

**LOVELAND COURTYARDS, A CONDOMINIUM  
RULES AND REGULATIONS**

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# **LOVELAND COURTYARDS, A CONDOMINIUM**

## **RULES AND REGULATIONS**

### **1. AUTHORITY**

#### **1.1 All Unit Owners**

All unit owners in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles of Incorporation and the Bylaws of the Association and the Condominium Act shall be subject to and agree to abide by the following restrictive covenants, which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees.

#### **1.2 These Rules and Regulations will be Reviewed**

These Rules and Regulations will be reviewed periodically by the Board of LOVELAND COURTYARDS CONDOMINIUM ASSOCIATION, INC., and amended as necessary to better serve the membership.

### **2. ENFORCEMENT**

#### **2.1 Complaints should be reported, in writing**

Complaints should be reported, in writing, to the Board or to an officer of the Association.

#### **2.2 Minor infractions**

Minor infractions will be called to the attention of the person or persons involved by an officer of the Association. Repeated infractions and violations of a more serious nature will be referred to the Board for action in accordance with the enforcement, fine and arbitration provisions of the Declaration of Condominium.

### **3. SINGLE-FAMILY RESIDENCE/CHILDREN**

#### **3.1 No unit shall be used for**

No unit shall be used for any purpose other than a single-family residence or dwelling.

#### **3.2 There are no restrictions**

There are no restrictions with regard to children in residency, except children will conduct themselves in accordance with the rules and regulations under parental or guardian supervision.

#### **3.3 Any child under the age of fourteen (14)**

Any child under the age of fourteen (14) years must be accompanied by an adult (a person eighteen (18) years or older) while at the pool (refer to Section 15.5).

### **4. BICYCLES**

#### **4.1 Bicycles and other similar vehicles**

Bicycles and other similar vehicles may be operated on the premises, but must be kept within the unit owner's lanai or in bike racks in the complex. Bikes stored in racks must be affixed with a label giving the unit number to which they belong.

## **5. DESTRUCTION OF PROPERTY**

### **5.1 Owners will be responsible**

Owners will be responsible for destruction, damage, or defacement of buildings, facilities, and equipment caused through their own act(s) and/or the acts of their lessees or guests.

### **5.2 Unit owners, their families...**

Unit owners, their families, guests, invitees or lessees shall be liable to the Association for defacing, marring or otherwise causing damage to the common elements or limited common elements where the repair of said damage is the obligation of the Association.

## **6. SIGNS**

### **6.1 No unit owner shall cause any signs**

No unit owner shall cause any signs of any nature whatsoever to be posted or affixed to any of the common elements, limited common elements or in his respective unit, if such sign may be seen from any portion of the common elements; except for name plates which shall be uniform in size and design and approved by the Board of Directors.

## **7. SAFETY**

### **7.1 No one shall permit any activity**

No one shall permit any activity or keep anything in a condominium unit, storage area or the common elements which would be a fire or health hazard or in any way tend to increase insurance rates. This section has particular reference to barbequing outdoors.

## **8. EXTERIOR APPEARANCE**

To maintain a uniform and pleasing appearance of the exterior of the buildings, the following shall apply:

### **8.1 No owner, tenant, or other occupant**

No owner, tenant, or other occupant of a condominium unit may paint or otherwise change the appearance of any exterior wall, door, window, balcony, or any exterior surface.

### **8.2 No occupant may place any sunscreen, blind...**

No occupant may place any sunscreen, blind, storm shutter or awning on any balcony or exterior opening without first securing written approval of the Board prior to installation. No occupant may erect any exterior lights or signs; place any signs or symbols in windows; erect or attach any structures or fixtures within the common elements. Solar lights installed in garden area are allowed.

### **8.3 Occupants are not to erect, construct or maintain**

Occupants are not to erect, construct or maintain any wire devices, antennas or other equipment or structures on the exterior of the buildings or on or in any of the common elements, except with the written consent of the Board of the Association.

### **8.4 No clothing, bedding or other similar items**

No clothing, bedding or other similar items, shall be dried or aired in any outdoor area or within the unit or any limited common element if same can be seen from the common elements.

### **8.5 No draperies, shades, awnings, or the like**

No draperies, shades, awnings, or the like shall be used except as shall have been installed or approved by the governing board and no signs of any kind shall be placed in or on windows, doors, terraces, facades, or other exterior surfaces of the buildings. **All draperies visible from the exterior of the building shall be of white or off-white color or shall have white or off-white linings.**

## **9. INTERIOR APPEARANCE**

### **9.1 All unit owners shall keep and maintain the interior**

All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owner's unit, whether inside or outside owner's unit and shall promptly pay for all utilities which are separately metered to the unit. The courtyards shall be kept in a clean and sightly manner by the unit owners having the right of exclusive use thereof.

### **9.2 No occupant may make any structural additions**

No occupant may make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or to the common elements, or any of the foregoing without prior written consent of the Board.

## **10. SOLICITATION**

### **10.1 There shall be no solicitation**

There shall be no solicitation by any person anywhere in the buildings or the common elements for any cause whatsoever unless invited by the unit owner to be solicited, or specifically authorized by the Board.

## **11. NOISE**

### **11.1 All occupants of units shall exercise extreme care**

All occupants of units shall exercise extreme care about making noises or the use of musical instruments, radios, televisions and amplifiers that may tend to disturb other occupants. Designated `quiet` hours are 11:00 p.m. to 9:00 a.m.



## **12. PETS**

### **12.1 Unit owners shall be permitted to keep domestic animals**

Unit owners shall be permitted to keep one (1) domestic animals only if such animals does not disturb or annoy other unit owners and weigh less than 30 pounds. Unit owners keeping domestic animals shall abide by municipal sanitary regulations and shall be responsible for any inconvenience or damage caused by such animals. All dogs and cats shall be kept on leashes when not confined to the owner's unit and will be walked only in areas designated from time to time by the Directors for such purposes. Unit owners having more than one (1) domestic animal weighing less than 30 pounds at the time of the adoption of this rule may retain such excess animals until their death or disposition, but may not replace such excess animals. Service animals do not count as pets.

### **12.2 If, in the sole judgment of the Board**

If, in the sole judgment of the Board, it is determined that a pet is causing excessive disturbance and annoyance to other occupants, the Board may require the owner to dispose of the pet.

### **12.3 Lessees or guests of owners will not be permitted**

Lessees or guests of owners will not be permitted to bring pets onto the premises.

### **12.4 Pets will not be allowed in the swimming pool area**

Pets will not be allowed in the swimming pool area.

## **13. LEASING/RENTING**

### **13.1 Unit owners may not rent or lease their unit for less than (Amended)**

Unit owners may not rent or lease their unit for less than one (1) month to any one tenant, nor rent or lease their unit to more than four (4) adult occupants during any rental period.

### **13.2 All lease agreements must be specifically made subject (Amended)**

All lease agreements and rentals are subject to approval of the Board of the Association pursuant to the provisions of the Declaration of Condominium. The Board may adopt such transfer and approval forms and questionnaire as it deems appropriate and may employ a screening service to screen applicants. Transfer fees in connection with a proposed sale, lease or other transfer shall be paid to the Association in the amount of \$100.00 for each such transfer, subject to the restrictions set forth in Florida Statutes Section 718.112(2)(i). Should the Association incur costs exceeding \$100.00 associated with a proposed sale, lease or other transfer; the Association will also be reimbursed for those costs by the unit owner.

### **13.3 All lease agreements must be specifically (Amended)**

All lease agreements must be specifically made subject to the Condominium Documents.

### **13.4 Copies of all rent and lease agreements**

Copies of all rent and lease agreements **must be made available to the Board for its records prior to occupancy** by the tenant(s).

## **14. OCCUPANCY**

### **14.1 No owner, lessee, or other occupant of a condominium unit**

No owner, lessee, or other occupant of a condominium unit shall use the unit for other than single-family residence purposes, except for model apartments maintained by the Developer in accordance with the Declaration of Condominium.

## **15. SWIMMING POOL**

### **15.1 Owners, their families, lessees, and guests using the swimming pool**

Owners, their families, lessees, and guests using the swimming pool do so at their own risk. The swimming pool is for the occasional use of guests; abuses subject to action by the Board. Refer to Section 19.1 for additional restrictions on guests.

### **15.2 Persons using the swimming pool**

Persons using the swimming pool are requested to read and obey the posted rules for use of the swimming pool and deck area.

### **15.3 Glass containers**

Glass containers are prohibited in the swimming pool area.

### **15.4 No pets of any kind are permitted in the swimming pool**

No pets of any kind are permitted in the swimming pool or pool area. Owners will be held responsible for any damages or repairs necessary.

### **15.5 Any child under the age of fourteen (14) years**

Any child under the age of fourteen (14) years must be accompanied by an adult (a person eighteen (18) years or older) while at the pool.

## **16. GARBAGE/REFUSE/RECYCLING**

### **16.1 All garbage and refuse from the units**

All garbage and refuse from the units shall be deposited with care in garbage containers intended for such purpose.

### **16.2 Recycling**

Those materials designated by the waste management company as recyclable shall be placed in the recyclable containers provided. If a unit owner disposes of recyclable materials in the garbage, the Association has the right to recover any costs levied by the waste management company or to impose fines.

### **16.3 Any owner or occupant who places for pickup**

Any owner or occupant who places for pickup and collection bulky items such as discarded household furniture and appliances will be charged an appropriate collection fee by the Association, which shall not exceed the actual cost incurred for such pickup and collection by the Association. The owner or occupant shall

notify the office so that the office can arrange for pickup of these discarded items which are to be left near the waste container.

## **17. VISITORS**

### **17.1 The unit owners, their guests and invitees**

The unit owners, their guests and invitees agree to use the common elements only in accordance with such reasonable rules and regulations as are promulgated from time to time by the Directors of the Association for the use of thereof.

## **18. ACCESS**

### **18.1 The Association will retain a passkey**

The Association will retain a passkey to the premises. No unit owner shall alter any lock or install a new lock or a knocker on any door without the written consent of the Board. In the event such consent is given, the unit owner shall provide the Association with a key for the use of the Association pursuant to its **statutory** right to access to the premises.

## **19. FACILITIES/GENERAL**

### **19.1 The facilities of the condominium are for the exclusive use**

The facilities of the condominium are for the exclusive use of members of the Association, lessees, their houseguests, and guests accompanied by a member or lessee. No guest or relative of a member or lessee may use the facilities unless in actual residence or accompanied by a member or lessee.

### **19.2 These rules and regulations shall apply**

These rules and regulations shall apply equally to owners, their families, guests and lessees.

### **19.3 Operation of Unmanned Air Systems or Drones**

The operation of Unmanned Air Systems (UAS) or drones within the facility by hobbyist is prohibited for resident safety and privacy, noise pollution, and damage to resident/common property. Commercial use of UAS or drones (including special delivery, inspections, real-estate, agriculture, security, land surveying, insurance claims, etc.) requires approval by the Board of Directors.

## **20. PENALTIES AND FINES**

Pursuant to Section 4 of the Bylaws, the Association shall have, through its Board of Directors, the right to assess fines and penalties for the violation of these Rules and Regulations.

## **21. FOOD AND BEVERAGES**

### **21.1 Food and beverages may be consumed**

Food and beverages may be consumed in the common elements at the personal discretion of the owners.

### **21.2 Owners are responsible for leaving the common elements**

Owners are responsible for leaving the common elements used in a clean condition. Frequent violators may have this privilege revoked by the Board.

### **21.3 Outdoor cooking is restricted**

Outdoor cooking is restricted to the courtyards of the units and any other areas designated for that purpose and located on the common elements.

### **21.4 No glass containers**

No glass containers may be used in the common elements.

## **22. VEHICLE & PARKING**

### **22.1 No trucks or commercial vehicles**

No trucks or commercial vehicles (except during the period of approved construction), campers, mobile homes, motor homes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on the common elements; with the exception of trucks which are only used for personal transportation, provided said trucks are not distasteful in appearance and the owner/user has written consent of the Board of Directors. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pickup, delivery and other commercial services. Automobiles shall be parked only on the parking spaces established for such purposes. Two parking spaces are allocated per unit. Inoperable vehicles are not permitted to be stored or parked on the common elements. All vehicles must have a licence plate to allow for owner identification. Any vehicle with an expired license plate needs board approval to be stored in the common element in an assigned parking spot. However, no vehicle can be stored unregistered in the common element for more than nine (9) months. If the vehicle is not removed within seventy-two hours of notice to owner, said vehicle will be removed at the owner's expense. Motorcycles (including mopeds and motorbikes) shall not be permitted on the condominium property. The repair, maintenance, oil changing and servicing of vehicles is not permitted on the condominium property with the exception of the emergency changing of flat tires, batteries, or checking of fluids.

Any vehicle being left unused for more than one (1) month while the owner is not residing in the complex shall turn in a key to the office in order to be able to move the vehicle to perform parking lot maintenance. The key can be picked up from the office when the vehicle owner returns to the complex.

## **22.2 Guest Spaces**

Guest spaces are for the use of guests and no owner or lessee shall park for more than two weeks in a guest spot without permission from the board. If an offending vehicle is not removed within seventy-two hours of notice to owner, said vehicle will be removed at the owner's expense.

## **22.3 Vehicle Speed Limits**

Owners, lessees, and guests must obey posted vehicle speed limits throughout the complex. Fines may be imposed on owners and lessees for violations.

# **23. GUEST WIRELESS ACCESS**

## **23.1 Acceptable Use Policy**

This Policy is a guide to the acceptable use of the Loveland Courtyards Guest Wireless Network service.

Any individual connected to the Guest Wireless Network in order to use it directly or to connect to any other network(s), must comply with this policy, the stated purposes and Acceptable Use policies of any other network(s) or host(s) used, and all applicable laws, rules, and regulations.

Loveland Courtyards makes no representations or warranties concerning the availability or security of the Guest Wireless Network, and all use is provided on an as-is basis.

Loveland Courtyards takes no responsibility and assumes no liability for any content uploaded, shared, transmitted, or downloaded by owners, guests, or any third party, or for anything encountered or any data that may be lost or compromised while connected to the Guest Wireless Network.

Loveland Courtyards reserves the right to disconnect any user at any time and for any reason. The Guest Wireless Network is provided as a courtesy to allow owners and guests access to the internet.

Inappropriate use of the Guest Wireless Network is not permitted. This policy does not enumerate all possible inappropriate uses but rather presents some guidelines (listed below) that Loveland Courtyards may at any time use to make a determination that a particular use is inappropriate:

- Users must respect the privacy and intellectual property rights of others.
- Users must respect the integrity of our network and any other public or private computing and network systems.
- Use of the Guest Wireless Network for malicious, fraudulent, or misrepresentative purposes is prohibited.
- The Guest Wireless Network may not be used in a manner that precludes or hampers other users access to the Guest Wireless Network or any other networks.
- Nothing may be installed or used that modifies, disrupts, or interferes in any way with service for any user, host, or network.

Contact the office if you experience difficulty logging in or need the password.

## **24. BOARD OF DIRECTOR RULES & REGULATIONS**

The following applies to unit owners serving on the board of directors or any person performing Association business.

## **24.1 Check Signing**

The board Treasurer is responsible for adding and removing check signing authority. Any changes to check signing authority will be communicated to all members of the board, any board management company and office manager. Check signing is not restricted to board members and can also include personnel from the Association management company. All checks will require two signatures.

A check may only be signed if it is completely filled out including the payee, the amount and a note giving the reason for payment. Anyone signing a check must review and initial the supporting invoice or other approval documentation (e.g. Emails indicating board approval for expenditure are acceptable).

Individuals may not sign a check payable to themselves.

## **24.2 Use of Association Credit Cards**

All Association credit cards must be safely secured in the Association office when not in use. All credit cards must be signed out and only used for Association business. They must be promptly returned. The board Treasurer is responsible for adding and removing authority to use an Association credit card. Any changes to credit card authority will be communicated to all board members, the Association management company and office manager.



# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of LOVELAND COURTYARDS CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on February 25, 1988, as shown by the records of this office.

The document number of this corporation is N25037.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
26th day of February, 1988.



Jim Smith  
Secretary of State

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