RULES AND REGULATIONS

DEEP CREEK GARDENS CONDOMINIUM ASSOCIATION, INC.

In order that all members of the condominium association are treated fairly and equally and to maintain Deep Creek Gardens Condominium as a beautiful and desirous place in which to live, the Board of Directors of the Condominium Association, with comments from unit Owners, has promulgated the following Rules and Regulations. Your Board of Directors welcomes the assistance of all unit Owners in the enforcement of these Rules and Regulations. Violations of these Rules and Regulations should be reported in writing to the office. Violations will be called to the attention of the violating Owner (or Tenant, Guest, or Invitee) and any appropriate committee, by the Board. Unit Owners are responsible for compliance with these rules by their guests, invitees, and tenants.

Deep Creek Gardens Condominium Association is a "Smoke-Free" Property. Smoking is not permitted on any of the common grounds, inside units or on unit lanais.

I. PARKING AND VEHICLE RESTRICTIONS

A. No commercial vehicles (except for service or delivery), oversized vans with living quarters, five wheelers, motor coaches, campers or trucks larger than a half-ton pickup or half tone trucks with extended cab over 21 feet will be allowed in the condominium complex. No lift kits on any vehicle will be permitted, with handicap lifts to be exempted. Trailer hitches must be removed while the vehicle is parked. No extended hitches or bike racks allowed to be attached to a vehicle if it would extend beyond 21 feet.

B. No boats, trailers, dirt bikes, mopeds, motorcycles, dune buggies or any two or three wheel motorized vehicles will be allowed in the condominium complex.

C. A commercial vehicle is defined as any vehicle with racks, ladders, boxes or side boxes exposing tools or materials. No materials or tools may be exposed to public view, nor any vehicle carrying commercial advertising.

D. There is only one assigned parking space per unit. All owner vehicles must be registered with the Association office and have a valid parking sticker placed in the vehicle in a highly visible position. No assigned space will be occupied by anyone other than the occupant of the unit to whom the space is assigned. The remaining unassigned parking spaces are designated "guest" parking only. Guest vehicles must be registered with the Association office. No vehicles may be parked on Association property unless the owner of the vehicle is a registered guest of a resident and is on the premises.

D.1) Two cars are acceptable for each unit if the Unit is occupied by two approved licensed drivers. (One approved driver – one vehicle, Two approved drivers – two vehicles).

One car is to be parked in the designated assigned space and the other vehicle must use open/unassigned parking spots. Each vehicle must have a valid parking sticker displayed.

D.2) If a unit is rented the assigned parking spot will be reserved for the Tenant and an Owner may not store a vehicle on the premises.

D.3) Only one Owner stored vehicle per unit is permitted. This vehicle may be stored if left in the assigned parking space. If a vehicle is stored in your assigned parking space, the office must be given the contact information of the person responsible for moving the vehicle, if necessary.

D.4) In the event of an emergency or required general maintenance, stored vehicles will be towed at the Owner's expense.

E. Vehicles are not to be worked on, maintained or washed within the complex.

F. No unregistered, unlicensed, or inoperative vehicles are allowed in the complex.

G. No vehicles leaking fluids are allowed anywhere in the complex. Owners/Tenants will be billed for any repairs to damaged condominium property caused by leaking fluids.

H. No horizontal parking is allowed anywhere in the complex.

I. No backing in to parking areas.

J. No parking allowed on grass areas.

K. No wheel vehicles including but not limited to bicycles, roller skates or roller blades will be allowed on sidewalks, recreational areas, or common areas other than roadways. Wheel vehicles including but not limited to bicycles, roller skates, scooters or roller blades will not be used in a manner that would interfere with vehicular or pedestrian traffic in the condominium complex.

L. The maximum speed limit in Deep Creek Gardens is ten miles per hour as posted. All vehicle and pedestrian traffic being in/ and or operating upon the condominium property shall at all times comply with controlling governmental laws. All traffic shall obey all traffic signs whether same is placed by governmental authorities or the Association.

M. Bicycles will be parked only in facilities provided.

II. SOCIAL AND RECREATIONAL FACILITIES

A. Use of recreational facilities will be in such a manner as to respect the rights of other unit Owners/Tenants or their guests. Use of recreational facilities shall at all times be solely at the risk of the individual using the facility. If necessary, time limits for usage of the recreational facilities may be imposed.

B. The pool and other property amenities are for the sole use of Owners, Tenants, and Guests. Owner/Tenants are responsible for the actions of their guest.

C. <u>SWIMMING POOL</u>

C.1) The swimming pool area will only be used for the activity intended for.

C.2) The swimming pool and swimming pool area shall be used only during posted operating hours.

C.3) No pets allowed in the pool area.

C.4) Glass or ceramic containers are prohibited in the pool area.

C.5) Showers must be taken before entering the pool.

C.6) All persons are prohibited from tampering with or operating pool equipment except for bona fide maintenance personnel.

C.7) No lifeguard is provided. Swimmers swim at their own risk.

C.8) Children under the age of 15 must be accompanied by an adult.

C.9) Pool furniture and accessories must stay in the pool area at all times.

C.10) Persons with skin infection/disorders are not permitted in the pool.

C.11) Protect chaise lounges with a towel as perspiration and sunscreen will discolor and eventually destroy the plastic.

C.12) Running, diving, and jumping into the pool is not permitted, nor is excessive noise.

C.13) Abide by posted pool rules.

D. SHUFFLEBOARD

D.1) Rubber soled shoes must be worn.

D.2) Do not walk on playing surface.

D.3) No pets allowed in the shuffleboard area.

D.4) Shuffleboard equipment is available in the equipment cabinet by the shuffleboard courts. Return all equipment to the cabinet and lock the door and gate when activity is completed.

D.5) The shuffleboard court will be used during daylight hours only.

E. BOCCE COURT

E.1) No children under 15 allowed without adult supervision.

E.2) Bocce Court should be used exclusively for bocce ball games.

E.3) No pets allowed in the bocce court area.

E.4) Equipment is available in the equipment cabinet by the shuffleboard courts. Return all equipment to the cabinet and lock when activity is completed.

F. PICKLE BALL / TENNIS COURTS

F.1) Tennis shoes only to worn on courts.

F.2) Tennis courts are not to be used for any purpose other than Pickle Ball or Tennis.

F.3) Beverages, food, and pets are not permitted inside court enclosure.

F.4) Do not leave debris on court.

F.5) No children under the age of 15 are allowed on the court unless supervised by an adult.

F.6) Court is to be used only during the daylight hours.

G. No ball or Frisbee playing is allowed anywhere in the condominium complex.

H. No recreational activities other than bicycling, walking, or jogging are permitted outside of designated areas, i.e., pickle ball/tennis courts, shuffleboard court, bocce court, swimming pool area and clubhouse.

I. CLUBHOUSE – RECREATIONAL BUILDING

I.1) Requests for the use of the recreational building for special non-repetitive events shall be in writing, a minimum of five (5) days in advance to the manager to avoid conflicting use of the building. A $100.00 refundable damage deposit shall accompany the request for reservation. Following the event, the building's interior/exterior and patio area shall be inspected by the manager to insure that nothing is damaged and the entire area is as clean as it was before the event, including kitchen appliances. Event participants will adhere to the provisions set forth in paragraph III P of the Rules & Regulations. Only residents may avail themselves to the use of these facilities and are responsible for event participants.

K. BARBECUE GRILL

K.1) Barbecue grills are available for the use by all residents and are located in the Gazebo area of the Bocce Court and between buildings H & I.

K.2) Grills must be cleaned and covered after each use.

L. LAKES

L.1) No swimming, wading, or boating is allowed.

L.2) No feeding of water creatures, e.g., turtles, alligators, or birds, especially sea gulls.

L.3) Children are not permitted to play in lake areas to protect them against injury or drowning.

L.4) No fishing is allowed.

III. BEHAVIORAL CONDUCT

A. All units shall be used for residential purposes only.

B. No Owner/tenant may make or permit anything to be done by such persons that interfere with the rights, comfort, and convenience of other Owner/tenants.

C. No Owner/tenant may play or allow to be played, in a loud an obnoxious manner, any musical instrument, phonograph, VHS, disc, radio, TV anywhere in the Condominium Complex especially between the hours of 11:00 P.M. and 8:00 A.M. Motor vehicles should be driven at posted speeds and in such a way to not create objectionable noise. Horn blowing, except in emergencies, is not permitted.

D. Neither radio or TV antennas, satellite dishes or any wiring for any purpose may be installed on the exterior of the building.

E. No signs, pennants, advertisements, notices or other lettering shall be exhibited, inscribed, painted or affixed by any unit Owner/tenant on any part of the Condominium property visible from the exterior or common areas excluding bulletin boards. A small U.S. flag may be exhibited for an appropriate holiday.

F. No wash lines will be erected outside an Owner/tenant's unit. With regard to wash lines, "outside an Owner/tenant's unit shall include any porch or a balcony which is part of the unit. No unit Owner/tenant shall discard or permit any items to fall from windows or balconies.

G. All common areas inside and outside the buildings will be used for their intended purposes and no articles belonging to unit Owners/tenants shall be kept therein or thereon and such areas shall at all times be kept free of obstructions.

H. All refuse, waste, bottles, cans and garbage shall be contained in strong, securely fastened plastic bags and disposed of only in receptacles provided and approved by the Association. No trash/garbage shall be deposited on landings or at doorways. Nor shall it be placed on the ground in the rear, front, and sides of trash receptacles. If the dumpster is full, another less filled dumpster should be used.

I. Nothing shall be hung from the windows, balconies or placed upon the windowsills. All window coverings visible to the outside of the building must be white or off white in color. No debris of any kind shall be swept, thrown, or shaken into common areas from windows or doors.

J. No sheets or similar items will be used as window treatments.

K. No excess furniture, baggage, or garden equipment may be stored on lanais. Lanais are not intended to be a storage area.

L. The concrete floor surfaces of all units shall be covered with carpeting, vinyl, tile, or some other resilient floor covering to prevent the transmission of noise from one unit to another.

M. Unit Owner/tenants shall not drill through slabs for any reason, unless prior approval is obtained from the Board of Directors.

N. No radios shall be attached to cable TV outlets.

O. Unit Owners/tenants shall not paint or otherwise change the appearance of any exterior wall, door, window, patio, balcony or any other exterior surface, place any sunscreen blind or awning on any balcony or exterior opening, place any draperies or curtains at the windows of any unit without a solid, color liner, acceptable in color to the Board of Directors, which color shall be white or off white, facing the exterior of the unit, tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the Board of Directors of the Association: erect any exterior lights or attach any structures to fixtures within the common elements.

P. Outdoor cooking – No open flame-type cooking permitted, except on grills (provided by the Association) located at the gazebo area of the bocce court and between buildings H & I. The mess created by a cooking activity will be cleaned immediately after the activity. Trash created by such an event will be removed immediately.

Q. Behavior & Supervision of minors/children

Q1.) There are no designated play areas in Deep Creek Gardens Condominium complex to Accommodate children. A public play area is located one-half mile south on Sandhill Boulevard.

Q2.) The activities and behavior of all children, whether residents or visitors, when upon Condominium property shall be regulated by an adult including physical supervision. The Directors or their designated representatives, shall, at all times, have the authority to require that the Owner, tenant, or guest or other adult who is responsible for the particular child, remove him/her from any common area if the child's conduct is such that they believe it to be a nuisance, disturbing or an unsafe situation to the child. In no event shall children under the age of 15 years be permitted in the pool unaccompanied by an adult. Continue violations of the Rules & Regulations may result in the loss of privileges while evictions are pending.

IV. PETS

A. Only unit Owners may keep one pet. No tenants of the unit may keep any pets, animals, amphibians, reptiles, insects, etc. whatsoever. The unit Owners may keep one dog (weighing a maximum of 25 pounds) or one domestic cat or one caged bird. Such animals must be kept on a leash or caged at all times when outside the apartment. When the pet is walked, all fecal deposits must be removed immediately by the pet owner. If the Board of Directors shall determine that any pet has become a nuisance to other units, Owners/tenants, the pet shall be removed from premises.

V. LEASING LAND / RESALE OF UNITS

A. No Owner may sell, lease, give or dispose of a unit or any interest therein without the written approval of the Association and must comply with all requirements as set forth by the Association to accomplish this approval. Any transaction which is not authorized pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of Deep Creek Gardens Condominium Association, Inc. or the Rules & Regulations of the Deep Creek Gardens Condominium Association, Inc. shall be null & void.

A.1) For any unit rented/leased for any rental/lease renewal at Deep Creek Gardens Condominiums after March 15, 2007, Members/Owners and/or rental/lease agent must attach to the primary rental/lease addendum, signed by both the Member/Owner and the Renter, this form provided by Deep Creek Gardens Condominium by reference. Member/Owner may include in the primary lease any provisions they desire, provided such provisions do not contradict the Lease Addendum, Declaration, By-Laws, other governing documents of Deep Creek Gardens Condominium Association, Inc. or applicable law or public policy.

B. The lease of any unit must contain a statement to the effect that it incorporates by reference all of the condominium documents including but not limited to the Declaration of Condominium, the Articles of Incorporation of the Deep Creek Gardens Condominium Association, Inc., the Rules and Regulations of Deep Creek Gardens Condominium Association, Inc. In the event a tenant violates the Rules and Regulations of the Association relating to the normal use and occupancy of a common element or limited common element, then in such event the Association shall have the right to terminate and cancel the lease and to bring appropriate legal proceedings when necessary to complete eviction. The costs involved in an eviction action, including the cost of a reasonable attorney fee, shall be the obligation of the tenant, Owner, joint or severally.

C. **"Short Term Leasing"**: A short-term lease is defined as any lease that is from (30) days thru six (6) months. (Not less than thirty (30) days and not more than six (6) months) in a 365-day period not a calendar year. An example would be leasing a unit from November 2023 thru April 2024. The unit would not be allowed to be leased again until November of 2024.

D. Lease Approvals: All applications must be provided to the Association at least thirty (30) days before the proposed tenants may occupy the unit. The lease application must be accompanied by an application fee/background check of fifty dollars ($50.00) per person over the age of 18. Any renewals of leases will have the application fee waived up to 5 years from the original lease term. After 5 years a new background check will be required. The Association has the authority to approve all lease renewals and extensions.

E. Unit Occupants: Occupants that are family members or members of a Unit Owner's household that intend to occupy any unit for longer than 30 days must submit application to the Association at least thirty (30) days prior to their first occupancy. Family members or members of the Unit Owners household must also submit to a background check. Once a background check has been performed, the family member or member of the Unit Owners household may return to occupy the unit without having to resubmit an application. However, the Association must be notified of their intent to occupy the unit by the Unit Owner at least seven (7) days prior to their arrival. The Association has the authority to approve all occupant renewals or extensions.

VI. SOLICITATIONS

A. There shall be no door-to-door sales, distribution of advertising material or solicitation by any person anywhere in any building for any purpose whatsoever. No posted advertising is allowed in the condominium complex except for the bulletin board located outside the recreational building. Bulletin boards at the mailboxes are for official notices only.

B. Posting can be done on the office bulletin board with Board approval.

VII. SECURITY

A. The Association shall retain a passkey to the premises. No unit Owner/tenant shall alter any lock or install a new lock or knocker on any door without the written consent of the Board of Directors. In case such consent is given, the unit Owner/tenant shall provide the Association with a key for the use of the Association pursuant to its right of access to the premises. If not complied with, the Association will take whatever steps are necessary to obtain a duplicate key and the expense of such action will be borne by the unit Owner.

A1.) In the event you change the lock on your door, a key must be provided to the office.

A2.) In the event of a lock out, it is each Owner's responsibility to regain entry to the unit. Management will not provide a key for lockouts.

B. Automobile Identification Stickers and Placards

Each unit Owner/tenant in residence will be issued one numbered ID sticker. The sticker must be placed at the upper part of the driver's side rear side window. Guests who remain overnight or longer will be issued a temporary dated visitor parking pass upon application by the resident. The pass may be obtained from the office (X104) during business hours. In the event it becomes necessary to obtain a temporary guest privilege card at any other time contact a Board Member. Failure to display identity status could result in the vehicle being towed away. Expenses and cost shall be the obligation of the owner of the vehicle.

VIII. ENFORCEMENT OF RULES AND REGULATIONS

A. The Board of Directors has the power and duty to enforce by legal means the provisions of applicable laws, the condominium documents, Declaration of Condominium, the By-Laws of the Association, and the regulations for the use of the property within the condominium.

B. In the event a tenant violates the Rules and Regulations of the Association relating to the normal use and occupancy of the unit within the condominium or use the occupancy of a common element or limited common element, then in such event, the Association shall have the right to terminate and cancel the lease and to bring appropriate legal proceedings when necessary to complete eviction. The costs involved in an eviction action, including the cost of a reasonable attorney fee, shall be the obligation of the tenant and the Owner, jointly and severally.

IX. COMPLAINTS

A. Complaints of unit Owners/tenants shall be made in writing and delivered to the manager or any member of the Board.

X. AMENDMENTS

A. Deep Creek Gardens Condominium Association, Inc. shall have the right to amend these Rules and Regulations by a majority vote by the Board.

12/1/2023