

<b>TABLE OF CONTENTS</b>		
<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGE</b>
<b>I</b>	<b>RULES AND REGULATION</b>	<b>2-13</b>
1.1-1.3	Introductions	2
2.1	Conduct of Board Meeting	3
3.1-3.5	Committee Activities	4
4.1-4.2	Legal Matters	5
5.1-5.2	Political Activities	5
6.1-6.3	Public Statements & Communications	6
7.1	Lease Requirement	6
8.1	Owner Registration	7
9.1-9.7	General Use Requirements	7
10.1-10.8	Common Area Provisions	8
10.1	Pets	8
10.4	Pool and Spa Rules	9
10.5	Tennis Court Rules	9
10.7	Clubhouse	10
10.8	Parking	11
10.9	Garage Common Electric use Fee Schedule	11
10.10	Electric Vehicle Charging	12
10.11	Common Area Alterations	12
11.1	Collection Policy	12
11.1-11.2	Rule Enforcement	13
11.2	Violation Procedure	13
12.1-12.5	Purchasing	14
<b>II</b>	<b>EXERPTS FROM THE GOVERNING DOCUMENTS</b>	<b>14-24</b>
Sec. 1-2	Introduction	15
Sec. 3	Administration	16
Sec. 4	Budget & Common Expense	16
Sec. 5	Common Expenses	17
Sec. 6	Assessments, Lien & Enforcement	17
Sec. 7	Insurance	17
Sec. 8	Unit Owners Responsibility for Maintenance & Repair	18
Sec. 9	Associations Responsibility for Maintenance & Repair	18
Sec. 10	Use Restrictions	19
Sec. 11-12	Limitations on Owner to Alter or Modify Unit Interior	22
Sec. 13	Registration of Owners	23
Sec. 14	Compliance & Waivers – Owners Responsibility	23
Sec. 15	Failure to Enforce Not A Waiver	24
Sec. 16	Failure to Comply with the Governing Documents	24
Sec. 17	Remedies	25
Sec. 18	Fines	25

## **INTRODUCTION**

**Solana Lake is the only beachside, lakefront condominium community of its kind in Brevard County. This private gated neighborhood features eight buildings with 24 units in each building totaling 192 units. Each building has various spacious floor plans and first floor enclosed garages. Beautiful lake views abound from every unit while common amenities include a spacious clubhouse, two tennis courts, an exercise room, exclusive beach access, and a five acre stocked lake with a private island featuring an Olympic size pool, spa, and restrooms/cabana.**

**While due consideration is given to the rights, privileges, and enjoyment by owners of their individual homes, the condominium operates in a manner which serves the best interest of all residents, enhancing value and attractiveness of the condominium, and providing facilities for common usage and pleasure. To maintain the beauty and high quality of life we enjoy at Solana Lake, it is incumbent upon each of the owners to enforce upon their guests and tenants compliance with the rules, regulations and standards which have been established for the peaceful operation of the Solana Lake Condominiums.**

**Each owner has access to the full-length “Declaration of Condominium” and the by-laws of Solana Lake both in hard copy and on our website [www.solanalake.com](http://www.solanalake.com). However, for the purpose of convenience many of the regulations are included in condensed form in this booklet as additional information.**

# **SOLANA LAKE CONDOMINIUM ASSOCIATION POLICIES AND PROCEDURES MANUAL**

## **INTRODUCTION**

### **1.1 Authority**

The policies and procedures set forth herein have been promulgated by the Solana Lake Board of Directors pursuant to authority granted to it by Article III B of the Articles of Incorporation and Section 4.K (4) of the By-Laws. These policies and procedures are subordinate to the Solana Lake Declaration of Condominium, Articles of Incorporation and By-Laws as amended from time to time, and recorded in the Official Record Books of Brevard County and to the Covenants and Restrictions which restate such provisions.

### **1.2 Purpose**

The purpose of these Policies and Procedures is to set forth requirements, operating guidelines, and uniform interpretations of Solana Lake requirements to assure accountability for the Board of Directors corporate duties and responsibilities as required by Florida Statutes (See Section 617.0801 & Chapter 718).

### **1.3 Uniform Application**

The term “President’s designee” as used herein shall mean a board member appointed by the President.

## **CONDUCT OF BOARD MEETINGS**

### **2.1 Notice of Proposed Meetings**

All proposed meetings will be posted on the bulletin board in each lobby along with a proposed agenda at least 48 hours in advance, except in an emergency, as provided in the By-Laws and standards established by Chapter 718 of the Florida Statutes.

### **2.2 Board Agenda**

After a regular meeting has been opened and minutes approved, the following procedure shall be followed:

- a. Action items from the posted agenda and proposed policies or procedures from any committee, the property manager or the President.
- b. Report items from committees, subcommittees and special task forces.
- c. All other items recognized or presented by the President.

### **2.3 Speaking at Meetings**

**Interested unit owners have the right to speak at such meetings concerning any of the agenda items after they have been discussed by the board provided they do not exceed three minutes unless extended by the President at the meeting.**

### **2.4 Robert's Rules of Order**

**Robert's Rules of Order as mandated by the By-Laws, shall govern the conduct of all meetings.**

## **COMMITTEE ACTIVITIES**

### **3.1 Operational Procedures**

**The Board may cause the preparation and updating of written operational procedures for each committee and subcommittee standing or otherwise. Such procedures may include but not be limited to committee duties, authority, composition, reporting requirements and communications policy.**

### **3.2 Standing Committees**

- a. Legal Committee. This committee consists of unit owners and may advise the Board on matters having legal implications, prepares proposed and/or final policies and procedures, and makes recommendations concerning the use of outside counsel when requested by the board.**
- b. Social Committee. This committee consists of unit owners whose purpose is to promote congeniality among Solana Lake residents. The committee will plan regular social events for the community appropriate to various holiday, organize tag (garage) sales, provide Holiday decorations for buildings and solicit book donations to maintain a lending library.**
- c. Property Maintenance Committee. This committee consists of one unit owner representative from each building to help make certain that our common structures are properly maintained.**
- d. Beautification Committee. This committee consists of unit owners whose goal is to enhance the entrance to Solana Lake as well as the front of each building. The committee will plan replacements for plantings that do not survive with colorful annuals and ground cover that will be suitable for each location. The selection will be based on light and moisture requirements, resistance to disease and aesthetic appeal. The committee's recommendations will be presented to the Board for approval and funding.**

### **3.3 Special Committees.**

- a. Hearing Committee will be formed when the Board elects to impose a fine system. This committee consists of unit owners to hear the facts associated**

### **3.3 Special Committees (continued)**

with a proposed fine against a unit owner, its lessee or invitee. If the committee does not agree with the fine, the fine may not be levied. This committee is required by Sec. 718.303 of the Florida Statutes when fines are levied by the board.

- b. The Board may create any special or ad hoc committees to deal with any matter it deems necessary.

### **3.4 Subcommittees**

Any committee that desires to form sub-committees to assist the committee in the performance of its duties shall, prior to such formation, advise the Board of the proposed new subcommittee and its purpose and request approval thereof.

### **3.5 Duties and Authority of Committees**

The Board retains the prerogative of defining delegated duties and authorities of committees and sub-committees and can, at the Board's discretion, alter, redefine, transfer or delete any committee or sub-committee's duties and authorities as long as such action is consistent with the governing documents.

## **LEGAL MATTERS**

### **4.1 Coordination**

Any matter having known legal implications shall be coordinated with the President, Property Manager and the Chairman of the Legal Committee before taking action. The Board has final authority on all legal matters.

### **4.2 Central Contact Point**

Upon initiation of any legal negotiations or litigation, any contact with the attorney representing the Solana Lake Condominium Association, opposition counsel, or any other external party on substantive matters shall be by the President or the President's designee.

## **POLITICAL ACTIVITIES**

### **5.1 Policy**

The President of the Board or his/her designee is the principal point of contact between the SLCA and any government agency. The President shall sign all written communications to any government agency.

## **5.2 Political Campaigns**

**Federal law prohibits corporations from making direct or indirect political contributions to any federal office holder or office seeker. No officers or others subject to these provisions shall make or permit the making of any political contribution directly or indirectly in the name of the Solana Lakes Condominium Association.**

## **PUBLIC STATEMENTS AND COMMUNICATIONS**

### **6.1 Matters Not Already in the Public Domain**

**The president or his designee is the only person authorized to issue public statements concerning matters under consideration by the board until such matters have been voted on by the Board, included in the approved minutes of Board proceeding, or finalized by administrative action.**

### **6.2 Communications**

**Formal communications to be issued on behalf of the Board by committees or subcommittees shall be approved by the Board as to form and content and shall be signed by the President.**

### **6.3 Communications to the Board**

**All unit owners and tenants are invited to attend the Board meetings and to make their views of the agenda items known to the Board.**

## **LEASE REQUIREMENTS**

### **7.1 All leases shall:**

- a. Have a written contract as required by the covenants, which provides that each tenant and other invitees shall be governed by and shall comply with the provisions of the governing documents, including Chapter 718 of “The Florida Condominium Act (Statute 718)” and these policy and procedures.**
- b. The unit owner must have on file a completed current Unit Registration Form. This form is available at [www.solanalake.com](http://www.solanalake.com) (Print Forms) or from the management company.**
- c. All lease agreements along with a completed “Notice of Intent to Lease” and a check for \$50.00 must be submitted to the Management Company for approval prior to occupancy. A copy of “Notice of Intent to Lease” is available from the management company. This form is also available on [www.solanalake.com](http://www.solanalake.com) (Print Forms). Failure to complete these forms will result in a \$100.00 fine.**

## **OWNER REGISTRATION**

### **8.1 All Unit Owners:**

All unit owners are required to fill out a “Unit Registration Form” to be provided by the Management Company. This form is also available on [www.solanalake.com](http://www.solanalake.com) (Print Forms). If the unit owner has another address, the management company must be notified whenever the second address changes. Florida law states that a “Unit Registration Form” must be complete yearly. Failure to complete this form yearly will result in a \$25.00 fine. Each unit owner will be issued two “Do Not Duplicate” keys in order to gain entrance to the clubhouse. Replacement keys are \$100.00 each. Unit owners shall turn these keys over to a new owner at closing.

## **GENERAL USE REQUIREMENTS**

### **9.1 Residents:**

Residents must ensure that their guests abide by all of the Solana Lake restrictions and policies and respect the rights of all who live, rent or visit our complex and use its facilities.

### **9.2 Windows, Balconies and Common Areas:**

Garments, rugs, towels, swimsuits, or any other personal property are not permitted to be hung from windows, common and private balconies, or any other common areas of the building.

Owners are allowed to decorate for the holidays with small lights designed for the holiday season. The lights may be displayed starting on November 15<sup>th</sup> and they must be removed by January 15<sup>th</sup>. The lights may be hung on the railings and around the unit owner’s balcony. No drilling into the concrete or attaching the lights in a manner that causes damage the building to facilitate the hanging of the lights. Outside of the specified dates of November 15<sup>th</sup>-January 15<sup>th</sup> only white lights may be used to illuminate the balcony. The white lights may not be hung on the railings or in a location they are visible from any other unit or ground level. No drilling into the concrete or affixing the lights in a manner that causes damage to the building.

### **9.3 Smoking Material:**

Smoking material must not be discarded in any of the common areas of the condominium. All smoking material must be placed in ashtrays provided in each building, pool and spa deck area. Violators are subject to fines of \$25.00 for a first occurrence, \$50.00 for a second occurrence and \$100.00 for each additional occurrence.

### **9.4 Cleaning of Balconies:**

Hosing down of balconies shall be coordinated with all residents in your stack.

**9.5 Antennas and Satellite Dishes:**

Antennas and satellite dishes are not permitted on the exterior of the condominium property. However, the Board may grant written permission to the unit owner of record to install a DSS satellite dish approximately 18 inches in diameter in accordance with the provisions of the governing documents. Such permission shall designate the location of the satellite dish prior to installation. The location must be inconspicuous from the exterior of the building. Satellite dishes may not be attached to any portion of the common area. Prior to the

**9.5 Antennas and Satellite Dishes (continued)**

installation of a DSS type satellite dish the record owner of the condominium unit shall submit a written request for permission to install the satellite dish to the Association. The Association shall determine the location of the satellite dish, in its sole discretion. All costs of installation, maintenance or repair of the satellite dish shall be the responsibility of the record owner of the condominium unit and the owner shall indemnify and hold the Association harmless therefore. (See Sec. XXXI of the Declaration).

**9.6 Water Supply Valves:**

Unit water supply valves must be shut off when a unit is unoccupied for an extended period of time.

**9.7 Air Conditioners:**

Air conditioners should be left on when the unit is unoccupied for an extended period of time in order to reduce the possibility of mold.

**COMMON AREA PROVISIONS**

**10.1 All Pets:**

All pets must be kept on a leash in the common areas. A maximum of two pets is permitted per each unit. Each pet shall have a maximum weight of thirty five (35 pound). Pet owners or the person walking the pet must clean up after their pets in all common areas. Pets shall not create a noise nuisance for residents during any hour of the day or night. Pets are not allowed in the pool deck area, fitness center, clubhouse building or tennis courts. Violators are subject to fines of \$25.00 for a first occurrence, \$50.00 for a second occurrence and \$100.00 for each additional occurrence.

**10.2 Trash Areas:**



**Trash must be deposited in the trash chutes provided on each floor of each building or in the trash dumpster provided on the ground floor of each building. All trash must be securely sealed in a bag before disposal.**

### **10.3 Exterior Doors:**

**Entry doors and stairwell doors shall not be left open or propped open unless the resident is in the process of moving in or out of the condominium or moving furniture or appliances. Please do not allow doors to slam shut.**

### **10.4 Pool and Spa Rules:**

- a. No lifeguard is on duty. Use the pool at your own risk.**
- b. The pool, spa and surrounding areas are open from 6:00 AM to 11:00 PM daily.**
- c. Use of the pool and spa is restricted to condominium owners, lessees and their guests.**

### **10.4 Pool and Spa Rules (continued)**

- d. Children under the age of 10 must be accompanied by an adult.**
- e. Family appropriate swim-wear is to be worn. Shorts and cut-off jeans are not allowed in the pool or spa.**
- f. Only service animals that are assisted care providers are allowed in the pool deck area.**
- g. No untrained toilet persons are allowed in the pool or spa at any time. However, small children are permitted with swim diapers.**
- h. Diving or jumping into the pool or spa is not allowed.**
- i. Pool furniture is to be returned to its original position after use.**
- j. Table umbrellas must be closed after each use. Wind damage can easily occur if umbrellas are left unattended in the open position.**
- k. Noise must be kept to a minimum. Be considerate of others by monitoring your noise level.**
- l. Running, rough play, loud music or obscene language is not allowed.**
- m. Surfboards and boogie boards are not allowed in the pool or spa.**
- n. Roller-skating, roller-blading, skate boarding, bicycling and scooters are not allowed on the walkway bridges to the pool and spa area or within the pool and spa area.**
- o. Glass objects are not allowed in the pool, spa or pool deck area.**
- p. Food is not allowed within four (4) feet of the pool and spa. All food and beverage spillage must be cleaned up immediately. Failure to eliminate food and beverage spills will create ant and insect infestation of the pool area.**
- q. Please use trash containers. Do not leave trash on tables, chairs or pool deck area.**
- r. Turn off restroom lights and water when not in use.**
- s. Smoking allowed in designated area only.**

### **10.5 Tennis Court Rules:**

- a. Tennis shoes must be worn at all times.**
- b. Only players are allowed inside the court play area.**
- c. Roller-skating, roller-blading, skate boarding, bicycles and all forms of motorized vehicles are prohibited.**

- d. No eating or smoking permitted on the court.
- e. No glass containers within the play area.
- f. Children under the age of 10 must be accompanied by an adult.
- g. Limit use to one (1) hour if others are waiting.
- h. Radios and other stereo equipment are strictly prohibited.
- i. Turn off court lights upon completion of play.
- j. Secure and lock door(s) upon leaving.
- k. Violators are subject to fines.

#### **10.6 Fitness Center:**

- a. If someone is waiting please limit your session to 20 minutes per machine.
- b. Children under the age of 13 must be accompanied by an adult. Owners and lessees will be responsible for the behavior and conduct of children living or visiting with them.

#### **10.7 Clubhouse:**

- a. Use of the clubhouse is available to residents on a reserved/basis for legal social functions only. It is not available for commercial or for profit group meetings. Reservations are made through the management company. The Board of Directors may deny any request not deemed appropriate. The clubhouse has a capacity of 100 people and may not be exceeded.
- b. Tentative reservations may be made on-line by completing the eForm available at [www.solanalake.com](http://www.solanalake.com).
- c. The clubhouse must be thoroughly cleaned at the conclusion of each function and the trash removed from the clubhouse. The cleaning is to include the kitchen, all dishes, linens and emptying of the dishwasher. No trash will be left on the premises overnight. The management company will inspect the clubhouse after use and determine that the facility has been properly cleaned.
- d. The host (defined as the individual that completed the eForm for a tentative reservation) shall be responsible for any breach of any rules that present a potential liability to the association. A \$100.00 deposit is required and will be refunded if the property is left in good condition.
- e. No furniture may be removed from the clubhouse. No decorations will be hung from the ceiling, windows or walls that will leave any permanent marks or damages. All lights must be turned off (or set accordingly) after the social event. If the A/C is used all doors are to be kept closed. After the function all windows and doors must be locked.
- f. Reserving the clubhouse does not preclude other residents from using the gym or sauna.
- g. Security Gates will NOT be held open for any reason other than emergencies. Entry to Solana Lake is the responsibility of the owner/host.
- h. All commercial and for-profit activities that are for the benefit of the Association are to be approved and scheduled through the management company.
- i. People should bring their own linens and dishes.
- j. If alcoholic beverages are served at the function, the host is responsible for the actions of the guests.
- k. There is no smoking anywhere in the clubhouse.
- l. All parking should be in the clubhouse parking lot.

## 10.8 Parking:

- a. No watercraft, watercraft utility trailers, motor home, trailer, camper, commercial vehicle, recreational vehicle or special purpose vehicle shall be parked on the condominium property.
- b. No resident shall park any vehicle on any street or driveway except for loading and unloading.
- c. All owners and residents of the condominium are restricted to two (2) permitted vehicles without the Association's consent to bring additional vehicles on the premises.
- d. Any vehicle with visible advertisement on the vehicle may be deemed a commercial vehicle.
- e. Service vehicles are permitted to park temporarily while service is being performed on the condominium property.

## 10.8 Parking (continued)

- f. Non-operating or non-functioning vehicles of any kind are not permitted on the condominium property. All vehicles must have current registration
- g. No parking space/stall shall be used by another person other than an occupant of the condominium that is an actual resident or is a guest or visitor.
- h. All vehicles shall be parked in the open parking spaces/stall or garages except when loading or unloading vehicles.
- i. Backing into parking spaces/stalls is **PROHIBITED**.
- j. For security reasons and appearance, **ALL** garage doors shall remain closed unless in use.
- k. Park only in designated areas. Do not park in a "fire lane" or designated "trash removal" lane.
- l. "Handicap Parking" is by permit only.
- m. The Board of Directors, at its discretion, may have any vehicle in violation of "a" through "l" towed from the property at the owner's expense.

## Sec. 10.9 Garage Common Electric Use Fee Schedule

DESCRIPTION	MONTHLY RATE	YEARLY RATE
Full size refrigerator	\$20.00	\$240.00
Freezer	\$20.00	\$240.00
Dorm refrigerator	\$10.00	\$120.00
Wine cooler	\$10.00	\$120.00
Large floor or ceiling fan without timer	\$10.00	\$120.00
Small fan (10 inch dia. or less) on timer*	\$00.00	\$000.00
Dehumidifiers	Not allowed	Not allowed
Recharging of electric automobiles	Not allowed	Not allowed
Automobile heaters	Not allowed	Not allowed
Electric Vehicle	\$30.00	\$360.00

**NOTES:** A garage is a limited use common element and as such is subject to random inspection at the discretion of the Board of Directors.

\* Six (6) hours per day or less

All payments are to be made in advance for one year effective 2/18/09.

**Sec. 10.10 Electric Vehicles**

Please see Electric Vehicle Charging Policy October 2022 for further details.

**Sec. 10.11 Common Area Alterations**

Any changes to the common areas must be approved by the association. This includes but is not limited to the lobbies and the grounds. It is recommended that there is a consensus of the building owners prior to presenting the requested change to the association. The only exception not requiring association approval is tasteful seasonal decorations that are displayed between November 15<sup>th</sup>-January 15<sup>th</sup>.

## **COLLECTION POLICY**

**11.1 Policy**

The timely remittance of assessments and assessment installments from each unit owner is essential to the smooth functioning of the condominium association and the proper maintenance of the condominium property.

- a. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.
- b. The record owners of each unit shall be personally liable, jointly and severally, to the Association for the payment of all assessment, regular or special, made by the Association and for all costs of collection of delinquent assessments.
- c. Assessments are due on the 1<sup>st</sup> day of the month. If a payment is more than ten (10) days late, the Association may charge an administrative late fee in addition to such interest in an amount not to exceed the greater of \$25.00 or five percent of each installment of the assessment for each delinquent installment that the payment is late. Assessments and installments on them

that are unpaid for over thirty (30) days after the due date shall bear interest at a maximum rate permitted by law per annum from the due date until paid.

- d. Failure to pay assessments and installments for over thirty (30) days will result in the Association providing the owner with a Notice of Intent to Lien. The Notice of Intent to Lien will allow the owner and additional thirty (30) days in which to provide payment to the Association complete with any administrative late fees, interest charges and any costs and reasonable attorney's fees incurred in the collection of the delinquent assessment.
- e. Failure to pay assessments and installments for over sixty (60) days will result in the Association forwarding the owner's account to the Association Attorney for filing of a lien against the property.

## **RULE ENFORCEMENT**

### **Sec. 12.1 Responsibility:**

Invoking and enforcing the governing documents and the Policies and Procedures of the condominium is the responsibility of all condominium residents, building captains and the Board of Directors. If the incident is occurring during the late evening and/or early morning hours, please contact the guard. Always notify the management company or a Board Member, as the Board of Directors is responsible for issuing warning notices, violation notices, and the opportunity for hearings and assessing fines for violations.

### **Sec. 12.2 Violation Procedures:**

- a. A violation notice shall be sent to the owner of a unit and its invitee or lessee regarding the specific violation with a warning notice that if a violation commences a second time, a second violation notice will be sent. Thereafter, if the same violation continues a fine will be levied against the unit owner. The unit owner is provided notice of a hearing to impose fines for such violations. A requested hearing must be held before a committee of other unit owners. The committee shall consist of an odd number of owners to avoid a tie vote. If the committee, by majority vote does not agree with the fine, the fine may not be levied. If the committee concurs by majority vote the fine shall be levied by the Board. Fines may be enforced in a court of law.
- b. The Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, lessees, or invitee, to comply with any provision of the Declaration, the Association By-Laws, or rules of the Association. No fine may exceed \$100.00 per violation, with a single notice and opportunity for hearing, provided that no fine in the aggregate exceeds \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its lessees or invitee.

## **PURCHASING PROCEDURES**

### **13.1 Policy**

**The policy of the Solana Lake Condominium Association is to purchase goods and services at the lowest cost all other factors considered equal. The policy is subject to the following exceptions:**

**a. Quality Preference**

**Where the quality of the item would render it less costly in the long term by having a longer useful life span, or where aesthetics or safety factors are of paramount importance; provided such contract does not require payment in the aggregate that exceeds 5% of the total annual budget.**

**b. Sole Source**

**These provisions do not apply if the business entity with which the SLCA desires to enter into a contract is the only known source of supply within Brevard County.**

**c. Emergency**

**Nothing herein is intended to limit the ability of SLCA to obtain needed products and services in an emergency.**

**d. Petty cash**

**The property manager shall have a petty cash fund up to \$200.00 for minor purchases and expenditures. Receipts must be submitted to the Board of Directors for accountability of all expenses.**

**d. Professional services**

**Contracts for attorney, accountant, architect, SLCA manager. Note: engineering and landscape architect services are not subject to this section.**

### **13.2 Competitive Bidding**

**For all purchases estimated to exceed \$3,000.00 at least three contractors or suppliers shall be invited to submit bids. This requirement can be waived in an emergency situation. The bid documents shall state a specific date at which the bidding will be closed. The two lowest bids will be evaluated for responsiveness, quality of services proposed and conformance to requirements outlined in SLCA's invitation to bid. References will be evaluated. A contract award will be made on the basis of the lowest price consistent with quality and completeness of services proposed. For construction work, plans and specifications shall be provided by**

**SLCA. For MRO (Materials, Repair and Operations) and equipment contracts, the bid documents shall set forth the general needs specifications and/or technical specifications. Brand names or equal specifications are to be avoided unless approved in advance by SLCA.**

### **13.3 Contract Renewal**

**If a contract was awarded by competitive bidding the renewal of that contract is not subject to such competitive bid requirements if the contract contains a provision that allows the board to cancel the contract on 30 days notice.**

### **13.4 Contracts in Writing**

**All contracts for the provision of services and other contracts over \$1,000.00 shall be in writing.**

### **13.5 Consolidated Purchase Program**

**Whenever feasible, goods should be purchased in sufficient volume to last for one year if such action would result in a lower total cost.**

**These Rules and Regulations are effective February 18, 2009. Any new Rules and/or Regulations supersede all other rules and regulations in effect at that time.**

## **SOLANA LAKE CONDOMINIUM ASSOCIATION EXCERPTS FROM THE GOVERNING DOCUMENTS**

### **INTRODUCTION**

#### **Sec. 1 Authority**

**The following Articles are excerpts from the Solana Lake Declaration of Condominium, Articles of Incorporation or By-Laws, hereafter called the governing documents, and may not be amended without a vote of the owners of the units as provided therein. These Articles take precedence over any policies and procedures adopted by the Board of Administration.**

#### **Sec. 2 Purpose**

**The purpose of listing these Excerpts is to make clear those requirements which are mandated in the governing documents from those adopted by the Board of Administration. This is a compilation of those requirements of most interest to unit owners and not a repeat of the governing documents in their entirety. If there is any need for interpretation or explanation of any section of these excerpts or the governing documents, please contact the management company.**

## ADMINISTRATION

### Sec. 3 Solana Lake Condominium Association Inc.

The operation and management of the condominium shall be administered by the Board of Administration of the Association, hereinafter called SLCA. The SLCA shall be responsible for making available copies of the governing documents and policies to others including the most recent audited financial statement. "available" shall at least mean available for inspection upon request, during normal business hours or other reasonable circumstances. (The requirements for membership in the SLCA, it's officers, membership meetings, conduct of meetings, fiscal management and official records are covered in the By-Laws of the governing documents).

## BUDGET AND COMMON EXPENSES

### Sec. 4 Annual Budget

The SLCA shall propose annual budgets in advance for each fiscal year commencing on January 1, which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the common expense budget, replacement and operating reserve, casualty insurance, liability insurance, administration and salaries. Failure of the SLCA to include any item in the annual budget shall not preclude it from levying an additional assessment in any calendar year for which the budget has been projected.

### Sec. 5 Common Expenses

Common expenses shall include, but are not limited to, amounts necessary for maintenance and operation of common elements and limited common elements, landscaping, street and walkways, office expense, security services, utility services, television system, storm drainage and water management.

### Sec. 6 Assessments, Liens, and Enforcement

After adoption of the budget and determination of the annual assessment per unit, SLCA shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the voting member representing each unit at such member's most recent address as shown on the tax records and records of the Association. One twelfth of the annual assessment shall be due and payable in advance to the Association of the first day of each month.

6.1 Special assessment may be made by the SLCA from time to time to meet other needs or requirements of the Association as provided in Article VII of the Declaration of Condominium.

6.2 The record owners of each unit shall be personally liable, jointly and severally, to the SLCA for the payment of all assessments, regular or special, made by the SLCA and for all costs of collection of delinquent assessments. In the event



assessments against a unit are not paid within thirty (30) days after their due date, the SLCA shall have the right to foreclose its lien for such assessments with interest and reasonable attorney's fees as provided in Article VII of the Declaration of Condominium.

## INSURANCE

### Sec. 7 Types of Insurance Required

#### 7.1 Insurance for Fire and Other Perils

The SLCA shall obtain, maintain and pay premiums upon, as a common expense, a master or blanket policy of property insurance covering all of the common elements and limited common elements. Included will be fixtures to the extent that they are a part of the common elements of the condominium, building equipment and supplies, and other common personal property belonging to SLCA.

#### 7.2 Liability Insurance

The SLCA shall maintain comprehensive general liability insurance covering all of the common elements, commercial space owned and leased by the SLCA and public ways of the condominium project.

### Sec. 7 Types of Insurance Required (continued)

#### 7.3 Flood Insurance

If the condominium is located within an area which has been officially identified as having special flood hazards and for which flood insurance has become available under the National Flood Insurance Program, the SLCA shall obtain and pay the premiums upon a master policy of flood insurance.

#### 7.4 Fidelity Bonds

The SLCA shall maintain blanket bonds for all officers, directors and employees of the Association and all other persons who control or disburse funds of the SLCA.

#### 7.5 Errors and Omissions Insurance

The SLCA shall maintain for the benefit of the officers and directors of the Association a policy or policies of insurance against liability resulting from errors and/or omissions of the officers and/or directors.

## RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

**Sec. 8****Unit Owners**

Each unit owner shall bear the cost and be responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, electrical and plumbing fixtures, kitchen and bathroom fixtures, and all other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his unit and which may now or hereafter be affixed or contained within his unit. Such owner shall further be responsible for maintenance, repair, and replacement of any air conditioning equipment servicing his unit, although such equipment may not be located in the unit, and of any and all wall, ceiling and floor surfaces, and balconies, painting, decorating and furnishings and all other accessories which such owner may desire to place or maintain therein. Unit owners are responsible for maintenance, including cleaning, repair or replacement of windows and any screening thereon and any screening on balconies and patios, screen doors and fixed and sliding glass doors. Air conditioning and heating equipment servicing individual units is a limited common element appurtenant to such units. In addition to the foregoing obligations of each unit owner, the Developer will provide to each unit owner a maintenance manual which provides recommendations to the unit owner for maintaining the unit.

**Sec 9****The Association**

The SLCA, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, sprinklers systems, wiring and other facilities located in the common elements, for the furnishing of utility services to the units, and including artesian wells, pumps, piping, and fixtures serving individual air conditioning units. Painting and cleaning of all exterior portions of the building, including all exterior doors opening into walkways, shall also be the Association's responsibility. Sliding glass doors, screen doors, storm shutters on balconies and windows, windows and screens on windows or balconies, shall not be the Association's responsibility, but shall be the responsibility of the unit owner. Should any damage be caused to any unit by reason of any work which may be done by the Association in the maintenance, repair or replacement of the common elements, the Association shall bear the expense of repairing such damage. In addition to the foregoing obligations of the Association, the Developer has provided a maintenance manual to the Association which contains recommendations to the Association for maintenance of the common element. See Section XXXV of the Declaration of Condominium for additional recommendations to the Association.

- 9.1** The SLCA shall determine the exterior color scheme of all buildings and shall be responsible for the maintenance thereof.

- 9.2** The SLCA has the irrevocable right of access to each unit during reasonable hours, when necessary, for the maintenance, repair or replacement of any common elements or as necessary to prevent damage to the common elements or to a unit or units.
- 9.3** Whenever the SLCA determines that the condominium property requires additions, alterations or improvements in excess of the usual maintenance, such work must be approved by a majority of the unit owners before such work can proceed and the SLCA shall specifically assess all unit owners for the cost thereof.
- 9.4** It is mandatory that the SLCA comply with the minimum maintenance and inspection standards contained in Article XXXV of the Declaration of Condominium in carrying out its responsibilities.

## **USE RESTRICTIONS**

### **Sec. 10**      **General**

**No unit owner shall do anything within his unit or on the common elements which would adversely affect the safety or soundness of the common elements.**

#### **Sec. 10.1**      **Residential Use**

**Each unit is restricted to residential use by the owner(s), their immediate families, lessees, guests and invitees. Each unit is restricted to no more than six (6) occupants, without SLCA written consent. There are no restrictions upon children.**

#### **Sec. 10.2**      **Lease and Rental**

**The unit may be rented provided the occupancy is only by one (1) lessee and members of his/her immediate family and guests. The minimum rental period is thirty (30) days. The minimum rental period shall not be amended without the approval of a majority of the unit owners. No rooms may be rented and no transient tenants may be accommodated. No lease of a unit shall release or discharge the owner thereof of compliance with this section or any other duties as a unit owner. When a unit is leased, the tenant shall have all use rights in the Association property and the owner shall not have such rights except as a guest. Nothing herein shall interfere with the access rights of the owner as landlord under Florida statutes. Time sharing of units is prohibited. Subleasing of units is prohibited. All leases shall be in writing and shall be subject to all the governing documents, and these provisions, and shall be approved by the SLCA.**

#### **Sec. 10.3**      **Improper Uses**

No nuisances shall be allowed to be committed or maintained upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate, nor any fire hazard allowed to exist. No immoral, improper or offensive use shall be made of condominium property nor any uses prohibited by law, zoning ordinance or regulation of all governmental authorities having jurisdiction of the condominium. No unit owner shall permit any use of his unit or use of the common elements that will increase the cost of insurance upon the condominium property.

**Sec. 10.4 Signs**

No sign, advertisement or notice of any type shall be shown on the common elements or on any unit. This restriction shall not apply to any institutional lender. The SLCA has the right to determine the type, style and location of all signage associated with the condominium property.

**Sec. 10.5 Antennas or Aerials**

No exterior antennas or aerials shall be erected on the condominium property. The SLCA may grant permission to record unit owners to install DSS satellite dishes, which are approximately 18 inches in diameter. Such permission shall be in writing and shall designate the location of the DSS satellite dish prior to the installation of same. The record unit owner shall be responsible for all costs related to the installation, maintenance, repair and replacement of said dish and shall indemnify, defend and hold the Association harmless therefore. The installation of the DSS dish does not relieve the unit owner from payment of the fee for the installed cable television connection provided by the SLCA as part of the common expenses.

**Sec. 10.6 Obstacles**

An owner shall not place or cause to be placed in the walkways or in or on any other common elements and facilities, stairs, or stairwells, any furniture, packages or objects of any kind. Such areas shall be used for no other reason (purpose) than for normal transit through them. The SLCA may permit a unit owner to place small potted plants near the front doors of the unit so long as they do not protrude into or block access to the common walkways.

**Sec. 10.7 Exterior Spaces**

**It is prohibited to dust rugs, etc. from the windows, patios or balconies or to clean rugs, etc. by beating on the exterior of the buildings. No unit owner shall allow anything whatsoever to fall from the window, patio, balcony, terrace, porch or doors of the premises, nor shall be swept or thrown from the premises any dirt or other substance into any of the corridors, halls, patios, balconies, terraces or porches, elevators, ventilators, or elsewhere in the building or upon the grounds. A unit owner shall not place, store or use any item upon any patio, balcony, terrace or porch without the approval of the SLCA other than standard patio chairs, tables and furnishing. Gas or electric grills and potted plants are permitted on balconies but charcoal grills are prohibited. As directed by Florida Statute 633.025 and Florida Administrative Code 4A-60.005 fire codes require: (NFPA 1,3-4.8) Cylinders having water capacities greater than 2 ½ lbs., LP-Gas capacity (approximately 1/3 of a gallon) shall not be located on balconies above the first floor that are attached to a multiple family dwelling of three or more living units located one above the other. A typical container for a LP Gas grill is 20 lbs.**

**Sec. 10.8      Parking**

**Sec. 10.8.1      No boat, watercraft, utility trailer, motor home, trailer, camper, commercial vehicle, recreational vehicle or special purpose vehicle shall be parked on the condominium property.**

**Sec. 10.8.1 (continued)**

**No resident shall park any vehicle on any street or driveway, except for loading and unloading. Vehicles must be parked in a parking space or garage. Service vehicles are permitted to park temporarily on the streets and driveways while service is being performed on condominium property.**

**Sec. 10.8.2      All owners and residents are restricted to two (2) permitted vehicles without the SLCA's written consent. Non motorized boats or watercraft may be kept in the enclosed garage parking space. Except as provided above, prior written approval of the SLCA is required to temporarily park a commercial vehicle and may not exceed four (4) forty eight (48) hour periods in any year.**

**Sec. 10.8.3      No non-operating or non-functioning vehicle of any kind shall be permitted to park on the condominium property. There shall be no repair, except emergency repair, performed on condominium property.**

**Sec. 10.8.4      It has been agreed by all unit owners that reasonable damages of \$50.00, for each day that any violation of Section 10.8 persists, shall be assessed after the unit owner is notified in writing by the SLCA of such violation.**

**Sec. 10.8.5** No parking space shall be used by any other person other than an occupant of a condominium or by a guest or visitor who is in fact visiting and upon the premises.

**Sec. 10.9** Pets

Two (2) pets, not exceeding thirty-five (35) pounds each, shall be allowed to be kept in the owner's unit. Each pet owner shall be responsible for cleaning up after his/her pets in the common elements. Pets shall not create a nuisance.

**Sec. 10.10** Electricity

All garage electric lights shall be turned off when the garage parking space is not occupied. All garage doors shall be kept closed at all times except when parking or removing cars from the garage.

**Sec. 10.11** Carpeting

Carpeting of any type on individual unit balconies or any common walk-ups is prohibited and the Association shall not grant permission to install carpet on the individual unit balconies or walk-ups.

**Sec. 10.12** Use of Lake

Swimming and motorized boating in the lake on the condominium property is prohibited.

**LIMITATIONS ON OWNER TO ALTER OR MODIFY UNIT**

**Sec. 11** Interior Limitations

No structural additions or alterations can be made to a unit without the prior written consent of the SLCA.

**Sec. 11.1** Flooring

No hard flooring (tile, wood, etc.) in lieu of carpeting in the living/dining room area or the bedrooms can be installed in a unit without the prior written consent of the SLCA. Such proposals shall include a cork base or such other material as approved by the SLCA, in its discretion, to dampen the sound.

**Sec. 12** Exterior Limitations

No owner shall cause any improvements or changes to be made on or to the exterior of the buildings or enclosed garage parking spaces, including painting or other decoration, the installation of awning, electrical wiring, air conditioning units and other things which might protrude through or be attached to the walls of the buildings or enclosed garage parking spaces or change the appearance thereof.

**Sec. 12.1 Hurricane Shutters and Screening**

The SLCA has adopted hurricane shutter and screening specifications for each building and will permit the installation or replacement thereof provided the SLCA has granted prior approval.

**REGISTRATION OF OWNERS AND MORTGAGEES**

**Sec. 13 Association to Maintain**

The SLCA shall maintain at all times, a register setting forth the names of all owners of units in the condominium. Any purchaser or transferee of a unit shall notify the SLCA of the names of any party holding a mortgage upon any unit and the name of all lessees in order that the SLCA may keep a record of same.

**COMPLIANCE AND WAIVERS**

**Sec. 14 Responsibility of Unit Owners**

The owner of each unit shall be governed by and shall comply with the provisions of the Florida Condominium Act, the governing documents and these provisions. Any unit owner shall be liable for the expense of and maintenance, repair or replacement made necessary by his act, neglect or carelessness, or by that of any members of his family, guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the SLCA. However, nothing herein shall be construed to modify and waiver of rights or subrogation by insurance companies.

**Sec. 15 Failure to Enforce Not A Waiver**

The failure of the SLCA, a unit owner or institutional first mortgagee to enforce and right or provision in the governing documents, or these provisions shall not constitute a waiver by any of such parties to enforce such right, provision, covenant or condition or insist up the compliance with same, in the future.

**ENFORCEMENT**

**Sec. 16**

**Action**

**Actions for damages for injunctive relief, or both, for failure to comply with the governing documents or these provisions may be brought by the SLCA or by a unit owner against:**

- a. The SLCA**
- b. A unit owner**
- c. Directors designated by the Developer, for actions taken by them prior to the time control of the Association was assumed by the unit owners other than the Developer.**
- d. Any director who willfully and knowingly fails to comply with these provisions.**
- e. Any tenant leasing a unit, and any other invitee occupying a unit.**

**Sec. 17**

**Remedies**

**The prevailing party in any such action is entitled to recover reasonable attorney fees. In addition, a unit owner prevailing against the SLCA may recover additional amounts as determined by the Court to be necessary to reimburse the unit owner for his share of assessments levied by the SLCA to fund its expenses of the litigation. This relief does not exclude other remedies provided by law.**

**Sec. 18**

**Fines**

- Sec. 18.1 The SLCA may levy reasonable fines against a unit for the failure of the owner, its occupant, licensee or invitee to comply with any provisions of the governing documents, these provisions or reasonable policies and procedures of the SLCA. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of continuing violation, with a single notice and opportunity for hearing, provided that no fine in the aggregate exceeds \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The provisions of this part do not apply to unoccupied units.**
- Sec. 18.2 The record owners of each unit shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special made by the Association and for all cost of collection of delinquent assessments.**
- Sec. 18.3 Assessments and installments on them that are unpaid for over thirty (30) days after due date shall bear interest at the maximum rate permitted by law per annum from the due date until paid. If a payment is more than ten (10) days late, the Association may charge an administrative late fee in addition to the interest, in an amount not to exceed the greater of \$25.00 or five percent of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by the**



**Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any cost and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction place on or accompanying a payment. The late fee shall not be subject to the provisions in Chapter 687 or Section 718.303(3), Florida Statute. Reference: Declaration of Condominium p.14**

**In preparation of this manual, every effort has been made to offer the most current, correct, and clearly expressed information possible. Nevertheless, inadvertent errors in information may occur. In particular but without limiting anything here, the board of directors disclaims any responsibility for typographical errors and accuracy of the information contained in the By-Laws and Declaration of Condominium.**