



RULES AND REGULATIONS OF METROPOLITAN AT LAKE EOLA CONDOMINIUM ASSOCIATION, INC.

Pursuant to the authority vested in the Board of Directors of Metropolitan at Lake Eola Condominium Association, Inc. ("Association"), the following rules and regulations of Metropolitan at Lake Eola Condominium ("Condominium") have been adopted by the Board of Directors of the Association ("Board") to govern the use of the condominium property ("Condominium Property") as defined in the Declaration of Condominium of Metropolitan at Lake Eola (the "Declaration"). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Declaration.

Unit, Common Element, and Limited Common Elements Rules and Regulations

1. The rules and regulation hereinafter enumerated as to the Condominium property, the Common Elements, the Limited Common Elements, and the Condominium Units shall be deemed in effect until amended by the Board of Condominium Association and shall apply to and be binding upon all Unit Owners. The Unit Owner shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision.
2. The use of the Units shall be consistent with applicable state, federal and local laws and regulates, and the restrictions set forth in the Declaration, Articles, and Bylaws. Each of the Residential Units shall be occupied only as a residence by an owner and its guests, and for no other purpose.
3. Common Elements and Limited Common Elements shall not be obstructed , littered, defaced, or misused in any manner, and shall be kept free and clear of all rubbish, debris, and unsightly materials. Destruction or damage caused to a Common Element or to a Limited Common Element shall be the responsibility and at the expense of the responsible Owner.
4. Owners and occupants of Units shall exercise extreme care to minimize noises in the use of musical instruments, radios, television sets, amplifiers, etc., so as not to disturb other persons or parties occupying Units.
5. No towels, garments, rugs, etc., may be hung from the windows, balconies, or other portions of Units. Rugs may be cleaned within the Units and not in any other portion of the Condominium Property.
6. All garbage and trash shall be deposited in the disposal installations provided for such purposes. No flammable, noxious or combustible material may be disposed of in the common disposal area.



7. No Owner or occupant of a Unit shall install wiring for electrical or telephone installations, nor install machines or air conditioning units, etc., that may affect the exterior of a Unit in any shape or manner, except as authorized in writing by the Board.
8. Owners (other than Developer) shall not cause or permit anything to be placed on the outside walls, balconies, patios, or any portions of any of the buildings, or placed on windows that are visible from the outside of the building, and no sign (for rent, for sale, or otherwise), canopy, shutter, radio, or television antenna shall be fixed to, or placed upon, the exterior walls or roof of any part thereof of any Unit without the prior written consent of the Board and Developer. Notwithstanding the foregoing, any Unit Owner may display one portable, removable United States flag in a respectful way.
9. No noxious, offensive, lewd, illegal or indecent activity shall be carried on in any Unit or in the Common Elements or Limited Common Elements, nor shall anything be done therein, either willfully or negligently, that may be or may become an annoyance or nuisance to the other Unit Owners or occupants, or that may be injurious to the reputation of the Condominium or the Condominium Property.
10. Nothing shall be done in any Unit or in, on, or to the Common Elements or the Limited Common Elements that will impair the structural integrity of the buildings or that would structurally change the buildings, except with the prior written approval of the board.
11. Nothing shall be done or kept in any Unit or in the Common elements or Limited Common Elements that will increase the rate of insurance on the buildings or contents thereof without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements or Limited Common Elements that will result in the cancellation of insurance on the building or contents thereof, or that would be in violation of any law.
12. Unit Owners, Tenants and their Guests shall, at all times while on the Condominium Property, act in an orderly manner without creating disturbing noises or being a nuisance to the other Unit Owners. Unit Owners and Tenants are at all times responsible for the general conduct of their Guests and must accompany Guests using the pool or other recreational facilities. The cost of repair and/or replacement for damage to Common Elements, Limited Common Elements, or personal property caused by any Unit Owner, Tenant or their guests shall be strictly enforced against the Unit Owner who caused such damage or unit Owner whose Tenant, or Guest caused such damage.



13. No clotheslines or similar devices shall be allowed on any portion of the Condominium Property by any person, firm, or corporation without the written consent of the Board. No grilling or barbecuing is permitted on the Balconies or porches of Units. Balconies may be used only in the usual manner, except as hereinafter restricted, but in no event as an area for storage. Article of clothing, linens, towels, etc., may not be hung or draped from rails, window sills, or outdoor furniture. Articles such as but not limited to, bicycles, hanging flower pots, planters, seasonal decorations, etc. shall not be kept, placed or maintained on Unit Balconies. FEEDING BIRDS FROM BALCONIES IS PROIBITED. No material of any nature (water, sand, dirt, etc.,) may be pushed off the edge of any balcony. These materials must be swept into some type of container and removed. Only a damp mop, sponge, or similar tool may be used to clean a balcony floor of a Unit. No object may ever be thrown or otherwise allowed to fall from any balcony.

14. Parking shall be as provided in the Declaration, Article III. All motor vehicles shall be currently licensed and may not exceed clearance of six feet and zero inches (6'0"). No repair or maintenance of vehicle is to be done in the parking spaced or within the Common Elements or Limited Common Elements. No boats, boat trailers, all-terrain vehicles, school buses, recreational vehicles, or commercial trucks or shall be parked on the Condominium Property without prior written approval of the Condominium Association. This restriction does not apply to commercial trucks or vehicles parked temporarily on the Common Elements or Limited Common Elements by workmen or subcontractors. Motorists shall at all times drive carefully and in no event exceed the five (5) miles per hour speed limit. Any vehicle illegally or improperly parked may be towed in accordance with the state and local rules and regulations.
 - a. To insure parking of only authorized vehicles, decals or other identification may be issued to each Owner for his/her vehicle(s), or for the vehicle(s) of his or her guests or business invitees. If issued, such decals (or hanging passes) or other identification MUST be prominently displayed in order to avoid towing and/or fines.
 - b. All parking is restricted to paved parking areas. All vehicles MUST be parked in between painted lines.
 - c. Vehicles that, by virtue of their size, cannot be accommodated entirely within the painted parking lines for single spot are prohibited.



- d. Long term parking or storage is prohibited, except in any parking spaces specifically designated.
 - e. Junk vehicles or inoperable vehicles may not be driven, towed, parked, or stored anywhere on the Condominium Property.
15. ONLY Owners are allowed pets. Guests and tenants are specifically prohibited from bringing pets onto the Condominium Property. All dogs are now required to register using the DNA pet ID kit at a cost of \$50.00 per dog. Existing dogs are required to bring their dogs to Management for registration and DNA collection during normal business hours prior to 01 September 2017. The following restrictions apply to all pets on the Condominium Property.
- a. No pet may weigh more than twenty five (25) pounds, and no more than two (2) pets per Unit shall be permitted.
 - b. Pets MUST be kept on a leash at all times, and Owners are responsible to remove pet excrement from grounds and otherwise clean up after their pets, both outside and within the Condominium common areas and elevators.
 - c. Pets shall not be left unattended on any portions of Common Elements or Limited Common Elements of the Condominium Property.
 - d. The board may, from time to time, determine in its sole discretions, that certain breeds or individual animals are dangerous. No breeds or animals determined by the Board to be dangerous shall be allowed on the Property. Such dangerous breeds may include, without limitation, Rottweilers, Pit Bulls, and Doberman Pinschers.
 - e. Failure to register dogs annually by the deadlines will result in a \$100 fine.
 - f. Failure to clean up after a dog will be a \$100 fine plus \$100 to cover the cost of cleaning.
 - g. Fines will be charged to the Unit Owner and repeated incidents will lead to the revocation of pet privileges. Fines may be posted to the Owner's ledger up to \$1,000. All damages will be pursued for collection.
 - h. Pets are not allowed within the Main Lobby area at any time, including passing through. If observed, the Owner/Tenant will be subject to a \$100 fine.



16. Assessments that are unpaid for over ten (10) days after the due date shall include, in addition to interest (as provided for in the Declaration), the greater of five percent (5%) of each installment or Twenty-Five and no/100 Dollars (\$25.00) as a late charge. Failure to comply with these restrictions may result in removal of the pet(s) from the community.
17. All unit Owners are required to utilize such underlayment as the Board shall designate in any areas of a Unit where ceramic tile, marble, wood flooring, parquet or any other hard surfaces are to be used.
18. Proper attire must be worn in the Common Elements and Limited Common Elements at all times by Unit Owners and their Guests. No swim attire shall be permitted in the lobby area.
19. The temperature and humidity of each Unit shall be maintained by the Owner of such Unit at a level such as to reduce mold, mildew, and damage from humidity to the Unit and to avoid any complications from freezing.
20. The Unit Owner may only install white-lined draperies or white color blinds in the Unit. The Unit Owner shall be prohibited from obscuring glass in the Unit.
21. All ventless dryers and line voltage thermostats shall be installed by a licensed electrician.
22. No sign, nameplate, signal, advertisement, or illumination shall be inscribed or exposed on or at any window, door, balcony, or terrace of any Unit without the express prior written consent of the Board, except by Developer.
23. Elevators should be used for the purpose intended and should be kept free of trash.
24. The use, storage, or discharging of fireworks on Association property is prohibited.
25. Bicycles are permitted on the premises. Bicycle owners will be solely liable for their conduct, and for any personal injuries or property damages sustained as a result of their operation. Bicycles cannot be left unattended in the corridors and walkways or chained to outdoor railing. Bicycles, scooters, strollers, or other velocipedes or similar vehicles may not be stored on any balcony or in any Common Area, except in an area, if any, as has been designated by the Board.
26. Solicitation, whether verbal or by the distribution of forms or other papers or documents, is not permitted on Condominium Property.
27. Smoking is only permitted on private balconies and pool deck. Smoking is strictly prohibited within the Condominium Property in any enclosed area of the condominium. Cigarette butt must be disposed of in the appropriate waste receptacles to avoid a \$100 fine.



28. Except for the restrictions listed herein, there are no other restrictions with respect to pets and children.

29. Enforcement and Fines

The Board of Directors may, pursuant to Florida Statutes, Section 718.303(3) impose fines in such reasonable sums as they deem appropriate, not to exceed One Hundred and No/100 Dollars (\$100.00) per violation, One Thousand and No/100 Dollars (\$1000.00) in the aggregate, against Unit Owners for violations of the Declaration of Condominium, the Bylaws, or these Rules and Regulations, by owners or their guests or lessees. Each day of continuing violation shall be a separate violation. No fine shall be levied until the Owner(s) has been given an opportunity for a hearing. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The procedure of the hearing shall be, at a minimum, as follows:

- i. The Owner has (15) days from the date of the infraction to request a hearing.
- ii. The Owner has up to (60) days from the date of the infraction to attend the requested hearing.
- iii. Not requesting a hearing or failing to attend a requested hearing will place the infraction into the unit records and the amount of the fine shall be posted on the Units ledger. This fine will compound late fees and collection charges if not paid in a timely manner.
- iv. After requesting a hearing the owner or their Tenant finds that they are unable to attend their first requested Committee meeting Date, they must inform the Community Association Manager within (5) business days of the Committee meeting date and they may request to attend the next meeting date in an email or writing to the Compliance Committee through the Community Manager.
- v. Failure to notify non-attendance as set forth above shall be grounds for an additional \$50.00 fine.
- vi. There are no extensions after (60) days of the infraction to request or attend a hearing.

a. Opportunity for Hearing

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

- 1) A statement of the date, time, and place of the hearing.
- 2) A statement of the provisions of the Declaration, Association Bylaws, or Association rules that have allegedly been violated; and,
- 3) A short and plain statement of the matters asserted by the Association.



b. Opportunity to Respond

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

c. Compliance Committee Hearings

- 1) The Owner is responsible for any and all infractions. Owner participation and attendance to hearings is recommended although not mandatory. The Owner may elect to have their Tenant attend their hearing on their behalf.
- 2) The violation shall be presented to the Compliance Committee, at which time the Owner or Tenant shall provide a justification as to why a fine should not be levied against the unit.
- 3) The Owner or Tenant may be represented by counsel and may cross-examine witnesses.
- 4) A written decision of the Compliance Committee shall be submitted to the Owner no later than (21) days after the Compliance Committee hearing.
- 5) If the majority of the Compliance Committee does not agree with the fine, then the fine will not be levied.
- 6) If the Compliance Committee agrees with the fine, then the fine shall be posted to the Units ledger and the Unit Owner shall pay the fine within (30) days after the written decision of the Compliance Committee is mailed to the Unit Owner. Late fees and Collection Charges will be applied for fines that are not paid within thirty (30) days after the written decision of the Compliance Committee.

d. Compliance with Documents

All Unit Owners and every Guests of a Unit Owner (including any tenants) shall comply with all the terms, conditions, covenants, restrictions, and limitations contained in the Declaration of Condominium, the Articles of Incorporation, the Bylaws, and these Rules & Regulations as set forth herein.

e. Rule Changes

The Board reserves the right to change to revoke existing rules and regulation and to make such additional rules and regulation from time to time as, in its opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the Condominium Property, and to assure the comfort and convenience of Unit Owners; prohibited, the same shall be subject to the restrictions on such changes, amendments, or modifications set forth in the Declaration, the Articles, and the Bylaws.



f. Location for Posting Notices

All notices of Unit Owners meetings and meeting of the Board shall be posted on an area of the Condominium Property designated by the Board from time to time as the location for posting of such notices.

g. Tenant Lease Requirements

Any and all residents in the unit shall have a criminal background check. All new leases or lease renewals are required to have a background check. Leases by applicants with the following criminal status will be considered out of compliance by the Association and denied:

- 1) Any sexual offense — misdemeanors, felonies, and to include and any form of adjudication withheld/Nolle prose/adjudication deferred.
- 2) Any misdemeanor involving assault or battery, firearms, or drugs, and to include and any form of adjudication withheld/Nolle prose/adjudication deferred.
- 3) Any felony, and to include and any form of adjudication withheld/Nolle Prose/adjudication deferred.
- 4) All individuals over the age of 18 are subject to a \$100 processing fee. The only exception is married couples who will be processed together.
- 5) All leasing information but not limited to the signed lease, background application, lease addendums, processing fee, and updated leasing / Hardship Permit must be submitted a minimum of 7 days prior to the move in date. If immediate move in is needed the owner has the option to expedite the move in process be paying an addition \$250.
- 6) Unit cards, building access cards and garage remotes must be given by the unit owner and will not be supplied by the Association.
An owner can purchase new cards for their tenants if new cards or remotes are needed.

30. Freight Elevator Rental Rules

The Board of Directors of the Association deems it necessary to adopt rules governing use of the freight elevator when residents are moving into and out of the Condominium building.

- a. A resident may reserve the use of the Freight Elevator to assist with moving into or out of the Condominium building.
- b. There shall be a \$250.00 non-refundable rental fee which is due at the time the reservation is requested. Elevator time will not be reserved without payment. Reservations may be made for 4 hours on a first come basis, and must be made at least one (1) week prior to the resident's move in or move out date.



- c. There shall be an additional \$200.00 refundable deposit which is due at the time the reservation is requested which will be refunded following inspection from the management company or its authorized agent. The inspection is a check for damages to the elevator. Common Element hallways, elevator and loading docks. In the event any cleaning or repairs/replacements are necessary, the deposit will be used to cover the appropriate charge(s). If, for any reason, the charge(s) exceed the deposit, the resident will be responsible for the difference.
- d. At least two (2) days prior to the reservation, the resident is required to supply the management company with a Certificate of Insurance for General Liability and Property Damage from his or her mover or delivery company naming Metropolitan at Lake Eola Condominium Association, Inc. an “additional insured”. If no company is being used, the resident will need to contact their insurance carrier and have them supply the management company with a Certificate of Insurance. Certificates of Insurance can be emailed to the management company.
- e. On the day of the reservation, the resident must contact the management company to arrange to meet on site. The management company or its authorized agent will provide the resident with direction and ensure the elevator is reserved and that protective pads are installed in the elevator.
- f. Common Element carpeting shall be covered to avoid carpet bums from damage caused by moving cart wheels.
- g. Once the move is completed, all moving material debris shall be disposed of properly and promptly. No packing/moving debris shall be left in the elevators, garages, hallways or Common Elements. All debris must be removed immediately by the resident or moving/delivery company. Bulky items must be disposed of off property at the nearest refuse center or by a disposal service. Violators may be subject to a fine.
- h. Fire routes and/or access areas must be clear of all vehicles and moving trucks.
- i. If the resident does not complete his or her move or delivery in the time reserved, the resident will be charged a fee of \$100.00 per hour plus any expenses associated with additional personnel as well as all costs that are associated with another move or delivery that may have been delayed.
- j. A resident desiring to reserve the freight elevator must complete and sign the Elevator Reservation Form.