

REVISED

RULES AND REGULATIONS

MAY, 2012

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Rules & Regulations

The following guidelines are stated to familiarize the residents of Association IV with some of the more general Rules and Regulations. Understanding these Rules and Regulations makes for a more harmonious community and prevents misunderstanding. If you have any questions regarding the following guidelines, please contact the Management Company for clarification.

These Rules and Regulations have been approved by the Board of Directors, and shall remain in effect until amended by the Board of Directors.

1. Association's Units – General Information

- When a unit is closed up for a period of time, it is the responsibility of the unit owner and not the Association or any of the Association's vendors/contractors to insure that inside of the condo remains free of any problems. *(Including situations brought about by possible break-ins, appliance malfunctions, water leaks, pest infestations, etc.)*
- Unit owners should notify the Management Company in writing of the name and telephone number of any individual who is considered the unit caretaker during an owner's absence.
- When a resident is leaving a unit empty for 72 hours or more, it is suggested that the water in that unit be turned off.
- As stated in the Association Documents, unit owners are responsible for repairs to their personal property, whether from water leaks, misuse, etc. *(Personal property includes, but is not limited to, paint, wallpaper, carpets, outside door and lanai glass and/or screens.)*
- The Association is granted by Florida Statute the irrevocable right of access to each individual condominium unit for maintenance or emergency conditions. Every unit owner is responsible for any damages incurred if forcible entry is deemed necessary for an emergency.
- All requests for service or notification of a problem must be communicated directly to your Management Company.

2. Changes or Alterations of Exterior of Buildings or Unit

- Permanent changes or alterations are not permitted on the exterior of a building or unit.
- Replacement of screen/storm doors must have prior authorization from the Management Company to assure correct Board approved door models are installed.

3. Maintaining Appearance of Outside of Building or Unit

- Changes or alterations are not permitted to lawns, shrubbery or other established exterior of a building or unit. *(This includes, but is not limited to, Association non-approved changes or alterations such as trees, shrubs, or flower plantings, hanging flowers, patios, or birdbaths.)*
- Laundry, swimming apparel, beach or pool accessories, blankets, pillows, and other such items or apparel must not be maintained, even for short periods of time, outside of a unit or building.
- A unit's lanai must be maintained so that its appearance from the outside appears organized and orderly. *(Inside sunshades should not be visible if in need of repair.)*
- A unit's front screen/glass door or back lanai must not be in need of repair *(torn screening, chipped paint, rust, cracked glass, or noisy closure.)*
- Halls, stairways, and landings are for access to and from the units and must not be obstructed in any manner. *(This includes, but is not limited to, items such as plants, planters, bicycles, trash, and water jugs.)* Owners are responsible to make sure that any contractors working for them do not obstruct halls or sidewalks, and promptly clean up any construction debris.
- Personal items are not allowed to be stored on common ground, with the exception of bicycles which may be stored under the stairwells.
- Unit owners are held responsible for the costs of any damage or repairs to the Association's property where the Board feels the resident's negligence/misuse caused the problem.

4. Residents with Pets

- Two small household pets are permitted per unit with a mature weight of less than 40 pounds each. New residents must submit vaccination verification, proof of weight, a picture and breed of animals prior to being approved by the Board. No pit bulls or rottweilers will be allowed.
- On common property, all pets must be on a leash that is held in the owner's hand at all times.
- Pet feces must be picked up immediately and be properly disposed of.
- A pet that creates a nuisance to the Association or resident(s) will not be permitted.
- Pets are not permitted in the Recreation Clubhouse or pool areas.

5. Parking

- All residents must use only that carport assigned to the address where they live.
- Only non-disabled vehicles with current license tags are allowed to park as authorized on the Association's common property.
- Vehicles must not be parked over the sidewalks.
- Damage to an assigned carport is the responsibility of that unit's owner. *(This includes, but is not limited to, leaks of any oil, transmission, brake or anti-freeze fluids.)*
- Pickup trucks and vans are allowed to park under an assigned carport, if not otherwise prohibited.
- Any vehicle longer than 18.5 feet and/or higher than 7 feet must not park under the assigned carport.
- Commercial vehicles, trailers, campers, recreational vehicles, boats, or similar vehicles are not permitted to remain upon any portion of the condominium property. A "commercial vehicle" is interpreted as any vehicle that shows or tends to show any commercial markings, signs, displays, equipment, inventory, apparatus or which otherwise indicates a commercial use. *(This includes vehicles that are used to store or carry tools, equipment, inventory, cargo or other material used in commerce, and pickup trucks with a carrying capacity of one (1) ton or more.)*
- Vehicles parked in violation of the rules will be towed following an attempt to give one (1) reasonable notice to the vehicle owner.
- All expenses incurred in towing a vehicle will be the responsibility of the vehicle's owner.

Parking for Residents with Two (2) or More Vehicles

- A resident may park a second vehicle in any open visitor spot at the end of the buildings.

Parking in Another's Assigned Carport

- No one other than the resident assigned to a carport may use that carport without proper authorization.
- Before using another unit owner's assigned carport, a resident (unit owner or signed lessee) must have current written permission from the owner of the other carport, that has been approved by the Board and on file with the Management Company. *(A resident using another's carport also accepts all liability and/or damage to that other carport area.)*
- Vehicles parked in violation of this procedure will be towed following an attempt to give one (1) reasonable notice to the vehicle owner.

- All expenses incurred in towing a vehicle will be the responsibility of the vehicle owner.

6. Pest Control Program

- Condo IV Association maintains a contract for exterior monthly pest control.
- The Condo Association's contractor will provide interior pest control if a resident has any rodent or pest control problems. The resident must call and notify the Management Company immediately so the pest control company can properly service that unit.

7. Subterranean Termite Control Program

- Our subterranean termite control program is serviced through a different company than our interior pest control company.
- This pest control company inspects the exterior of the buildings on an annual basis.
- If a resident suspects a subterranean termite problem, they must call and notify the Management Company immediately so the pest control company can inspect and properly treat the problem.

8. Barbecue Grills and Fireplaces

- The use of barbecue grills is strictly governed by the County and State fire laws. Barbecue grills must not be used inside of the lanai or unit (containing an open flame).
- Barbecue grills must only be used outside of the building and be far enough away from the building to prevent smoke or odor from entering into other occupants' units.
- Barbecue grills may be left outside only for a reasonable "cool down" period before storing inside the lanai or unit.
- Fireplaces must be properly inspected prior to using.
- Fireplaces must not be used for trash burning or burning of other items that emit an obnoxious or offensive odor.
- To minimize termite problems, firewood must not be stored on lanais or on any common ground outside the units.

9. Refuse / Trash Disposal

- All refuse must be placed in plastic trash/garbage bags tightly sealed and deposited in one of the two (2) dumpsters located at the end of buildings 1 and 2 on Martha Lane.
- The sanitation company presently picks up the trash twice weekly.
- Large boxes and cartons must be broken down before putting in the dumpster.

- Nothing must be left outside of the dumpster as the sanitation company will not pick it up.
- Large items (such as pieces of furniture, doors, carpet, cabinets, sinks, etc.) may not be placed in a dumpster. It is the responsibility of the unit owner to properly dispose of those items off-site. It is also the unit owner's responsibility to require contractors to remove similar large items from the condominium property.
- If it is necessary for the Association to remove those items, the unit owner will be charged for the expense incurred. This rule is strictly enforced.

10. Recreation Center Facilities

- Each unit owner is provided with and is held fully accountable for one (1) special key, stamped with the unit's number, that will allow entrance to the Recreation Center's Clubhouse, pool, and restrooms, as well as Condo III's pool.
- Only the manufacturer can duplicate this security system key. If the key is lost for any reason, there will be a charge of \$50.00 for a replacement key that the unit owner must order through the Recreation Center's Management Company.
- Under no circumstances must the special Recreation Facilities key be given to a non-resident of Association IV.
- Residents must always accompany their guests in using the recreational facilities, and everyone must follow the rules as posted at the pool and Clubhouse.
- The Clubhouse is available for use from 8 a.m. to 11 p.m. There is a library built up through donations of new and used books. A pool table is also in the Clubhouse and anyone wishing to play pool must supply their own pool balls and cue sticks.
- The enclosed pool area is open from dawn to dusk, weather and maintenance permitting.
- The recreation management company must authorize use of the Clubhouse for any private party. A resident must make reservations for a private party by following the proper procedures posted on the bulletin boards. A deposit is required and will be returned if, after inspection, the Clubhouse property is determined to be in good condition. Otherwise, the Board will retain the deposit and put it toward restoring the property to its pre-party condition. The resident who reserved the Clubhouse will be responsible for the balance of the restoration cost. After use of the facility, it is the responsibility of the resident to clean up and remove any trash.

11. Authorized Use of a Unit by Non-Owner

- This procedure is in effect for either owners or their agent in selecting any occupant for the owner's unit, including family member(s) or friend(s).
- This procedure is applicable to both rental-fee contracts as well as non-monetary agreements with an occupant.

- The Board of Directors requires a personal interview with all applicants prior to occupancy at a time and place selected by the Board.
- As provided in our Documents, the owner and/or their agent of a unit, must ensure that the new occupant completes an application prior to occupancy. This application, along with a check for the application fee, must be submitted to the management Company fourteen (14) days prior to occupancy. A Board member will contact the prospective occupant for an interview. A background check will be done by the management company.
- If the new occupant is a member of the family of the owner, the fee will be waived and only a completed application is required before occupancy. The owner is responsible for the actions of the occupant.
- If a non-owner occupant returns to a Condo IV unit in the following years and the application fee is on record as having been previously paid, only a new completed application is necessary.
- It is the unit owner's responsibility to ensure this procedure is properly followed, whether occupied through the owner's agent or through the owner.
- The minimum occupancy period for a non-owner, per Condominium documents, is for a ninety (90) day period. The "Tourist Tax" must be charged and paid by the owner to the County on any fee-based occupancy of six (6) months or less.

12. Consideration for Other Residents

- Televisions, radios, stereos, etc., whether inside or outside on common areas, must be maintained at a reasonable audio level to assure the comfort of all residents.
- Any practices or use that is a source of nuisance or annoyance to residents will not be permitted.
- Residents are fully responsible for the actions of their guests/visitors whenever on Association property.
- Speeding vehicles, racing of engines, "burning rubber", or unnecessary use of vehicle horns will not be tolerated.
- Feeding or harassing any wildlife is prohibited on any of the Association's common property, including the pond.
- Vehicles must not be repaired or maintenance performed at any time in any of the Association's area, including the Recreation Center area or parking lot.

13. Delinquent Account Procedures

- If a unit owner has not paid Maintenance Fees and/or Special Assessment Fees by the 15th of the month it was due, a "Late Notice" will be mailed out.
- If a unit owner has not paid Maintenance Fees and/or Special Assessment Fees by the 45th day after the first of the month it was due, a certified "Notice of Intent to Lien" will be mailed out.
- If a unit owner has not paid Maintenance Fees and/or Special Assessment Fees by the 10th day after the certified "Notice of Intent to Lien" letter is received, the collection will be handed over to the attorney.
- Once it becomes necessary to record a lien, the unit owner is responsible for the accruing interest on the delinquent amount, along with court costs and legal fees. And, if not paid in full, foreclosure proceedings may be commenced.