.20 Sound and noise from radios, stereos, phonographs, television sets, musical instruments or other audio devices OR SOCIAL GATHERINGS shall be deemed a violation if annoying or irritating to neighbors -- or any other activity if heard from outside of the unit.
- 5.21 Personal items may be listed for sale on the bulletin boards. Advertised Rummage Sales are not permitted in the units due to traffic and parking problems.
- 5.22 Construction and/or repairs to units that will involve power tools, hammers, saws or any other work that creates a disturbing noise for other units shall not be permitted before 8:00 AM nor after 7:00 PM. All work tools shall remain inside the unit during repairs including "cutting" of materials. Common areas shall not be used for construction and/or repairs. Residents are responsible for cleaning up all debris in common areas resulting from repairs. AT NO TIME SHALL THE PLANT BEDS OR COMMON AREA BE USED FOR DUMPING DEBRIS FROM REPAIRS TO UNITS OR CLEANING TOOLS.
- 5.23 Clubhouse must be reserved for use by an owner or resident at least seven (7) days in advance of its use. Clubhouse rental fee and deposit must be paid prior to use. Information concerning fees and deposits are available from the Property manager. Separate Rules and Regulations governing Clubhouse rental will be issued along with contract for liability, if damages occur during the rental period of the Clubhouse, all or part of the deposit will be retained to make necessary repairs. Damage deposit shall be in the form of money order, cashier's check or cash only. Violation of rules for clubhouse usage and disrespect for property by residents and guests will result in loss of rental privileges. Any resident having use of the Clubhouse shall be responsible for cleaning up after its use and restoring the premises to their original condition.

6.0 PET REGULATIONS

- 6.1 All animals are to be kept within the resident's living unit. When outside of the unit, ALL ANIMALS MUST BE ON A LEASH and under control of the pet owner. Control is to be deemed as a pet on a leash, carried or caged.
- 6.2 Defecation in any outside areas will require the pet owners immediate attention in cleaning up after the pet. Any violation of this rule may result in further actions by the Board of Directors and may result in fines from Seminole County Animal Control for code violations. **OWNERS ARE COMPLETELY RESPONSIBLE FOR THE ACTIONS OF THEIR PETS.**
- 6.3 Any occupant harboring any pet shall indemnify and hold harmless the association and/or its agent against any loss or liability of any kind arising out of having an animal on the Condominium property,
- 6.4 If a pet becomes obnoxious because of barking, mischief or otherwise, will be reported to the Property Manager. The owner of such an animal will be notified to correct the problem. Failure to do so may be cause for the association to require removal of said animal. Owners of aggressive/vicious pets will be reported to, Property Manager, Association Attorney and Animal Control and will require removal of said animal.
- 6.5 Only dogs, cats and other normal household pets forty (40) pounds or less at maturity are allowed to be kept in, on and about the living units or the condominium property.
- 6.6 No more than two (2) pets per unit are permitted. Violation of this rule may result in legal action to cause removal of animal(s). Owners of units reserve the right to lease units without permitting any pets or limiting pets to one (1) and may require pet deposit/fee.
- 6.7 Owners of pets shall obtain proper vaccinations for rabies and submit rabies certificates to the association, and all pets shall wear a current license tag at all times when outside of the living unit.
- 6.8 Unattended pets are NOT permitted on the porches. Animals may not be tied, secured/tethered and left UNATTENDED on any part of the common elements or association property. Wandering pets on property are subject to being caught in assistance with Animal Control.
- 6.9 No pets are permitted in pod areas that are enclosed by fencing. No pets are permitted in pools or on decks of pools at any time regardless of whether the pet is carried and held by the owner or not.
- 6.10 No food and water dishes are permitted to be left anywhere outside on property for pets or other stray/wild animals. Maintenance will remove all dishes for the purpose of feeding animals outside units.
- 6.11 GRANDFATHER - Any unit owner, who owns and maintains a pet in excess of 40 pounds or breed is on the restricted dog breed list on condominium property as of May 1, 2024 will be permitted to retain the pet until its expiration. All renters at the time of renewal of lease, must conform to current rules. All current pets must have been registered and have a rabies certificate by May 31, 2024.

6.12 Restricted dog breed:including their mixes

- Akitas
- Alaskan Malamutes
- Bulldogs
- Cane Corso
- Chows
- Doberman Pinschers
- German Shepherds
- Great Danes
- Mastiffs
- Pit Bulls
- Rottweilers
- Siberian Husky
- Presa Canarias
- Straffordshire Terrier
- Rhodesian Ridgeback
- St. Bernard

6.13 There is a \$250.00 pet fee, for each pet to be paid to the association upon initial ownership/lease. There is also a \$25.00 per pet fee that is to be paid to the association monthly (cats are excluded from the monthly pet fee).

A SITE PLAN IS ATTACHED TO THESE RULES AND REGULATIONS DESIGNATING PET WALK AREAS THAT DO NOT REQUIRE OWNERS CLEANING UP PET DEFECATION.

7.0 SWIMMING POOL

- 7.1 No Lifeguard will be on duty-- SWIM AT YOUR OWN RISK.
- 7.2 NO DIVING is permitted from the sides of pools; steps; furniture; or near-by buildings.
- 7.3 No GLASS CONTAINERS or other breakable items are allowed in or around the pools.
- 7.4 PETS ARE NOT PERMITTED IN POOLS OR ON POOL DECKS,
- 7.5 No infants or other incontinent persons in diapers are permitted in any of the pools. All MUST wear TIGHTLY FITTING rubber pants or swim wear while in the pools.
- 7.6 No running, horseplay, loud games or excessive yelling is allowed in the pool areas.
- 7.7 All pools are open to residents of Destiny Springs ONLY. All guests must be accompanied by a resident of Destiny Springs. Identification may be requested of any person using the pools by any representative of the association. Failure to produce identification may be regarded as a trespass and will be subject to arrest if persons do not leave.
- 7.8 All persons who are not physically or mentally capable of meaningful life saving activities must be accompanied by a responsible resident who possesses these skills. Persons requiring supervision but without proper supervision will be asked to leave the pool area. Persons under age of 14 must have proper supervision.
- 7.9 Swimmers must shower prior to entering the pool. Tanning oils and lotions must be showered off from all swimmers before entering the pool.
- 7.10 Bathing caps must be worn if hair contains any artificial devices or hairpins.
- 7.11 Proper swimming attire is required. NO cutoffs, -.shorts, work-clothes, shirts or other types of non-swimming apparel is permitted. NO t-backs (thong type suits) are permitted.
- 7.12 No food or drink is permitted in the pools.
- 7.13 All residents are responsible for the actions of their guests including cost for damages.
- 7.14 Posted pool hours must be adhered to which may change from time to time.
- 7.15 No pool furniture may be used for diving purposes.

7.0 SWIMMING POOL

Rules for the Pool Decks are as follows:

- 7.16 No barbecuing is allowed.
- 7.17 All pool deck furniture must remain on the decks. No furniture is to be removed from the decks for personal use unless permission is given in writing from the board.
- 7.18 No loud audio devices. Low volume should be used on audio devices and cell phones shall not be used in speaker mode.
- 7.19 Trash receptacles should be used for all waste items. Smoking urns should be used for cigarettes.
- 7.20 No bikes, skates or roller blading is permitted on the pool decks.
- 7.21 No pool gatherings or parties shall be conducted by any Owner/Occupant without the prior written consent of the Board of Directors or the Manager that exceed ten (10) persons.
- 7.22 No glass containers anywhere on the pool deck.

8.0 COMPLAINTS
NOTICES OF VIOLATIONS

- 8.1. All complaints from residents to the management or board must be in writing and may be submitted either through the management company portal or by paper. Printed complaints must be dated and signed in order to be followed up with a Notice Of Violation by management or the board. Phone calls from residents regarding complaints will be "noted to file". However, before a Notice of Violation may be issued a submitted or written complaint with proper dates and signatures must be on file.
- 8.2. Notices of Violations will be issued to all residents who are found to be in violation of any Rules and Regulations as contained within these rules and/or all governing documents for Destiny Springs.
- 8.3. Should a resident of Destiny Springs receive two (2) Notices of Violation for the same or similar violations, the board reserves the right to turn the matter over to the association attorney in order to resolve the matter legally in accordance with all governing documents for Destiny Springs and applicable law.
- 8.41. Any owner who fails to correct any violation of any governing document for Destiny Springs may be referred to the association attorney for possible legal action. All attorney's fees and court costs will be recoverable from the owner of the unit according to the Declaration of Condominium.
- 8.5. All of the governing documents including the Declaration of Condominium and the Rules and Regulations established by the Board of Directors will be enforced with the intent to maintain property value, community pride and right to a peaceful life within one's home.
- 8.6. These Rules and Regulations may be recorded and made a matter of Official Public Record along with the Declaration of condominium and By-Laws with the Seminole County Clerk.
- 8.7. All new owners and renters will be required to sign these Rules and Regulations in acknowledgment of receipt and acceptance in complying with all governing documents for Destiny Springs. The signature page will be maintained in the files for each individual unit.*

* Statement and Signature" page is attached to these Rules and Regulations and must be reviewed and signed by all new owners and renters which will be placed on file in the on-site office.

9.0 SATELLITE DISH

11.1 INTRODUCTION

The Board of Directors discussed the matter of defining restrictions for satellite dish installations for Destiny Springs in compliance with the latest FCC ruling effective January 22, 1999 which allows dishes to be installed on condominium properties with restrictions approved by the Board of Directors. Following a brief discussion: Sharon Holloway made a motion to rescind all other votes regarding satellite dishes and to permit satellite dishes installed on the porches of the condominium units. The dishes should be no larger than 18" in diameter; attached to a freestanding post (tripod) with no attachments to rails, walls (interior or exterior of porch), floors, ceiling or roof of the porch or patio permitted. The dish shall not extend beyond the porch or rail in any manner, and when possible, minimum visibility from the outside view of the porch. Any damages caused by satellite dishes installed on the porch will be repaired by the owner with no cost to the Association.

11.2 GUIDELINES

The board decided upon the following rules governing the installation of satellite dishes which should be strictly adhered to by all residents:

1. All satellite dishes must not be any larger than 18" in diameter.
2. The dish must be mounted on a free-standing post that does not require securing to the floor, wall, railing, or ceiling of the porch.
3. All dishes are to be placed on the patio or balcony floor.
4. Before installing a dish on the porch, the resident should notify the office and complete a form for their file waiving all association liability.
5. In the event that the resident can provide proof that receptivity cannot be obtained from their porch, the dish may be mounted on the exterior wall next to their porch. The dish must be professionally mounted on the wall using all precautions to caulk and seal around the base to prevent water intrusion.
6. Any damages incurred by the mounting of a satellite dish by a resident/owner to the porch or common areas are the responsibility of the owner.
7. Use of a qualified receiver by any resident shall operate as consent by the resident and by the unit owner, if different, to be responsible for the cost of removing and repairing any damage caused directly or indirectly by such use as well as the reasonable attorney's fees and costs incurred in enforcing this Article.

A qualifying receiver shall meet the following guidelines:

- A. No receiver may be placed anywhere in the condominium except in portions of the property under the exclusive control of the resident. For purposes of this rule such areas are:
 1. Anywhere wholly within the interior boundaries of the units,
 2. Anywhere wholly inside the interior boundaries of the limited common element balconies provided that no part of the qualifying receiver may protrude into or past the plane of the interior surfaces of the balcony. (See Item 5 for qualification)
- B. Used in accordance with all applicable building and safety codes.
- C. Affixed by noninvasive means, such as a clamp or vise, easily removable and easily stored in the event of severe weather
- D. If visible from any location outside the boundaries of the unit, installed so as to minimize its visual impact, including painting or coloring same to blend with the background around the receiver.
- E. Does not pierce the exterior of the building, including any wall, roof, or balcony slab; does not compromise the structural integrity and weather worthiness of any portion of the condominium; does not impair the delivery of utility services to any part of the condominium property; does not cause an increase to the Association or to any of its residents in the cost of insurance or in the cost of maintaining, repairing, or replacing any portion of the condominium required by the governing documents to be maintained, repaired, or replaced by the Association or another person or entity, DESTINY SPRINGS CONDOMINIUM ASSOCIATION, INC.

10.0 INSPECTION AND COPYING OF ASSOCIATION RECORDS

10.1 RECORDS DEFINED

The official records available for inspection and copying are those designated by the Florida Condominium Act, as amended from time to time.

10.2 PERSONS ENTITLED TO INSPECT OR COPY

Even/ unit owner, or the unit owner's authorized representative as designated in writing, shall have the right to inspect or copy the official records pursuant to the following rules, provided that no more than two (2) persons may attend any scheduled document inspection.

10.3 MANNER OF INSPECTION AND COPYING

- A. A unit owner, or a unit owner's authorized representative, desiring to inspect the Association's records shall submit 2 written requests to the Secretary or Manager of the Association. The request must be specific, identifying the particular record subject to inspection, including pertinent dates or time periods covered thereby, except that no single request shall request records covering a greater period than two (2) years. The request must be sufficiently detailed to allow the Association to understand and locate the exact records requested. Requests to have documents delivered or sent to the requesting party or to another person shall be treated as a request to inspect records and the Association shall respond accordingly.
- B. Inspection or copying of records shall be limited to those records specifically requested.
- C. No unit owner or authorized representative shall submit more than one written request for inspection in any thirty (30) day period nor copying of the same record in a ninety (90) days period.
- D. All inspection of records shall be conducted at the Association's office and/or at such other location designated by the Association, or at more than one location. No unit owner or authorized representatives shall remove original records from the location of inspection. No alteration of the original records shall be allowed.
- E. Records shall be made available for inspection by the Association on or before the fifth working day subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended by written request of the unit owner or authorized representative. In addition, this time frame shall be extended in the event records are so voluminous or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the unit owner or authorized representative, by telephone or in writing, that the records are available and the time, date and place for such inspection. Inspection shall be made only during normal Association business hours or normal business hours of the location of inspection if either than the Association office. (For the purposes herein the term "working day" shall mean Monday through Friday, exclusive of federal, state and local holidays in which the office of the Association is closed. For purposes herein "normal business hours" shall be the hours that the Association office is customarily opened, or the hours at the location where the records are inspected is customarily opened, or if there are no customary hours, then 9:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. of each working day.) No single inspection session may exceed two (2) hours.

- F. If a unit owner or authorized representative desires to obtain a copy of any record, the unit owner or authorized representative shall designate in writing which record is desired or in the alternative shall designate such record by use of a tab or clip upon the pages desired. Any written request shall designate the specific record or portion thereof. If the location of inspection has a copy machine, then copies of the record shall be available within two working days of the request. If the location of inspection has no copy machine, then copies shall be made available upon return of the records from a copying service. In the event the above referenced time frame is impracticable due to the voluminous nature or condition of the records, then copies will be made available as soon as is practical.
- G. A unit owner or authorized representative shall pay the reasonable expense of copying. Copies shall cost \$.25 per page. In the event the cost exceeds \$10.00, payment in advance of copying may be required.
- H. No single request for copies shall exceed one hundred (100) pages of materials.
- I. No written request for inspection or copying shall be made in order to harass or retaliate against any unit owner, resident or Association agent, officer, director or employee. Nor shall the right to inspect be used to circumvent the discovery rights and obligations provided for by law or administrative regulation in matters that are the subject of arbitration proceedings or litigation.
- J. All persons inspecting or requesting copies of records shall conduct themselves in a business like manner and shall not interfere with the operation of the Association office or the office where the records are otherwise inspected or copied. The Association office, or office of inspection, shall assign one staff person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed to that staff person.
- K. Association shall maintain a log detailing:
 - 1. The date of written request for inspection
 - 2. The name of the requesting party
 - 3. The records which are requested
 - 4. The date the owner was notified of the availability of the records, the manner in which notice was given and the identity of the person giving the notice

9.0 STATEMENT AND SIGNATURE PAGE

Statement and Signatures:

I/We have received and reviewed the Rules and Regulations for Destiny Springs during my screening interview with management and/or the board. I understand my responsibility in complying with all governing documents for Destiny springs. I further understand the intent of these documents are for the welfare of property value, community pride and right to a peaceful life within one's home.

As a renter, I agree to comply with the governing documents and understand the risk of being removed from the property should continued violations occur without compliance.

As an owner, I assume my full responsibility as stated in the Declaration of Condominium, By-Laws, Rules and Regulations and Florida Law.

UNIT: _____

SIGNED:

_____	_____	_____
Print Name	Signature	Date
_____	_____	_____
Print Name	Signature	Date
_____	_____	_____
Print Name	Signature	Date
_____	_____	_____
Print Name	Signature	Date

WITNESS:

_____	_____	_____
Print Name	Signature	Date

DESTINY SPRINGS CONDOMINIUM ASSOCIATION, INC.

COMPLAINT/REQUEST FOR
NOTICE OF VIOLATION

NAME OF COMPLAINANT: _____

UNIT: _____ DATE: _____ PHONE: _____

NATURE OF COMPLAINT: _____

Complainant's Signature

Manager's Signature

Board of Directors Recommendations (if appropriate)

Items placed on the Agenda for board meetings must be received in the office five (5) days prior to the meeting which is last Thursday of each month. All meetings are open and attendance is encouraged.

DESTINY SPRINGS CONDOMINIUM ASSOCIATION, INC.
ARCHITECTURAL REVIEW BOARD

APPLICATION

This is a request form to be completed by the homeowner and submitted to the Architectural Review Board (ARB) for approval BEFORE any work commences. Please refer to your Declaration of Covenants and Restrictions for a description of the ARB and its purpose.

THIS SECTION TO BE COMPLETED BY HOMEOWNER

DATE: _____

NAME: _____

UNIT: _____

APPLICATION ADDRESS: _____

MOBILE PHONE: _____

ALTERNATE PHONE: _____

DESCRIBE THE CHANGE/ADDITION/INSTALLATION: _____

LOCATION:(attach a copy of a plot plan or suitable diagram_ showing where the addition is located)

SPECIFICATIONS: (attach copies of plans, estimates or pictures)

Dimensions: _____

Material(s): _____

Color(s): _____

Note: All requests must conform to all local Zoning and Building Regulations and you must obtain all necessary permits if your request is approved by the Architectural Review Board.

THIS SECTION TO BE COMPLETED BY THE ARCHITECTURAL REVIEW BOARD

REQUEST:	_____	_____
	Date Approved	Date Denied

BOARD MEMBER'S SIGNATURE: _____

COMMENTS: _____

SUBSTANTIAL COMPLETION:

Inspection Date

Final Inspection Date