



**REVISED RULES AND REGULATIONS  
FOR  
DOLLY BAY – A VILLAGE ON LAKE TARPON  
(Revised (03/20/18))**

The following rules and regulations adopted and amended in accordance with the Declaration of Condominium of Dolly Bay – A Village on Lake Tarpon, shall continue in effect until further amended by the Board of Directors of Dolly Bay Condominiums Association, Inc. (the “Association”). Amended 03/20/18.

As used herein, the term unit owner shall apply to the unit owner, his guests, his invitees, his licensees, his servants, his employees, his agents, his lessees, and his family; except as otherwise specified herein. Flagrant and/or repeated violation thereof should be reported in writing to the Board of Directors through the property management company.

1. No article shall be placed upon common elements of the condominium property, for example boats, trailers, canoes, kayak, bikes unless approved by the Association.
2. The Common Elements of the condominium property shall not be obstructed in any manner and shall be kept free of rubbish, debris, and other unsightly or unsanitary material.
3. Fire Exits shall not be obstructed in any manner if it's necessary to call 911 the lever on the end of each floor sounds an alarm then call 911 the lever does not call 911.
- 3.1 Any visitors to the Property need to follow the rules of Dolly Bay just as the homeowner is required too in regards to the pool, clubhouse and property.

4. No articles shall be hung or shaken from any unit onto the common elements of the condominium property. No unit owner shall throw, sweep, or allow falling, any article such as cigarettes from his unit onto the common elements of the condominium property.

5. Articles of any manner including bicycles, skateboards, plants, watering hoses, etc. are not permitted on front balconies (entrances) of any unit. Placement of one pre-standing potted plant at the entry of a unit is permitted. The plant must be properly maintained, positioned so as not to interfere with traffic, and have a liner to prevent water on the floor.

6. Bicycles, skateboards, roller skates and similar equipment are not permitted to be used or stored on the covered walkways of in the elevators of the condominium buildings.

7. No articles shall be attached to, erected upon, installed, or affixed to the exterior walls, windows, railings or roof of the unit, or upon the other common elements of the condominium property. This includes hurricane protections enclosures, combination storm or screen doors and screen enclosures unless approved by the Board of Directors.

7.1 Screen Enclosure: An Architectural request must be made to the Association by a unit owner for a screen enclosure. If the request is approved, the screen must be gray and the supports must be white with center supports only as needed. Support structure to be disguised by architectural features. The screening is to installed inside the porch and be removable, as necessary at owner's expense, for painting of common elements. The Association is not responsible for damage done to screening during maintenance to buildings. The Association will notify owners prior to any major maintenance activities that may reasonably be expected to cause damage, so that owners may remove screening.

7.2 Sliding Door Enclosures: An architectural request must be made to the Association by a unit owner for sliding door enclosure of the porch. If the request is approved, the frame and the door frames must be white painted aluminum, while the doors can only be installed behind a screen enclosure as per article 7.1. The frames of the doors (when closed) should be fitted with tinted smoke tempered or laminated glass only and be removable, as necessary at owners expense, for painting of the limited common elements. The association is not liable for damage done to the sliding door during maintenance to the buildings. The Association will notify owners prior to any major maintenance activities that reasonably be expected to cause damage so that the owners may remove the sliding doors.

7.3 Screen/Storm Doors/ Hurricane Enclosure: An architectural change request must be made to the Association by a unit owner for a screen/storm door installation. If the request is approved, the screen/storm door must be a style and type previously approved by Board: Security-type screen door of approved design with black trim and dark gray/black screen; weigh 85 lbs.; and be consistent with the doors at D201, L101, S303 and T206. Hurricane Shutters must be pre-approved and need to be removed within 5 working days after the hurricane. Owner will be responsible for any cost or damage as a result of installing hurricane shutters.

7.4 A unit owner or tenant may install a satellite dish no more than one meter in diameter, but a dish may be placed only on your patio and not attached to the building. Unit owner or tenant who installs a satellite is responsible for cost and repair, maintenance and removal of the dish.

7.5 Request forms for any architectural changes are available from the management company.

7.6 Any service work, construction or remodeling performed on a unit must only between the hours of 8 until 5 pm Monday thru Saturday. Any equipment or tools must not block or obstruct sidewalks or common elements of the buildings, unit owners are responsible to ensure debris is properly disposed off property and all common elements are cleaned and rinsed daily, this includes all sidewalks, stairways, elevators and no debris is to be hosed into the landscaped areas. Also ensure that there are no screws or nails left in the roadway or parking areas.

8. No flammable, combustible, charcoal and/or gas grills, or explosive substances shall be kept in any unit or storage area, on a balcony/porch, or upon the common elements of the condominium property, except such substances that are required for normal households or provided by the Association for the use of the community.

8.1 ONLY ELECTRIC GRILLS operated in a safe, responsible manner may be used on outside balconies of the individual units.

9. Vehicle/Parking: Any vehicle parked in violation of these rules including illegal parking in handicapped or "no parking" zones, may be towed away at the owner's expense and risk. Occupants who are absent for extended periods of time should notify a Board member that a vehicle is to be left on property in order to avoid inadvertent towing of the vehicle for violations. Towing shall occur immediately, in accordance with Florida Statutes.

9.1 The following definitions shall apply for purposes of this section.

A. "Vans" means vehicles without signs, with less than or equal to one-half (1/2) ton rated weight carrying capacity, which is designed and used solely as a passenger vehicle and not as a "commercial vehicle".

"Camper" as that term is defined elsewhere in this rule. This rule is intended to specifically permit the parking of passenger and like vans currently marketed under the following manufacturer's name plates: Dodge, Plymouth, Chevrolet, Ford, and all other vehicles of similar design. Vans must not exceed 85" wide, 89.5" high, or 206" long.

B. "Commercial Vehicles" means all vehicles of every kind whatsoever, which from viewing the interior and or exterior of the vehicles or any portion thereof, show or tends

to show any commercial markings, signs, displays, or otherwise indicates a commercial use.

C. "Bus" means a vehicle of any kind whatsoever, manufactured, designed, marketed or used as a bus, for transport of a greater number of passengers or goods than automobiles are customarily manufactured, designed or marketed as passenger, cargo or like vans.

D. "Campers" means all vehicles, vehicle attachments, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed or marketed or used for the purposed of camping, recreation or temporary housing of people or their personal property.

E. "Mobile Homes" means any structure or device of any kind whatsoever, which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent dwelling.

F. "Motor Homes" means any vehicles which are self-propelled, built on a motor vehicle chasses, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the forgoing criteria which contain shower facilities, restroom facilities, and full cooking facilities shall be considered motor homes.

G. "Trailers" means any vehicles or devices of any kind used to be coupled to or drawn by motor vehicles.

9.2 Trucks over 3/4 ton passenger truck or or dual-wheeled vehicles, campers, trailers, motor homes, mobile homes, buses and commercial vehicles shall not be parked on the condominium property, the exception being service vehicles that do not exceed the size of one parking space, the operators of which are performing a service on the property, and only for the duration of the service call.

A. Vehicles which have been altered from standard factory suspension are not permitted to park on the condominium property.

B. One-half ton pickup trucks for personal passenger use only are permitted to be parked on Dolly Bay property. Any exceptions must be approved by the Board.

C. Truck bed caps or covers are permissible but not to exceed approximate height of cab. Slid-in camper units are not permissible.

D. Dual wheel, extended height, etc. trucks are banned.

E. Truck chassis designed and/or equipped to handle top end stake, body chassis like wreckers, utility, beverage hauling, etc. are banned.

F. Unsightly items such as, but not limited to, tool boxes, wheelbarrows, lumber, etc. in open truck beds are not permissible. All vehicles not being used on monthly basis needs to be covered, if unsightly meaning not maintained or have the ability to move it, it will be towed at owners expense.

G. Trucks marked or appearing as commercial vehicles are banned.

9.3 Each unit is restricted to a maximum of two (2) vehicles regularly used by the unit owner(s) and (1) parking space comes with the unit.

9.4 The Designated Parking Areas shall be used exclusively for parking private passenger vehicles of unit owners and for no other purpose. Parking is permitted only between the lines, one vehicle per space. Backing into parking spaces is prohibited by Florida State Law. Parking in the roadways is prohibited except temporarily for deliveries or to load or unload passengers, and then only in a manner which will not interfere with other residents. No other use of the parking areas is authorized except for Association purposes. Full-size vans must park in area by the tennis courts.

9.5 Any vehicle bearing a "For Sale" sign is not permitted to park on the condominium premises.

9.6 Delivery vehicles and moving vans may park temporarily, while loading and unloading provided they do not interfere with residents. Under no circumstances, may moving van or rental type moving truck be parked more than one night on Association property – Moving vans or rental type moving trucks when not in the active process of being loaded/unloaded are to be parked next to the tennis court to assure traffic patterns are not interrupted.

9.7 Two or three wheel vehicles such as bicycles, motorcycles and mopeds may not be parked on condominium property except in such areas as designated for that purpose. Designated parking area for all bikes/cycles is at area marked on wall next to tennis courts. Motorcycles and mopeds must place a piece of wood or metal pad understand. No noisy "dirt bikes" may be operated on condominium property.

9.8 Vehicle maintenance may not be performed on the condominium property. For purposes of this section, vehicle maintenance shall include, but not be limited to, changing of oil and other engine fluids, changing of tires, engine maintenance or repair, body maintenance or repair. Exception is made for emergency type road service.

9.9 The speed limit is 10 MPH on Dolly Bay Roadway.

9.10 Any vehicle which is not currently licensed or cannot operate under its own power shall remain on the premise for no more than forty-eight (48) hours and will be towed at owner's expense. As used in this section, the term "licensed" shall mean that the vehicle is licensed by the State of Florida Department of Highway Safety and Motor Vehicles or other similar departments of other states.

9.11 Parking in designated reserved spaces is for the assigned unit owners (1) per unit only in each respective building. Non-reserved visitors spaces are available for all and are not marked. Vehicles incorrectly parked are subject to being towed at owners expense. Nothing contained in this rule should be effective to increase the number of vehicles permitted to be parked on the condominium property by any unit. Pursuant to Rule 10.4, each unit is restricted to the maximum of two vehicles.

10. No boats, rafts, canoes, or other similar crafts shall be allowed on the condominium property except at the dock or rack for kayaks and canoes.

10.1 Unit owners may lease a boat slip upon approval of an application to the Association. As specified in the condominium Documents, slips may be leased only to the owner(s) or lessee(s) of a unit.

10.2 Current fees for boat slips, numbers one (1) through (6) are \$250.00 annually,

Current fees for boat slips, numbers seven (7) through twenty-three (23) are \$500.00 annually.

Current fees for Kayak's or Canoes rack by the picnic area are: \$150 annually.

10.3 Fees are subject to change. Once an owner has leased a boat slip they will have first choice for renewing said lease providing they have met above stated rules. The lease is terminated upon sale of the unit. New owners must make an original allocation – as boat slip leases are not transferable. Boats must be properly licensed and in clean working order.

10.4 A unit owner who has leased a boat slip, may permit another unit owner to temporarily (not to exceed two (2) months) use the boat dock slip if all slips that could accommodate the boat were already leased.

11. Washing of vehicles regularly used by unit owners while on Association property is permitted only in the designated area on Association property. Hoses used must have a shut-off nozzle and water must not remain free flowing while not being utilized. No water vehicles or trailers may be washed or rinsed on property.

12. Refuse and garbage shall be deposited only in the area(s) provided. All refuse, garbage, and newspapers must be placed in plastic bags and tied. All boxes must be broken down. If garbage is spilled outside garbage chute door, owner is responsible for cleaning up same. First floor units are requested to throw trash in the left side of the trash bin to preclude overloading the bin under the trash chute.

12.1 Unit owners may not make any changes to the landscaping including planting of bushes, plants, flowers without the Boards permission, there is a plan in the works to take out dead items and a plan to make the buildings cohesive.

13. No unit owner shall make or permit any disturbing noises. Nor do or permit anything that will interfere with the rights, comforts, or conveniences of the other unit owners. No unit owners shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated a phonograph, television, disk player, VCR, radio or sound amplifier, or similar device, in such a manner as to disturb or annoy other occupants. No owner shall conduct or permit to be conducted vocal or instrumental instruction at any time. The cut off time is 10 pm for anything that would disturb your neighbors and gives them the right to call the Police.

14. Unit owners may not make any changes to the landscaping including plants, trimming or planting of the bushes without The Board approval.

15. Employees of the Association shall not be sent off the condominium property by a unit owner(s) at any time for any purpose, nor shall unit owner(s) direct, supervise, or in any manner attempt to assert control over the employees of the Association management company except the management company or the President of the Board.

16. A visitor shall NOT be categorized as such after they have resided on the premises in excess of 90 days.

B. Notification Requirements – a guest with a vehicle which will remain on property in excess of 14 days will be required to register their vehicle with the Board of Directors.

C. UNDER NO CIRCUMSTANCE SHALL UNIT HAVE VEHICLES IN EXCESS OF TWO DULY REGISTERED VEHICLES.

17. The recreation facilities of the condominium shall be used in accordance with the rules and regulations of the Board of Directors of the Association.

#### **17.1 POOL AND CLUBHOUSE RULES**

A. Hours are from 7:00 AM until 11:00 PM every day. Maintenance personnel will attempt to treat/clean pool in hours when pool in least demand.

B. Maximum capacity of the pool is twelve (12) persons by Health Department regulation. Unit occupants have priority in use of the pool.

C. Infants or other not-toilet trained children must wear diapers covered by plastic or rubber protective pants with elasticized legs and top bands to prevent pollution of the pool. Parents are responsible for clean-up and restoration of the pool to normal sanitary conditions in the event of an accident.

D. Children under twelve (12) years of age must be accompanied and supervised by an adult (eighteen (18) years of age or older) when using the swimming pool or clubhouse, or when they pass the security gate. No groups of young people ages 13-18 be allowed in the clubhouse or pool without adult supervision unless approved by the Board.

E. No animals, bicycles, skates, skateboards, or other such objects are permitted beyond the gate to the swimming pool area.

F. No glass containers are permitted in the pool area. Refuse must be placed in trash containers.

G. Shower before entering pool.

H. No more than three (3) large floats are permitted in the pool at the same time. Flippers, wet suits or scuba gear are not permitted in the pool. An exception is made for small children with body floating devices.

I. No roughhousing or ball playing in pool or on pool deck.

J. Radios, tape decks and similar audio equipment should be used in a responsible manner, and the volume should be kept low as to not disturb others at the pool. We have a TV on the porch at the clubhouse, if used take the cover off the fans are in the top of the TV and be responsible to shut it off and put the cover back on.

K. Swim at your own risk – NO LIFEGUARD ON DUTY.

L. The pool is for the enjoyment for all, and use is restricted to permanent occupants and guests.

M. Pay attention to the Pool Rules including no diving, keeping the gate closed, putting umbrellas down and putting furniture back where it belongs, picking up after yourself and dump your trash. The same thing goes for the clubhouse use.



18. No dogs may be brought onto or kept within the condominium unless they are for service or comfort dog and appropriate paperwork has been provided to the Management Company. A doctor's approval on the comfort dog and a licensing on the service dog that they have been through full training.

18.1 Do not put any food outside of unit for stray animals and **do not feed the alligators**. Especially make sure your young children are aware of the danger. We live in a preserve and have many different species of animals so do not feed any of them.

18.2 Unit owners may have no more than two pets (2) pets per unit meaning cat, bird, fish. No dogs unless it is regulated by service dog or comfort dog paperwork.

## 19. UNIT OCCUPANCY

19.1 Unit occupancy of a unit for residential purposes shall be defined as one or two or more persons, or one or two adults and any children related to either such adult sharing a unit who are living as a single housekeeping unit. The unit size should determine how many occupants.

19.2 Condominium units may not be rented or leased for a period of less than twelve (12) months. No more than two (2) lease approvals will be granted to any unit during any twelve (12) month period. Subleasing is not allowed. A two year waiting period is imposed before the unit is eligible to be leased.

19.2 (a) Owner and or lease must be in good standing, both financially and free of outstanding complaints and up to date on maintenance fees or it cannot be leased.

19.3 Application must be made by the unit owner and approved by the Board of Directors prior to renting or leasing of any condominium unit. A copy of the lease or rental agreement shall accompany said application. Said application should be an Association approved form and is to be processed by the property management the company or go on our website DollyBay.com to get the forms Allow up to fifteen days for processing.

19.3(b) Sale of a condominium unit is subject to Association approval. Unit occupancy must comply with rules and regulations stated with article 22 and all subsections, and an application form shall be completed to provide essential data needed for Association records, and an initial orientation interview must be attended.

19.3(c) A \$100.00 fee is assessed for the initial orientation and is applicable to any new resident (owner/tenant) of the Association .there is a \$50.00 per person for a background check for any new owner or tenant and an interview with a Board member(s) Mandatory!.

20. The Clubhouse is available for reservation to all unit owners and/or their lessees for private party use. Reservations should be made in advance through the property management company. A deposit of 2 fifty dollars (\$50.00) checks is required at the time of reservation and one check is refundable if the clubhouse is properly maintained/cleaned after the event including emptying all trash. Cost of any damage or cleaning by maintenance will result in said cost being deducted from the deposit.

20.1 Smoking is prohibited in the Clubhouse at all times and a limit by the Fire Department how many occupants (41) will be in the Clubhouse at one time is open for public use.

20.2 Booking of clubhouse does not include booking of pool and pool area. Footwear and shirt must be worn in the clubhouse all times along with shoes required in the bathrooms. Clubhouse hours are 9 am until 10:00 pm.

21. Those unit owners who violate these rules shall be responsible for all costs incurred by the Association, including court costs and reasonable attorney fees incurred in the process of rectifying the noncompliance. These costs shall also include the removal of all articles, vehicles, and substances from the condominiums property which were placed thereon in violation of these rules. Renters and/or lessees may also be subject to eviction for violations.

22. The Board of Directors shall be advised of all installations of water softeners and purification systems and that they are installed correctly by a licensed company.

23. Individual actions or representations of the Board members are not authorized or binding on the Association except when expressly authorized or directed by the Board, The Rules, By-Laws, Articles of Incorporation of the Condominium Documents. Anyone seeking an interpretation of these rules should submit their request to the Board of Directors in writing.

I have read and agree to abide by the Rules and regulations of Dolly Bay Condominium Association.

Signature – Owner/Renter

Date:

Signature- 2<sup>nd</sup> Person

Date:

Board Member-

Date:

Board Member-

Date: