

# Mandalay at Bella Trae Regulations

December, 2018

This is a list of key Mandalay Association regulations contained in the Association's Declaration of Covenants, Conditions and Restrictions (CC&R) recorded with the county and available from the association manager. The list contains clarifying regulations adopted by the Board of Directors. The numbers at the end of each regulation refer to the citation in the Declaration, as applicable.

1. Owners/tenants do not own the outside of their unit or any portion of the grounds. Therefore, no addition, alteration or improvement in the Common Elements (grounds) or Limited Common Elements (walkways, driveway, entranceway, lanai) shall be made without the prior written consent of the Board of Directors. **(7.3)**
2. No Unit owner may make any addition, alteration or improvement to the Unit, including, but not limited to, the installation of a hot tub or sauna, the alteration or relocation of kitchen/bath/laundry plumbing or fixtures, the alteration of walls, ceilings, windows, or second level sub-floor, or any other structural change, without the prior written consent of the Board of Directors. No trash from remodeling projects may be deposited in the Mandalay dumpsters by the owner or the contractor(s); violation of this rule shall result in a charge against the owner for the cost of a non-scheduled pickup of the dumpster trash bin at the current rate charged to the Association for such service. Damage to the common elements from contractors shall be fixed and the costs shall be charged to the owner. **(7.3; 7.6)**
3. Each unit shall be used only for the purpose of a single-family residence and for no other purpose whatsoever except such uses as provided by the Declaration. Each unit occupant shall maintain the unit in a clean and sanitary manner. No unit may be divided or subdivided into a smaller unit. **(12.1)**
4. Satellite dishes and antennas are allowed inside the lanais only. **(7.3)**
5. No unit may be used for commercial purposes, wholesale or retail sales, daycare operations, or similar activities. **(12.1)**
6. Sound and noise from electronic devices, musical instruments or social gatherings are deemed a nuisance between the hours of 11 p.m. and the following 8 a.m., if audible beyond the confines of the unit involved. Occupants shall not use their units in a manner that is disturbing to other occupants. **(12.3)**
7. All personal property, including but not limited to bicycles, wagons and toys, must be stored within the units at all times. Portable basketball hoops, hockey nets, and similar portable recreational equipment are deemed to be nuisances and are prohibited on Mandalay common areas and limited common areas. **(12.3)**
8. No unit may be leased without prior permission of the Board of Directors; an application must be submitted to the Association's management office not later than 30 days prior to commencement of the lease. No unit may be leased for less than 7 months nor more than 12 months, and no more than twice in any calendar year. **(12.5)**
9. No signs shall be displayed from a unit, on the property, or from any vehicle on the property with the exception of a small sign from a security company. **(12.6)**

10. All drapes and windows must show a white or off-white color to the outside. No window treatment shall be placed or installed on the inside or the outside of any unit without prior written consent of the Board of Directors. No screen doors or lanai screening may be replaced or altered by the unit owner without approval of the board of directors. The screened area may not be replaced with glass or “Florida screen” or other material without written approval of the Board. **(12.11)**
11. Portable gas grills, electric grills, charcoal grills, or similar portable devices used for cooking are only permitted under the following conditions: 1) Must be operated on limited common element driveways on a temporary basis not to exceed four (4) hours; 2) must be stored when not in use within a closed garage; 3) must be operated and stored in accordance with all applicable government codes and regulations. Florida Fire Code stipulates that these devices must be used at least 10 feet (3 m) from any structure or building, and that no LP containers larger than 2.7 pounds (1.2 kg) may be stored in a unit including the garage, with aggregate storage not to exceed 5.4 lb (2.4 kg). No flammable, explosive or dangerous chemicals or fluid materials except for normal household use may be kept in any unit. **(12.13)**
12. All storage must be inside a unit. Common elements and limited common elements may not be used for storage purposes. Combustible items may not be stored in a unit. **(12.14)**
13. A maximum of two pets per unit (50 lbs maximum at full maturity) is allowed. Pets are limited to dogs, cats or birds. All pets must be leashed at all times when outside the unit and may not be tied up to any condominium structure. All solid waste from pets must be bagged and disposed of properly. Violation of these pet rules shall entitle the Association to fine unit owners and/or require any pet to be permanently removed from the condominium property. **(12.16)**
14. Garage doors must remain in the down position at all times except during entrance/exit. Garages must be kept free and clear of debris and shall at all times be capable of storing at least two (2) vehicles. **(12.19)**
15. No resale (conveyance) of a unit is valid unless a certificate is issued by the Association stating that all assessments levied against such unit have been paid in full. New owners must deliver a copy of the deed to the unit to the Association before occupying the unit. **(12.21.1)**
16. Mailbox keys must be obtained from the Association’s management company. Unit owners shall be responsible to pay the full cost for key replacement, and no mark-up charge in excess of \$5 shall be assessed by the management company. **(8.7)**
17. In the event that an owner who is leasing the unit is more than 60 days delinquent on payment of Association fees, the community manager may request that the renter make direct payment of the monthly lease amount to the association, with any balance not owed to the Mandalay or Master Associations remitted by the manager to the owner [“rent intercept” is permitted by **Florida statute 720.3085(8)**].
18. Hoses are permitted only when fully contained in an earth-tone container designed specifically for that purpose. Hose reels and other hose storage devices are prohibited. [Board policy 2/16/12]
19. Swimming, boating, fishing and feeding wildlife in the ponds is prohibited.

20. No laundry, clothing or other material shall be displayed on the lanai or within the unit in a manner to be visible from the outside. No spas or hot tubs are permitted on the lanai.

21. No owner or occupant may direct, supervise or attempt to assert control over any employees of the Association or management company, nor attempt to enlist their assistance on any private business.

22. **PARKING REGULATIONS** [6.2; 12.1; 12.7; 12.19] [Policy Amended 10/20/16]

- a. All vehicles must be parked only in areas designed for such purpose (designated common area parking spaces, driveways, and garages) and in full conformity with all applicable laws and Association regulations. At no time shall lawns, yards, open green space, general turf areas, etc. be used for parking, storage or other recurring use to support vehicles of any type. Enforcement of this provision shall be as provided for under the Enforcement & Towing section below.
- b. Vehicles parked in Guest Parking spaces must display a Visitor Parking pass if parked for longer than two hours. Guest Parking spaces are only available for use by visitors or temporary parking of residents. Residents are not allowed to park in Guest Parking for a period exceeding two (2) hours, and may do so only under unusual and non-periodic circumstances such as moving furniture in/out of the unit or cleaning the garage. Guest Parking spaces consist of all parking areas in common areas with the exception of areas designated as off-limits by action of the Board of Directors. Guest parking is permitted in driveways or garages with the permission of the resident. Guests of owners and residents of units that are more than ninety (90) days delinquent in the payment of the Association's fee assessments are not permitted to park in common area Guest Parking spaces.
- c. No garage may be altered in such a way as to provide additional living space and/or preclude the parking of two vehicles. This regulation shall be understood to require sufficient space for the resident's passenger car or truck and enough additional space for a motorcycle or golf cart.
- d. Street parking shall only be permitted for vendors delivering to or servicing units on a temporary basis. Vendors must display the applicable one-day visitor pass.
- e. Vehicles must be parked so as to not obstruct other parking spaces, sidewalks, or ingress and egress areas, or impede mail delivery or pickup. Emergency vehicles must have space to navigate the roadways.
- f. No portion of the property, Units, Common or Limited Common Elements may be used for the repair of motor vehicles or the storage of inoperable motor vehicles or vehicle parts.
- g. No commercial trucks or vans or other commercial vehicles may be parked on Condominium Property except with the written consent of the Board of Directors. A commercial vehicle is one with lettering or display on it or is used in a trade or business.
- h. No campers, recreation vehicles, boats or boat trailers may be parked on the Condominium Property.
- i. Any vehicle not capable of being parked in the Unit Owner's garage is prohibited. No vehicle is permitted to park on Mandalay property that exceeds 18 feet 5 inches in length or 6 feet nine inches in height, unless approved by the Board of Directors. This size limit includes all attachments to the vehicle such as a towing hitch.

- j. No dilapidated, rundown, wrecked or non-functional vehicles are permitted on the Common or Limited Common Elements.
- k. Two parking spaces directly in front of the mail kiosk on Riverdale Lane shall be reserved for mail pickup by residents. No parking will be permitted in those spaces at any time.
- l. No vehicle may be parked continuously in one space for more than one week without the prior written approval of the Board of Directors.
- m. Garage doors must remain in the down position at all times, unless entering or exiting the garage.
- n. Any vehicle with a fluid leak must be repaired immediately or be removed from Mandalay property. Owners may be charged for the cost of cleanup of Common or Limited Common elements damaged by vehicle leaks.

**PARKING ENFORCEMENT AND TOWING**

- o. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained in this Policy or the Declaration may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Unit irrevocably grants the Association and its designated towing service the right to enter the Limited Common Element driveway and tow vehicles in violation of this Policy, Regulations, and the Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, “vehicle” shall also mean campers, mobile homes, trailers, etc.
- p. The Board of Directors or the Community Manager shall be responsible for the towing of vehicles. Vehicles determined to be in violation of this Policy and Regulations shall be subject to the “48-hour notice to tow”, beginning with posting a “24-hour friendly reminder notice” and then a “24-hour towing notice” on the vehicle (with the exception of 3.3 below). Notices shall contain the following information:
  - i. Make, model and year (if known), and color of the vehicle
  - ii. License number of the vehicle, the state licensed to and expiration date
  - iii. Date vehicle will be towed
  - iv. Date and time of citation
  - v. Tow company’s name and phone number
- q. For the safety of all residents, the following vehicles in violation will be towed without notice:
  - i. Any vehicle parked in a Fire Lane
  - ii. Any vehicle parked in a “No Parking” area
  - iii. Any vehicle parked in a way to limit ingress and egress
  - iv. Any vehicle double-parked
  - v. Any vehicle parked blocking mailbox access as to impede delivery or pickup
  - vi. Any vehicle parked on turf or walking trails
  - vii. Any vehicle parked in a handicap space without proper handicap permit
  - viii. Any vehicle parked in a manner that blocks handicap ramps

- ix. Any vehicle with repeat violations within preceding 14-day period
- r. Any resident who finds an unauthorized vehicle in his/her driveway may initiate immediate towing of the unauthorized vehicle; however, residents are strongly encouraged to resolve problems with the owner of the offending vehicle, if possible, prior to towing of the same. Resident should contact the Community Manager to commence the towing process.

ASSOCIATION LIABILITIES REGARDING PARKING

Nothing in this Parking Policy shall be construed to hold the Board of Directors, Committee Members, Management Company, Community Manager, or other staff responsible for damage to vehicles or loss of property from vehicles which are parked in the Mandalay community.

23. DECORATIONS [12.8] [Policy Adopted 6/16/11]

- a. No decorations are permitted in the commons areas.
- b. No decorations may be attached to the structure of the unit.
- c. The unit owner or resident assumes responsibility for all liability to persons, and risk, loss or damage to the structure or decorations.

Specific Permissions

One doormat shall be permitted at the front entrance to a unit, without board approval. Any other decorative items placed on limited commons areas must first be approved by the board after a written description of the object is presented to the board for review. The board may request further information such as size, color, placement location, or a photograph prior to making its determination. The board's approval may be rescinded at any time, for any reason, including but not limited to: 1) deterioration in appearance of the decorative item; 2) a written complaint about the item; 3) determination that the item does not sustain the high-quality appearance of the neighborhood.

Holiday Decorations

Exterior holiday decorations are permitted with the following restrictions:

- Year-end holiday decorations may be placed not earlier than the day after Thanksgiving and must be removed not later than January 7, in any year.
- Halloween decorations may be placed not earlier than October 24 and must be removed not later than November 2, in any year.
- Wreaths are permissible on the front door, provided they are hung from the door (not attached).
- Lights may be strung on trees or bushes in front of the unit, but not farther than 15 feet from the building. No lights may be affixed to the building.
- Paper holiday door covers are permissible.
- Portable, removable flags of the United States or the Armed Forces may be displayed, provided the flag is not larger than 4 ½ by 6 feet.

**ALL RESTRICTIONS, LIMITATIONS AND OBLIGATIONS OF OCCUPANTS PROVIDED IN THE DECLARATION OF CONDOMINIUM AND BYLAWS ARE INCORPORATED INTO THESE RULES AND REGULATIONS BY REFERENCE. ANY EXCEPTIONS TO THESE REGULATIONS MUST BE APPROVED BY THE BOARD OF DIRECTORS.**