# RULES AND REGULATIONS OF OAKRIDGE "V" CONDOMINIUM ASSOCIATION, INC.

- 1. RULES FOR UNIT OWNER PARTICIPATION IN BOARD OF DIRECTORS (referred to as Board) MEETINGS, BUDGET COMMITTEE MEETINGS AND MEETINGS OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD:
  - a. Right to Speak:
    - To the maximum extent practicable, the posted Board meeting agenda for each meeting will list the substance of the matters and actions to be considered by the Board.
    - Association may utilize, if it so chooses, to refer to and use the shortened and abbreviated version of Robert's Rules of Order
      to govern the conduct of any meeting, when not in conflict with the declaration of condominium, the articles of
      incorporation or the bylaws.
    - After each motion is made and seconded by the Board members, the meeting chairperson will first allow a director and thereafter unit owner participation regarding a motion on the floor. This time may be limited depending on the complexity and effect of the Association. In no event will the right to speak exceed three (3) minutes. The chairperson shall have the sole discretion to reduce or extend the time to speak, without recourse, as to chairperson's decision.
    - Unit owner participation will not be permitted after reports of officers or committees unless a motion is made after the report or the chairperson determines that it is appropriate or is in the best interest of the Association.
    - A unit owner wishing to speak must first raise his/her hand and wait to be recognized by the chairperson.
    - While a unit owner is speaking, he/she must address only the chairperson; no one else is permitted to speak at the same time.
    - A unit owner may speak only once for not more than three (3) minutes and only on the subject or motion on the floor.
  - b. The chairperson, by asking if there is any objection and hearing none, may permit a unit owner to speak for longer than three (3) minutes or to speak more than once on the same subject.
  - c. Only directors may object to a person speaking longer than three (3) minutes or more than once and said objection to be decided by a Board vote.
  - d. The chairperson will have the sole authority to see to it that all unit owner participation is relevant to the subject or motion on the floor.

### 2. RIGHT TO VIDEO OR AUDIOTAPE MEETINGS:

- a. At least 24 hours advanced written notice shall be given to the Board by any unit owner or director desiring to use any audio/video equipment to record a meeting, and must receive authorization from the Board.
- b. The Board has sole discretion by majority vote, to allow or disallow use of audio/video equipment in any meeting.
- c. Equipment and devises authorized for owners to use at any meeting must not produce distracting sound or light emissions.
- d. Audio and video equipment will be assembled and placed in a location acceptable to the Board or committee before the beginning of the meeting.
- e. Any videotaping or recording of meeting will not be permitted to move about room to facilitate the recording.

# 3. PARKING SPACE ASSIGNMENT/CARS AND PARKING:

- a. The Board has sole discretion to assign and reassign the use rights to parking spaces within the Association.
- b. No owner and/or occupant or other guest or invitee has the right to use any space not assigned to a specific unit without the specific written approval of the Board.
- c. Any request to exchange a parking space must be submitted to the Board for approval in a form provided by the Board.
- d. No vehicle which can not operate under its own power shall remain on Association premises for more than twelve (12) hours.
- e. No repairs except emergency repairs shall be made on the property.
- f. No cars are to be backed into parking spaces anywhere in CVE.
- g. No campers, commercial trucks, boats, etc., are allowed and must be parked off-site.

## 4. EXTERIOR OF CONDOMINIUM PROPERTY:

- a. To maintain harmony of exterior appearance, no one will make any changes, place anything on, affix anything to, or exhibit anything from any part of the condominium or Association property, which is visible from the exterior of the building or from the common elements, without the prior written consent of the Board.
- b. There shall be no exterior radio, television, or data reception antenna, or satellite dish, or similar such product or any exterior wiring for any purpose installed on any part of the common elements of the Association without the prior and specific written consent of the Board.
- c. Nothing can be thrown, draped or hung over any railing, catwalk, or any other part of the Association and nothing can be stored, placed or otherwise left on any common area of the Association, including, but not limited to, welcome mats, furniture, plants, plant potholders, or articles of any type.

### 5. LOUD AND DISTURBING NOISES:

a. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, MP3 players (i-pods), compact disc players, stereos, singing, and playing of musical instruments and all similar type of sounds will be regulated to sound levels that will not disturb others. If noise-producing items are used on any part of Association property or on the common elements they must be used only with earphones.

### 6. GUESTS/OCCUPANTS:

- a. Any unit owner in residence may be allowed guests for up to 2 weeks at time / 30 days max in one year. Board requires written notification of the following at least 10 days in advance of the guest(s) arrival:
  - Full names and ages of all guests
  - Gueste permanent address, home telephone and cell phone
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  - Dates of stay (from-to)
  - Any other information the Association may require.
- b. Any unit owner in residence may be allowed guests 18 years of age and older for a longer period. However, those requesting to stay longer will be deemed occupants and are required to file an Occupancy Application package (fee required) to the Board or its designated agent and receive written permission by the Board prior to occupying unit.
- c. Any unit owner NOT in residence may be allowed occasionally to have family member guests stay in the unit for 2 weeks at a time / 30 days max in one year. Same written notification/permission is required as in 2 a. Unless the owner will be in residence during guest visits, no guests are allowed beyond this time frame.
- d. The Board reserves the right to revoke guest privileges at any time. Upon notification by the Board privileges have been revoked, guest(s) must vacate the property immediately.

## 7. PROHIBITED ACTIVITY/INCREASE INSURANCE:

a. Nothing will be done or kept in any unit or in the common elements that will increase the rate of insurance on the building or contents of the building without the prior written consent of the directors. No owner will permit anything to be done or kept in the owner's unit, or in the common elements, that will result in the cancellation of insurance on the building or the contents of the building, or that would be in violation of any law or building code.

## 8. MOVING AND REQUIREMENT:

- a. Persons moving furniture and other property into and out of units must take place between the hours of 8:30 a.m. and 6:00 p.m. only. Moving vans and trucks used for this purpose will remain on condominium property only when actually in use. Owners/occupants must ensure contractor, mover, delivery persons, etc., protect all surfaces of elevator.
- b. Unit owners may be required to place a security deposit with the Association before commencing any movement of \$300 to cover any damages that may be done to the condominium property by any mover or other agents of the unit owner. Unit owners will be responsible for any damage above and beyond the security deposit.

## 9. WORK HOURS:

a. Repair, construction, decorating, or remodeling work will be done on Mondays through Saturdays between the hours of 8:30 a.m. and 6:00 p.m. only, and the rules for contractors, subcontractors, etc., must be complied with.

### 10. PET/ANIMAL POLICY:

- a. NO DOGS will be approved in Oakridge V unless required under ADA/FHA.
- b. Any unit owner or other requesting approval of a pet/animal must submit Oakridge V Pet/Animal Request Form and all required attachments to the Board and receive written approval **PRIOR** to the pet/animal being allowed anywhere in or on Association property.
- c. With exception of those legally required, no other pet/animal is allowed to walk or be walked at any time outside a unit on condominium property and must be fully contained and enclosed within a pet/animal carrier when outside the unit at all times when on any and all limited common and common association property.
- d. NO ANIMAL is allowed outside of the resident's unit at any time unattended.
- e. For legally required and approved dogs, the back lawn of the association property, not to exceed the sides of the physical building, is currently designated for dog waste discharge. Owner will be responsible for using that area ONLY and be responsible for cleaning up and ensuring all waste is removed from Association property and properly disposed of in a waste container or the unit owner's own waste container. ADA Working Service Animals will be harnessed, leashed or tethered at all times when on any and all limited common and common association property, including when using the back lawn for waste discharge. All FHA assistance dogs must be fully contained and enclosed within a pet/animal carrier when outside the

2 05/14 unit at all times when on any and all <u>limited common</u> and <u>common</u> association property, including to transport approved dog to the back lawn for waste discharge, during which time the dog must be harnessed, leashed or tethered at all times.

- f. If a pet/animal is being requested due to impairment and/or disability the applicant may be required to submit medical documentation from a Florida licensed physician documenting the disability and/or the need for the pet/animal. Additionally, the applicant may be required to execute an authorization allowing the Board and/or its legal counsel, to obtain medical records directly from the medical practitioners substantiating such disability and/or need for the pet/animal. All information acquired by the Association will be kept confidential.
- g. The pet/animal owner shall be required to execute a <u>document agreeing to fully indemnify and hold harmless</u> the Association, the Board, its officers and employees and agents from any and all claims arising out of the ownership or presence of the pet/animal while on Association property and further fully agree to completely reimburse and pay any and all claims due to injury or property damage brought as a consequence of any action of a homeowner or a pet/animal owner's pet/animal causing such damage.
- h. Unless waived by the Board, the pet/animal owner <u>must maintain a liability insurance policy</u> to cover and protect any injury and/or damage arising from the ownership or presence of the pet/animal on the Association property.
- i. Owners will not allow any pet/animal to become a nuisance or interfere with the peaceful enjoyment of the other members of the Association, such as barking, flying unconfined, unattended and untethered, etc.
- j. All unit owners and pet/animal owners will be responsible for ensuring the pet/animal does not exit the unit at any time nor have the ability to interfere with or cause harm to any Board member and/or Association agent when exercising their legal right to enter a unit at any time deemed necessary and as further outlined in the controlling documents of this Association.
- k. The Association may revoke the right for a unit owner or occupant to maintain a pet/animal at any time with written notice and demand that the pet/animal be removed. Upon receipt of such the pet/animal will be permanently removed from the Association property and common elements within seven (7) days with the unit owner and pet/animal owner verifying in writing that said pet/animal has been removed.
- 1. The Board has sole discretion and authority to deny or restrict, for any reason (i.e., including but not limited to size, breed, type, etc.), an applicant's request to have a pet/animal. No other person may bring or allow a pet/animal to be brought into or onto Association property or on or in any unit or the grounds of Century Village East, be it a relative, heir, guest, contractor, agent, invitee, at any time for any reason.

#### 11. TRANSFER OF INTEREST IN UNIT:

a. The Board in receiving and considering any application for the sale, lease or other transfer of interest in a unit may take into consideration and use as a denial of such transfer if it chooses to do so, any evidence that the applicant or transferee is a convicted felon, is a registered sexual offender or sexual predator, has filed for bankruptcy or been discharged in bankruptcy at any time, has insufficient financial means to meet the financial obligations of an occupant/owner, has a poor credit history, has been litigious, has been involved in any type of a foreclosure proceeding or has had a placement of liens by any entity or agency lodged or filed against them, been subject to evictions, personal or business, does not meet the applicable age restrictions, where an application on its face evidences violation of the covenants and restrictions of the governing documents of the Association and for other reasons which may not be illegal, arbitrary, capricious or unreasonable; in no event shall the Board be required to set forth the cause for such disapproval of an applicant for sale, lease, occupancy or other transfer of an interest in a unit.

# 12. SMOKING:

a. The Association has determined in the best interest in the health and welfare of the members of the Association that smoking is a source of unreasonable annoyance and a health hazard which can interfere with the peaceful possession and use of the condominium property by the unit owners and approved occupants, guests and invitee. Therefore, there is no smoking allowed on the condominium property, limited or common elements thereof. Unit owners and approved occupants shall be responsible to ensure all of their guests, invitees or other persons coming to the unit abide by this reasonable rule.

#### 13. CONTRACTORS/RENOVATIONS:

- a. Renovations, including external changes, i.e., doors, windows, shutters, patio enclosures, etc. require actual city PERMIT (not application) displayed on front window prior to work commencing.
- b. Any and all permit work requires you provide the Board with copy of permit front page and Contractor's Certificate of Insurance showing Association named as Additionally Insured.
- c. New hard floor surfaces (except when laying carpeting or first floor unit) require specific sub flooring sound abatement material that has published Delta IIC minimum test rating of 20. Board approval required prior to sub flooring installation
- d. No work can be done on any common area, including the catwalk, laundry/storage areas, lawn, etc.

3 05/14

- e. Your contractors must protect the walkway in front of your unit and if elevator used to move tools, furniture, equipment/materials, etc., contractor must use protective covering on all surfaces of the elevator.
- f. Contractors must remove from the premises ANY and ALL debris from their work, including carpeting.
- g. You must call all individual contractors in at gate. For long-term work, security forms are available at ID office.
- h. ONLY insured service people can work on AC units on the roof. The roof hatch must be closed when work is completed.
- i. You will ultimately be responsible for any damages that may occur to the building as a result of your, your contractor or guest actions. The Association will bill you directly for any and all cleanup, repairs, etc.

### 14. PART-TIME RESIDENTS/VACANT UNITS:

- a. Part Time Residents: Any owners away from unit for more than 2 weeks:
- b. Owner must obtain a professional Condo Sitter to check unit at least weekly and be on call if problems occur.
  - i. Condo Sitter's business card must be visibly displayed on front window at all times.
  - ii. Board or neighbor will contact Condo Sitter to report problem, i.e., leak into your neighbors unit below.
- c. A/C must always be left on 80 degrees or lower to avoid condensation, mold, mildew.
- d. Unit main water supply (back of building) must be turned off.
- e. If motor vehicle is left on site during absence, vehicle key must be left with Board during absence as emergency or building work may require it to be moved. Board is held harmless for any issues arising from having to move a vehicle.

### 15. SANITATION:

- a. NOTHING can be kept in storage area outside storage bins except two (2) bikes and one (1) folding shopping cart per unit.
- b. All trash must be in a tied, plastic bag before placing in garbage chute.
- c. See proper use of all sanitation receptacles information on bulletin board or request it from Board or designated agent.
- d. Place bulk trash on blacktop in front of building in designated BULK TRASH area on Monday for pickup Tuesday.

#### 16. PERSONAL DATA SHEET:

a. A Personal Data Sheet must be provided to the Board upon request with current information, some of which may be required by law under Florida Statute 718 or under these Rules and Regulations of Oakridge "V" Condominium Association, Inc.

## 17. TOWING:

- a. No owner(s) or approved occupant(s) shall park any vehicle in any space other than assigned to them. No vehicle will remain inoperable and remaining on Association property at any time. No recreational vehicles, campers, motor homes, buses, extraordinarily large trucks, commercial vehicles and the like are allowed to remain on Association property without specific written approval of the Board. However, people who are moving are allowed to have a moving van or truck on the premises for no more than twelve (12) hours.
- b. Violators are subject to having the vehicle towed. The Association shall give advance written notice of violation and request immediate compliance and if not compliance is not completed in the time specified by the Board, then the Association may, at the unit owner or vehicle owner's expense, have the vehicle towed and removed from Association property. All expenses attendant to that process including any reasonable attorney's fees incurred by the Association will be the expense of the unit owner and/or vehicle owner, without recourse to the Association or any of its directors.

These rules & regulations do not purport to constitute all of the restrictions affecting the condominium and common property, and they may be amended from time to time. The Board, at its sole discretion, may make any exceptions to rules & regulations upon application and vote by the majority of the Board. Please reference condominium and Association documents as needed. Each unit owner/resident is responsible for providing these rules & regulations to all individuals coming on property and ensure compliance.

4

05/14