

# TOWNHOMES

# OF

# ORIOLE

# RULES &

# REGULATIONS



**JUNE 2011**

[www.TownhomesOfOriole.com](http://www.TownhomesOfOriole.com)

# Table of Content

<b>Introduction .....</b>	<b>3</b>
<b>Map .....</b>	<b>4</b>
<b>Resident Responsibilities .....</b>	<b>5</b>
<b>Maintenance Requests .....</b>	<b>5</b>
<b>Architectural.....</b>	<b>6</b>
<b>Assessments .....</b>	<b>8</b>
<b>Rules for Individual Property Lines.....</b>	<b>9</b>
<b>Pets.....</b>	<b>10</b>
<b>Common Courtesies .....</b>	<b>11</b>
<b>Common Areas .....</b>	<b>12</b>
<b>Trash Disposal .....</b>	<b>14</b>
<b>Vehicles &amp; Parking.....</b>	<b>15</b>
<b>Unit Files &amp; Selling/Purchasing .....</b>	<b>17</b>
<b>Violations, Sanctions &amp; Fines.....</b>	<b>18</b>
<b>Violations &amp; Interpretative Rulings .....</b>	<b>18</b>
<b>Rules and Regulations for Inspection of Association Record.....</b>	<b>25</b>

# Introduction

The following rules, guidelines and description of Association services are provided for all of our mutual enjoyment of life at the Townhomes of Oriole. The rules are common sense *rules for living* that must be enforced in order to insure that each of us enjoys a pleasant and safe life here. As your unit is attached to your neighbors, please keep in mind that living in a townhouse association is not the same as living in an individual residence. The rights of other owners need to be respected, as well as, you have a right to expect that they respect yours,

The rules are approved by, and amended from time to time by your Board of Directors to ensure that our by-laws are enforced, thereby providing everyone the same rights and amenities. The guidelines recommend some, but not all of the actions we can take in order to make life here more pleasant.

In the following pages, the word *resident* refers to Owners and anyone who legally resides here.

Common areas of Townhomes of Oriole such as, but not limited to, the basketball court, the pools, the playground, parking areas, etc., are for use of all residents, and used at each individual's own risk.

The Townhomes of Oriole Association, Inc. assumes no liability for injury to any person, or damage to any property in association to common area usage, unless the Association is grossly negligent or intentionally inflicts harm against any person or person's property. Each resident is responsible for their own, as well as that of any of their guests' actions. Practicing what is presented in the following pages will ensure a safe and enjoyable life at Townhomes of Oriole.

As the needs of our community change, each resident should raise any new concerns that need to be addressed. Suggestions on rules and guidelines, as well as Association services should be forwarded in written form to the

Board of Directors  
1401 NW 800' Avenue,  
Margate, FL 33063.

The rules will be enforced, in accordance with the Association's Documents, after noticing homeowner of the infraction.

Townhomes of Oriole  
Board of Directors  
[www.townhomesoforiola.com](http://www.townhomesoforiola.com)

# Map



## TOWNHOMES OF ORIOLE

1	1021 NW 80th Ave	A-F	20	1505 NW 80th Ave	A-I
2	8095 NW 80th Ave	A-H	21	1521 NW 80th Ave	A-H
3	8090 NW 10th Court	A-I	22	1535 NW 80th Ave	A-I
4	1051 NW 80th Terrace	A-I	23	1523 NW 80th Ave	A-J
5	8071 NW 10th Court	A-I	24	1605 NW 80th Ave	A-I
6	1061 NW 80th Ave	A-J	25	1625 NW 80th Ave	A-J
7	8070 NW 11th Street	A-H	26	1705 NW 80th Ave	A-J
8	1105 NW 80th Terrace	A-I	27	1727 NW 80th Ave	A-I
9	8081 NW 11th Street	A-J	28	1739 NW 80th Ave	A-J
10	1151 NW 80th Ave	A-H	29	1629 NW 80th Ave	A-J
11	8090 12th Street	A-J	30	1527 NW 80th Ave	A-J
12	8091 12th Street	A-J	31	1531 NW 80th Ave	A-I
13	8090 13th Street	A-I	32	1533 NW 80th Ave	A-F
14	8091 13th Street	A-H	33	1633 NW 80th Ave	A-H
15	1415 NW 80th Ave	A-H	34	1607 NW 80th Ave	A-G
16	1413 NW 80th Ave	A-G	35	1635 NW 80th Ave	A-J
17	1417 NW 80th Ave	A-I	36	1749 NW 80th Ave	A-I
18	1455 NW 80th Ave	A-J	37	1637 NW 80th Ave	A-H
19	1419 NW 80th Ave	A-J	38	1759 NW 80th Ave	A-J

# Resident Responsibilities

1. In an emergency situation, each Resident is responsible for contacting 911 should an emergency arise and you are witness to it. Please stay on with the 911 operator until help arrives as you may be given directions, which could mean the difference between life and death.
2. In a non-emergency situation, should a resident notice illegal acts taking place on the Townhomes property, such resident is responsible for calling the non-emergency police line to report such incident(s). Please be aware, these calls are strictly confidential. No one will ever be advised that you made the complaint; and such complaints can be done anonymously.
3. Any resident noticing damage or vandalism to any Townhomes property should report such damage to the Margate Police Department as soon as possible.
4. Any emergency maintenance problems occurring outside of normal business hours should be reported using the following numbers or our website,
5. The incident may also be reported to the Margate police officer performing community patrol.

Ambassador Management	954-741-8811 x208
FP&L	954-797-5000
BellSouth	954-203-2355
Police Non-Emergency	954-972-7111
City of Margate Water	954-972-0828
Website	<a href="http://www.townhomesoforiola.com/contact_us.html">www.townhomesoforiola.com/contact_us.html</a>

## Maintenance Requests

### Common Areas

Residents should report to the office items needing repair, such as, burned out light bulbs and any other *Common Area* problems. All repairs will be completed during normal working hours.

### Buildings

The Unit owners as a group are responsible for the general maintenance of their building; and the cost is shared between the owners. Repairs such as new roofs, painting, replacing gutters and drain spouts are coordinated through the Board of Directors. The normal process is a special meeting is held for the resident's of the building, and if/when approved a special assessment is assigned to each owner and the payments are separate fund.

### Individual Units

As noted in the Association Documents residents are responsible for arranging all repairs in their unit.

# Architectural

The following rules have been made in order to establish uniformity and proper maintenance of the exterior portions of all individual townhomes in order to give our community a well-groomed quality appearance.

**Trees** - Inside individual property lines:

1. No tree can be higher than the building.
2. No tree can touch the building.
3. If any tree(s) extend over the fence, it/they must be trimmed. No tree may hang over the walkway(s) / common areas.
4. Roots of trees cannot break up sidewalk.

## **Windows**

Any window with broken or cracked glass and or screens must be replaced immediately, including all sliding doors and Florida room windows.

All windows **MUST** have proper window coverings.

## **Patios**

For units with screened patios, screening must be kept in good repair. If you desire to remove your screening, you must also remove all frameworks that support same.

## **Hurricane Shutters**

The only types of shutters permitted are the removal panels with slide-in metal panels if installed prior to August 1, 2006 or if a new installation, the accordion type approved by The City of Margate Code Compliance Department. If you choose to use the *boarding up* method with plywood, you must properly install permanent anchors for them and have them painted the approved color for the exterior of the building. Failure to use the anchors will result in damage to the exterior of the building, which must be repaired within 48 hours of removing shutters. Failure to repair will result in the Association doing the repair for which you will be assessed at the highest amount legally allowed to us. All shutters must be removed within 24 hours of the storm warning being removed, and stored in a safe place within your property. These types of stored shutters *cannot* be kept in the frontcourt area or in common grounds near your back fence.

## Front and Back Yards

### Front Area:

The front yard *may not be used for storage* of any kind. No accumulation of debris, or anything that can cause a hazard to occur shall be permitted on an individual townhomes' property. It must be kept free of weeds and excessive overgrowth. If this area is not maintained (i.e., garbage, etc.); it will be corrected and *charged* to the unit owner.

**Fences:** - Each unit must maintain a *fence in front* of each unit. Each fence must:

1. Be either four feet (4') or five (5') high.
2. Stockade Style (No spaces between slats).
3. Be painted the approved color (formula available at office or website).
4. Have a gate that latches securely shut.
5. Be maintained in satisfactory condition (i.e. no missing, broken or rotted slats, no paint peeling).

**Areas Outside of Fence** - This area must be maintained as follows:

1. Hedges, foliage, and plants of any type may not exceed the height of the fence.
2. Must be kept free of weeds and excessive overgrowth.
3. Hedges, foliage, and plants must not infringe upon walkways in any way.
4. If this area is not maintained (i.e., garbage, etc.); it will be corrected and *charged* to the unit owner.

**Shutters, Trim and Front Door** - must be:

1. Painted the approved color (formula available at office).
2. Securely attached to the building.
3. In good repair and condition at all times.
4. Replaced front doors must be tasteful and not gaudy.
5. The Townhomes owners are responsible for their shutters, trim and doors.
6. The Official THO colors are posted on the website.

### Back Areas

**Fences** - Each unit that maintains a fence in back of their unit, the fence must be:

1. Six feet (6') high
2. Stockade or Shadowbox styles.
3. Painted the approved color (formula available at office or website)
4. Have a gate that latches securely shut
5. Maintained in satisfactory condition (i.e. no missing, broken or rotted slats, paint peeling)

## **MailBoxes**

Mailboxes are the responsibility of the individual owner. The owner is responsible their own locks. If your lock / key breaks you will need to see the mailman about opening your mail box. If the Association has to open your mail box there will be a charge. Proper ID MUST BE SHOWN prior to opening any mailbox.

## **Meeting Notices**

Townhomes of Oriole Board of Directors meetings and other official notices from the Board of Directors will be posted in all mail huts a minimum of forty-eight hours prior to the meeting. Please take the time to check for any announcements. *No postings* are permitted unless approved by the Board of Directors.

Meeting Notices will also be posted on the website.

# **Assessments**

Maintenance and any Assessments fees are due on the first (1st) day of each month. Any payments not received by the midnight of the fifteenth (15<sup>th</sup>) day maintenance fees will be charged a late charge. All payments should be made payable to The Townhomes of Oriole and mailed in accordance to the instructions on the coupon.

1. Late charges in an amount not to exceed the maximum allowable by law will be added to your ledger. The current rate is five dollars (\$5.00).
2. A late notice is sent if payment is not received by the 15<sup>th</sup> of the month, at 60 days a Final Balance Notice is sent and after 5 days, on the 65<sup>th</sup> day the delinquent account is sent to the collection attorney.
3. Failure to comply will result in
  - a. All fees for the remainder of the calendar year becoming due and payable upon request.
  - b. Your ledger being turned over to our attorney for collection at the homeowners expense.
  - c. Notice of Lien - Lien proceedings will commence upon Notice of Lien.
  - d. Notice of Foreclosure on the property. Foreclosure of the property by Court Order.

All of the above-mentioned remedies will be carried out within the shortest possible time frame. Allowed to us by law. All legal fees incurred for the procedures listed above will be added to the delinquent amount of the party concerned. Failure to pay these legal fees will result in the same actions being taken.



# Rules for Individual Property Lines

1. Neither residents nor their guests will discard cigarettes, garbage or litter of any sort onto the common areas.
2. No garments, rugs, or other objects shall be hung from windows or fencing on the property.
3. No articles such as planters, flowerpots or boxes of any type may be placed on the outside of any window.
4. No structural painting or changes affecting the external appearance are permitted.
5. No household appliances or mechanical equipment may be placed and/or stored on the exterior of the units.
6. No resident shall cause, or permit anything to be hung, displayed or exposed on the exterior of a unit or common elements whether through or upon the windows, doors, or masonry of such unit
7. No signs shall be permitted. Open House, Garage Sale signs can be placed on fences during the open house but must be removed immediately after the event.
8. Under no circumstances shall the unit residents install any exhaust fan, air conditioning apparatus, television or radio antennas, satellite dishes, or any other items from any common areas of the exterior of a building. Satellite dishes may be installed only to the roof of the patio, to a pole that does not exceed the height of the back fence or In the front yard concealed from sight
9. No clotheslines, clothes racks or any other device may be used to hang any items on any window or anywhere on the common areas. Clotheslines are allowed as long as they are below the back fence line.
10. No improvements, additions, structures, or alterations to the exterior of any Townhomes unit are permitted. Requests for such must be made in writing and must be accompanied by copies of the appropriate plans, and approval of any and all of City Margate Building Departments or Broward County with jurisdiction over planned improvements. A copy of the Building Permit must be given to the Board of Directors to be included in Unit File.
11. No patios shall be enclosed or covered without completing the above. (Paragraph 11).
12. No resident shall install Hot tubs / Spas without first notifying and obtaining permission by the Board of Directors as only "normal water usage is covered in maintenance fees. Residents requesting such installation will be responsible for paying a "special assessment" for water to fill the apparatus. Should water usage increase significantly after installation, Resident would be responsible for a continuing special assessment for water. This includes any resident that already has such an apparatus installed.
13. "Normal" water usage is included in normal maintenance fees. "Normal" constitutes such things as showering, dishwasher, clothes washer, etc. "Excessive" water usage is not covered in maintenance fees. "Excessive" constitutes washing vehicles, sprinklers, children playing with hoses, etc. Should any unit resident be found consuming water "excessively", they will be assessed a special assessment for water. If a particular cluster is found to be consuming excessive water, and a particular resident cannot be sited for the overage, the entire cluster will be assessed this fee.
14. No unit property or patios shall be used for storage of any type.
15. No commercial or business occupations may be conducted on, or in the residential property. No resident shall permit such practices to be conducted within their residence. This does not include such things as "Tupperware" or "Mary Kaye cosmetic" parties, nor any occupations such as may

be conducted without "clientele" visiting the residence such as home typist, real estate, computer consultants, etc.

16. No resident shall use or permit to be brought into any unit, or stored on Townhomes property any inflammable oils or fluids such as kerosene, naphtha or benzene, or any other explosive or articles deemed hazardous to life, limb, or property.
17. Residents that own firearms must comply with all rules and regulations according to the laws of the United States, the state of Florida, Broward County, and the City of Margate.
18. No resident shall request or cause any employee of the Association to do any private work on their unit while on duty for the Association.
19. Any owner who plans to be absent from his / her unit during hurricane season, or for an extended length of time, must prepare unit prior to his / her departure by removing all furniture, potted plants and other movable objects from inside property line. Owner must also designate a responsible firm or individual to care for unit should the unit suffer damage of any sort. Such firm or individual shall be listed in the unit file as the emergency contact, and should also in turn contact the Association should the need arise for such care.

## **Pets**

1. No more than two (2) pets per unit are allowed on the private areas, provided that such pets are not being maintained for commercial purposes, and are not an unreasonable nuisance or safety hazard to other residents. Pets must be 55 pounds or less at maturity. *No* animal listed as a *vicious breed* is allowed to reside anywhere on Townhomes of Oriole property.
2. All pets must be registered and current with rabies vaccination records, and a Veterinarian's Weight Certificate. Copies of same must in on record in the office of the Association.
3. Pets are not allowed anywhere on the common elements unless on a leash and under the immediate and direct control of their owner. Failure to abide by the leash law will result in any or all of the following remedies: A fine of not less than \$50 per occurrence; Mandatory eviction of pet; Any other legal remedy available. Be advised that this is also a City of Margate Ordinance
4. Pet owners are directly responsible for cleaning up after their pet(s). Failure to clean up after your pet will result in a fine of not less than \$50 per occurrence. City of Margate ordinance.

Note: Residents that have had pets over these limits prior to 1/1/99 am excepted from this rule (providing the animal is not of a "viscous breed", however, upon the death or removal of such pet, you may not replace it with an animal that does not meet these specifications.

# Common Courtesies

1. No Resident shall permit any noise or odor that may be considered unreasonable, obnoxious or offensive to others to come from their property line.
2. No Resident shall carry out, or permit to be carried out, any immoral or illegal act, in their unit, or anywhere within the confines of the Townhomes of Oriole property.
3. No Resident shall conduct themselves, nor allow their guests to conduct themselves, in any manner that may be considered a nuisance to anyone else.
4. Noises that interfere with the rights, comfort, or quiet enjoyment of other Residents are not allowed at any time. Please take extra care to avoid making disturbing sounds between the hours of 11 p.m. and 7 am. *This Is a City of Margate ordinance.*
5. Entertainment devices (i.e. radio, TV's, musical instruments, etc.) must be played at a volume that does not disturb your neighbors.
6. Keep pets that make an excessive amount of noise secured inside, or quiet the animal.

Please note, complaints brought before the Board of Directors will be responded to on a priority basis, however, if the Common Courtesies continue to be ignored, and all mediation fails, those Residents violating these rules will be fined \$50 per occurrence.

# Common Areas

## Rules for all Common Areas

1. Residents and their guests are prohibited from discarding cigarettes, garbage, or any type of debris on any of the common grounds.
2. Use sidewalks when walking on common property. It is not permitted to walk on the grass.
3. Powered vehicles of any kind are prohibited on sidewalks and all other common ground.
4. No bicycles, scooters, skateboards, wagons, ride-on toys, toys of any kind, chairs, furniture, etc. may be left out on roadways, sidewalks, or elsewhere on the common elements.
5. Children are only allowed to play in grassy common areas, the playground, the pool area and the basketball court. Children are not allowed to play in parking areas at any time. If a child is found to be playing in the parking areas, the parent / guardian of said child will be fined \$50 per occurrence.
6. *THO partners with the Margate Police Department to patrol the community on a regular bases.* The law enforcement officers have all rights to question anyone in any common area. If asked you must provide any law enforcement officer with ID showing you to be a resident. Failure to provide such ID could result in arrest for trespass.
7. The consumption of alcoholic or illegal substance is strictly prohibited on any and all common elements. Townhomes of Oriole has signed a waiver with the local law enforcement stating this rule, and anyone caught violating this rule will be subject to immediate arrest.

## Basketball Court

1. The basketball court may be used by residents and their guests during daylight hours only. It is available on a first-come, first-served basis. If there are other residents waiting to use the court, there will be a
2. Anyone using the court must wear sneakers or soft-soled shoes.
3. Parking for the basketball court is located in front of the clubhouse only. Anyone parking anywhere else while using the court will be subject to immediate towing without notice, as well as be liable for any damages resulting from illegal parking.
4. Children are only allowed to play in grassy common areas, the playground, the pool area and the basketball court. Children are not allowed to play in parking areas at any time. If a child is found to be playing in the parking areas, the parent / guardian of said child will be fined \$50 per occurrence.
5. Law enforcement officers have all rights to question anyone in or on any common area. If asked you must provide any law enforcement officer with ID showing you to be a resident. Failure to provide such ID could result in arrest for trespass.
6. The consumption of alcoholic or illegal substance is strictly prohibited on any and all common elements. Townhomes of Oriole has signed a waiver with the local law enforcement stating this rule, and anyone caught violating this rule will be subject to immediate arrest.

## Swimming Pools

1. The pools may be used by residents and their guests during daylight hours only. Only one pool will be open during the winter months.
2. Entrance into the pool areas is accessible by key only. Additional keys may be purchased (\$25.00) to replace a lost key. (Note: If you are purchasing a unit, you must obtain the key from seller.)
3. No one under the age of 16 years is allowed at the pool without being accompanied by an adult over the age of 18. ID is required. If you are unable to provide proof of age requirement, you will be asked to leave. Failure to leave, will be considered a violation of this rule, and parent / guardian of said child will be subjected to a fine.
4. By use of the pools, you are agreeing to abide by these rules, as well as the posted rules. Any person must leave the pool area if requested to do so by a member of the Board of Directors, or any law enforcement officer.
5. No persons wearing diapers/disposable protection may use the pool.
6. All residents using our pools must consider the rights of other bathers. Foul and vulgar language and acts are considered offensive and will not be tolerated, nor will any other offensive acts. Failure to abide by this rule will result in forfeiture of your household's pool key, and termination of household's rights to use amenities.
7. Law enforcement officers have all rights to question anyone in any common area. If asked you must provide any law enforcement officer with ID showing you to be a resident. Failure to provide such ID could result in arrest for trespass.
8. The consumption of alcoholic or illegal substance is strictly prohibited on any and all common elements. Townhomes of Oriole has signed a waiver with the local law enforcement stating this rule, and anyone caught violating this rule will be subject to immediate arrest.
9. You must shower prior to entering the pool.
10. You may bring refreshments in unbreakable containers. No glass containers or bottles are allowed. If you bring refreshments, you must place all rubbish in appropriate trash receptacles.
11. Extinguish cigarettes completely before putting in trash. You must use an ashtray or disposable container.
12. You may use inflatable pool toys only if such use will not disturb other bathers.
13. Use of life-rings or other safety / life-saving devices is strictly prohibited.
14. You may use a portable radio providing you either use headphones, or play it at a level that does not bother others.
15. Persons with a communicable disease, skin disease, nasal or ear discharge or inflamed eyes may not use our pools.
16. The following is not allowed: running, pushing, wrestling, ball playing, diving, pets, bikes, skateboards, wheeled toys.

# Trash Disposal

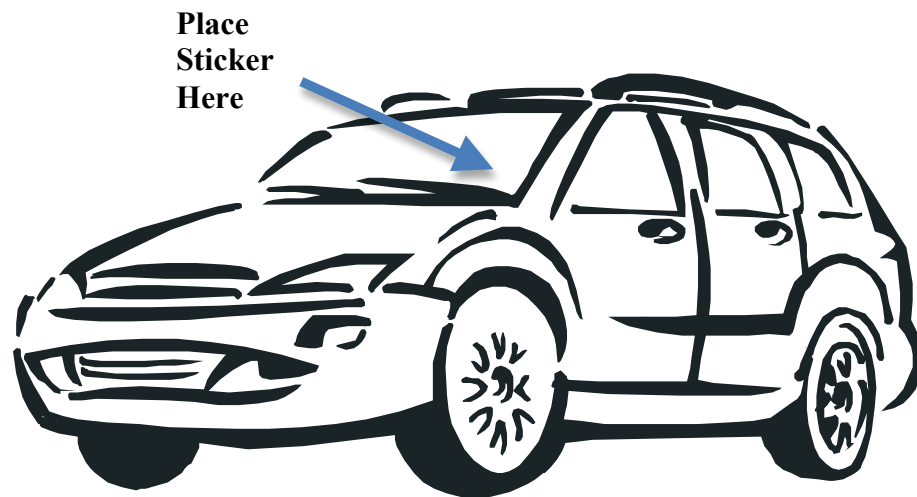
1. Regular trash must be placed in a covered container. *No plastic bags* will allowed due to animals and other critters getting into the bags, tearing them open and making a mess with the trash. Failure to clean up your garbage will result in a fine.
2. To leave trash for pickup, bring container out to the end of your vehicle along line. After trash has been picked up it is the responsibility of the owner to bring in the container. If left out longer than that day's pick up, it will be removed and you will have to get another container.
3. Trash may not be left for pick-up earlier than 6:00 pm the day before your normal pick-up day. Pick up days are Wednesdays and Saturdays. Saturday is also recycling.
4. Only normal trash (i.e. what will fit in a garbage container) can be placed for pick-up on normal pick-up days. Waste normally associated with "Bulk Pick-Up" (i.e. furniture, appliances, etc.) will not be picked up, so therefore must NOT be placed out for collection during regular pick-up. Bulk pick-up is done bi-monthly. If bulk items are left out at any other time, you will be assessed a disposal fee, as well as assessed for the removal of these items at the maximum rate allowed by law. If "Bulk Trash" is left outside during any other time, your cluster as well as the cluster nears the "Bulk Trash" will assessed as well. The charge for this is One Hundred Seventy-Five Dollars (\$175.00).
5. The THO website maintains the bulk pick-up dates.
6. Hazardous waste cannot be included with Bulk or regular trash pick-up. You may drop off all hazardous material at 2780 N. Powerline Road on Saturdays only.
7. Individual residents may arrange special Bulk pick-up by contacting the refuse company directly. Charges for this service are the sole responsibility of the resident.
8. Individual residents may arrange for pickup of *large metal* appliances, such as old refrigerator with its door removed, by contacting the recycle metal company. Please see the website for details.

# Vehicles & Parking

1. Parking is permitted in **designated areas** only. Any vehicle not parked in a designated space, creating an obstruction, or interfering in any way with the entering or exiting of any vehicle, will be towed without notice upon a complaint or request from any party directly or indirectly affected.
2. Parking Permits are required to park at the Townhomes of Oriole
  - a. Each Unit is entitled to 2 Stickers and 1 Guest Pass [units in good standing only]
  - b. Permits are to be issued to Unit Owners only
  - c. Units Vehicle Files must be up-to-date
    - i. Copy of Drivers License
    - ii. Proof of Registration
    - iii. Proof of Insurance
3. The sticker is to be placed on the front windshield driver's side only. They must be permanently adhered to the window to be valid. They cannot be taped, left loose on the dash nor placed in a baggie.
4. Replacement stickers are available when you trade-in your vehicle. See Num 2 for requirements.
5. Each Unit has only One (1) Assigned Space
6. Guest Spaces are on a first-come, first served basis.
7. Vehicles parked in someone else's assigned spot, on the grass, on the swale or on any common areas can be towed without notice.
8. No parking of any vehicle is allowed at any time in an area identified with a yellow curb.
9. Powered vehicles on any kind are prohibited on sidewalks and all other common ground.
10. Parking must be **nose-in** only. Keeping a vehicle parked in *backed-in* position is in direct violation and is subject to two warnings per year. Subsequent violations are subject to immediate towing.
11. Commercial Vehicle may not be parked in any residential areas overnight (after 10:00pm). A commercial vehicle is defined as any bus, step van, truck, trailer, utility trailer, truck tractor, tow truck or wrecker, agricultural, construction or industrial equipment or any vehicles designed, intended or used for transporting people, goods or things for profit, or any vehicle displaying commercial lettering. This includes limousines and pick-up trucks with an altered cargo box, or from which the cargo box has been removed. Any vehicle with tools, building /refuse materials, merchandise or outfitted with emergency flashing or rotating lights visible from the street or from abutting residential property shall be deemed a commercial vehicle.
12. Commercial Vehicles may be parked at the Club House using a THO Commercial Pass only and are available for \$25.00 and are issued to those in good standing in addition the one's indicated above.
13. Commercial vehicle parking at the clubhouse is a **privilege**, *homeowners must be in good standing with association assessments*
14. Inoperable / junk type vehicles are not permitted to be stored on THO property. Examples include, but are not limited to, expired tags/registrations, flat tires, unrepaired engine, exterior and/or interior damage.

No Trucks over  $\frac{3}{4}$  ton, boats trailers of any kind, moving vans, RV's, or any vehicle that exceeds the dimensions of the parking space assigned to resident shall be parked overnight. Temporary arranged at the clubhouse parking are with permission of the Board of Directors and / or the Management Company.

15. Vehicles parked at the Clubhouse must have either a THO Sticker, Guest pass, or temporary arrangement made via the Board of Directors or Management Company.
16. No vehicle storage is allowed at clubhouse. Homeowners must utilize parking in assigned or guest spaces.
17. One (1) additional permit may be purchased for \$100.00 per year; *homeowners must be in good standing with association assessments.*
18. *Any homeowner's guest* who creates a nuisance in the common area will have their vehicle removed without warning, examples include, but are not limited to, excessive loud music, loitering, consumption of alcoholic beverages and/or illegal drugs in common areas.





# Unit Files & Selling/Purchasing

**Owner Files** - Each owner must maintain in his/her file all of the following documentation

1. A copy of the recorded Deed
2. A completed registration card
3. A photocopy of Drivers License for each adult resident
4. A photocopy of current car registration for each car to be registered for a parking decal
5. A screening package
6. A Copy of Homeowner's Insurance (HO-3) and flood insurance.

\* Note: Although owner screening is not a new rule, it has not been enforced until now, so therefore any owner closing prior to 11/1/99 is not required to be screened.

## **Selling / Purchasing a Unit**

When selling or purchasing a unit, it is the seller's responsibility (within 7 (seven) days) to notify the Association and to convey the HOA Documents, By-laws, Cluster Documents, Rules and Regulations and the Pool Key to the buyer. Copies of these can be ordered from the Association office for a reasonable fee.

It is also the seller's responsibility to notify real estate professionals and perspective buyers of our screening/application process. Prospective purchasers must contact Ambassador Management in order to complete an application, pay the necessary application / administrative fee by money order or cashier's check, and make an appointment with the screening committee. Estoppels letters will be completed by the Association's accounting firm at a reasonable fee.

## **Loading / Unloading – Moving In or Out**

1. Loading or unloading of personal belongings can only be done during the hours of 8 am - 9pm. Should anyone load or unload during any other hours, it will constitute disturbing the peace, which could result in either in a sworn complaint to local law enforcement, or a fine, or both.
2. Loading and unloading may only be done from the parking area only. Vehicles of any kind are prohibited on any other common areas. You must use sidewalks only.
3. You will be liable for any and all damage that may occur to any common areas.
4. Moving vans, trucks, etc. may not be parked overnight in the resident parking areas. If it is necessary to leave the truck overnight you may park in the clubhouse parking lot prior to the night it will be left. Failure to comply will result in the truck being towed without notice.
5. All excess containers and packing materials are to be put out on the regular trash pick-up days in an orderly fashion.

# Violations, Sanctions & Fines

Enforcement of violations will be administered by the Board of Directors or appropriate committee, as required by state law. Disciplinary action(s) imposed by the Board of Directors or such committee may include, but is not limited to, the following:

Assessing fines against the residents for charges not to exceed the maximum allowable by state law. Such fines may be per occurrence or per diem.

Assessing those expenses as described in the By-laws against the resident.

Issuing a cease and desist order.

Eviction proceedings.

Sanctions against entire household for use of amenities.

# Violations & Interpretative Rulings

## Informal Procedures

Any Owner, officer of the Association or the Managing Agent has the authority to request that an Owner cease or correct any act or omission which appears to be in violation of the aforementioned documents. Such informal requests should be made before the formal process is initiated.

The Managing Agent may suspend the right of an Owner to use any facility for a maximum period of seventy-two (72) hours if such Owner's use of the facility is in violation of the rules and may endanger life, limb or property or equity of the Association, and a verbal request to cease or correct the violation has not been heeded.

The Board of Directors or Managing Agent may make initial attempts to secure compliance through correspondence to the Owner. This correspondence will state the time, date, place and nature of the violation and set forth the time period in which the violation must be corrected. Copies of such correspondence shall be maintained in the Association files, and a copy may be sent to counsel for the Association.

In the case of disputes between residents regarding activities within the Units or the appurtenant Limited Common Elements, the Association will generally not become involved in the dispute or act on a complaint, unless two or more parties have complained in writing.

## **Formal Procedures**

**Written Complaint** – If the informal procedures prove unsuccessful, the formal procedures shall be initiated upon the filing of a written complaint by any Owner, officer or directors of the Association or Managing Agent (hereinafter referred to as a 'complaint') with the Covenants Committee (hereinafter referred to as the Committee). The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Owner (hereinafter referred to as "respondent") is charged, to the end that the respondent will be able to prepare his defense. The complaint shall specify the specific provisions of the Condominium Act, the Condominium instruments, or Rules and Regulations the respondent is alleged to have violated and shall contain supporting facts. The complaint must be as specific as possible as to times, dates, places, acts or omissions and person involved, if the problem involves a pet, the complainant should identify the pet, if possible.

**Preliminary Investigation** – Upon receipt and consideration of the written complaint, the Committee may ask the Managing Agent or a member of the Committee to make a preliminary investigation as to the validity of the complaint and promptly report the finding to the Committee. If the violation has been corrected or the complaint is invalid for any reason, the Committee shall determine the appropriate disposition of the matter and respond in writing to the complainant. If preliminary investigation indicates the need for further action, then the Committee shall establish a hearing date. The Committee shall serve the respondent with (1) Complaint, (2) Notice of Hearing, (3) Notice of Dense, and (4) Cease and Desist Request when appropriate.

**Notice of Hearing** – The Covenants Committee shall serve a Notice of Hearing on all parties at least fourteen (14) days prior to the hearing by either of the following means: (1) personal service or (2) registered or certified mail, return receipt requested, and addressed to the parties at the address appearing on the books of the Association. Service by mailing shall be deemed effective two (2) days after such mailing in a regular depository of the United States mail. The Notice of Hearing sent to the parties shall be substantially in the following form but may Include other information:

"You are hereby notified that a hearing will be held before the Committee at \_\_\_\_\_ on the \_\_\_\_\_ day of 20\_\_ at the hour of \_\_\_\_\_, upon the charges made in the complaint served upon \_\_\_\_\_. You may be present at the hearing, may, but need not be represented by counsel, may present any relevant evidence, and you will be given full opportunity to examine and cross-examine all witnesses. You are entitled to request the attendance of witnesses and the production of books, documents, or other items by applying to the Board of Directors of the Association.

If any parties can promptly show good cause as to why they cannot attend the hearing on the scheduled date and indicate times and dates on which they would be available, the Committee may reschedule the hearing and promptly deliver notice of the new hearing date.

**Service of Complaint** – The Committee shall serve a copy of the complaint on the respondent along with the Notice of Hearing.

**Notice of Defense** – Service of the Notice of Hearing and complaint shall be accompanied by a Notice of Defense. The Notice of Defense shall state that the respondent may:

1. Attend a hearing before the Committee as hereinafter provided.
2. Object to the complaint on the grounds that it does not state the acts or omissions upon which the Committee may proceed.
3. Object to the form of the complaint on the grounds that it is so indefinite or uncertain that the respondent cannot identify the violating behavior or prepare proper defense; or
4. Admit to the complaint in whole or in part. In such event, the Committee shall meet to determine appropriate action or penalty, if any.

Any objections to the form or substance of the complaint shall be considered by the Committee within ten (10) days of their receipt. The committee shall make its determination and notify all parties within said ten-day (10) period. If the complaint is found insufficient, the complaining party shall have seven (7) days within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any amended or supplemental complaint. If it is determined by the Committee that the complaint is still insufficient, then the matter shall be dismissed by the Committee.

**Cease and Desist Request** – The Committee may, at its own discretion, issue a cease and desist request along with the complaint, Notice of Hearing, and Notice of Defense.

**Amended or Supplemental Complaints** – At any time prior to the hearing date, the Committee may file or permit the filing of an amended or supplemental complaint. All parties shall be notified thereof in the manner provided herein. If the amended supplemental complaint presents new charges, the Committee shall afford the respondent a reasonable opportunity to prepare proper defense thereto.

**Discovery** – Upon written request to the other party, made prior to the hearing and within fifteen (15) days after service of the complaint by the Committee or ten (10) days after service of any amended or supplemented complaint, either party is entitled to:

(1) to obtain the names and addresses of witnesses to the extent known to the other party and (2) inspect and make a copy of any statements, writings and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as the attorney's work product.

Any party claiming his request for discovery that has not been complied with shall submit a petition to request discovery to the Board. The Board shall make a determination and issue a written order setting forth the matters or parts thereof which the petitioner is entitled to discover.

**Statements** – Sworn statements may be introduced into evidence by a party if a copy of the statement is given to the opposing party at least ten (10) days prior to the introduction of the statement. The sworn statement, if introduced in evidence, shall be given the same effect as if the author had testified orally unless the opposing party, within seven (7) days after receipt of the statement, gives to the party seeking

to introduce the statement a request to cross-examine the statement's author. If an opportunity to cross-examine the statement's author is not afforded after request is made as herein provided, the statement may be introduced in evidence, but shall be given only the same effect as hearsay evidence.

**Constraints of the Committee** – It shall be incumbent upon each member of the committee to make a determination as to whether that member is able to function in a disinterested and objective manner in consideration of the case before it. Any member incapable of objective consideration of the case shall disclose the same to the Committee and shall not participate in the proceedings. Any member of the Committee has the right to challenge any other member he believes is unable to function in a disinterested and objective manner.

Prior to the hearing, the complainant and the respondent may challenge any member of the Committee for cause. In the event of such a challenge, the Board of Directors shall meet within fifteen (15) days to determine the sufficiency of the challenge. If the Board sustains the challenge, the Board will appoint another person to replace the challenged member of the Committee. All decisions of the Board in this regard are final.

## **Hearing**

1. The Committee shall select a person to serve as hearing officer and preside over the hearing. Such hearing officer need not be an Owner or a member of the Committee. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. The Committee may determine the manner in which the hearing will be conducted, so long as the rights set forth in these procedures are protected. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rules which might make the admission of such evidence improper, Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding.
2. Neither the complainant nor the respondent must be in attendance at the hearing. At the request of either the complainant or the respondent, the Committee may agree to conduct the hearing in private session.
3. Each party shall have the right to do the following, but may waive any or all of these rights:
  - a. Make an opening statement;
  - b. Introduce evidence, testimony and witnesses;
  - c. Cross-examine opposing witnesses;
  - d. Rebut evidence and testimony;
  - e. Make a closing statement.
4. The complainant and/or the respondent may be called and questioned regardless of whether they testify in their own behalf.
5. Whenever the Committee has commenced to hearing the matter and a member of the Committee withdraws prior to a final determination, the remaining members shall continue to hear the case and the Committee Chairperson shall name a replacement for the withdrawing member. Oral evidence shall be taken only on oath or affirmation administered by the hearing officer.

**Decisions** To be effective a decision of the Committee shall be by a majority vote. The decision shall normally be issued within forty-five (45) days of the conclusion of the hearing. The decision shall be written and accompanied by both the majority and minority opinions, if any. Copies of the decision shall be distributed to the parties.

**Pets** – Residents whose pets have materially or continuously violated the provisions of the Association instruments or Rules

## **Interpretative Rulings**

Purpose of Rulings of the Committee may serve to: (1) verify the intent of provisions of the Condominium Instruments, Rules and Regulations or Book of Resolutions, (2) decide on the consistency of any such provisions with the other provisions of the Association documents, Rules and Regulations or the Book of Resolutions or (3) decide whether or not a rule, regulation or resolution was duly adopted. The purpose is not to amend, expand or limit the provisions of those documents, although the Committee may propose such amendments, expansions or limits in the statement accompanying a ruling.

## **Petitions**

1. Any owner, officer or director of the Association or the Managing Agent may petition the Committee for an interpretative ruling by filing a petition directed to the Committee at the Association office.
2. The petition must be legibly written in substantially the following form:

The party or parties below request the Committee to issue an interpretative ruling on the following provisions of the governing documents and regulations of the Association:

- The issue in question is:
- Response should be sent to:

## **Decisions**

The Committee shall have forty-five (45) days from receipt of such petition to issue an Interpretative ruling. This time period may be extended by the Committee at its discretion. Copies of the ruling shall be distributed to the parties and shall be included as a supplement to the rules. A summary of the ruling will be placed in the Association newsletter. All rulings shall state the authority for such ruling and the basis of the decision.

## **Appeals**

**Rights of the Owners** Final decisions of the Committee may be appealed by any party. The Board may make a preliminary review of the circumstances and materials relative to the case and make a determination as to whether it will hear the appeal. The Board may, on the basis of the preliminary review, elect not to hear the appeal, in which case the board will so inform the appealing party in writing and the Committee decision stands.

**Appeals petitions** must be legibly written and be submitted to the Board insubstantially the following form:

(I) (We) \_\_\_\_\_ hereby petition the Board of Directors to hear an appeal of the decision of the Committee (Application) (Case) No. \_\_\_\_\_. (I) (We) further understand that within the Association, the decision of the Board of Directors on this issue is final.

**Notice of Hearing** The above Notice of Hearing procedures will be followed except that it is served by the Board.

**Procedures** All of the above rights and procedures shall apply to appeals with the substitution of the word Board" wherever the word Committee appears.

**Effect of Decision** The Board may uphold the Committee's decision in its entirety, modify or reverse such decision.

**Further Action** – An Owner must exhaust all available remedies of the Association prescribed by this resolution before resorting to a court of law for relief with respect to an alleged violation by another Owner of any provision of the condominium Instruments or Book of Resolutions. The foregoing limitation pertaining to exhausting administrative remedies shall not apply to the Board.

### **Sanctions**

Disciplinary action Imposed by the Committee may include, but is not limited to. the following:

1. Assessing fines against the respondent for charges not to exceed \$50.00 for a single offense or \$10.00 per diem for a continuing offense.
2. Assessing the expenses described in the By-Laws against the respondent;
3. Issuing a cease and desist order,
4. Suspending or conditioning the respondent's right to use the recreational facilities. For any non-continuing Infraction, such suspension shall be for a period of not more than ninety (90) days. For a continuing Infraction (including non-payment of any assessment after the same becomes delinquent), suspension may be imposed for so long as the violation continues.

### **Construction**

These procedures are intended to assure that due process is provided to Owners in these proceedings before the Committee and the Board to enforce the Association Instruments, Rules Regulations and Book of Resolutions and to serve as a guideline for such proceedings.

The Committee or the Board, as appropriate, may determine the specific manner in which these procedures are to be implemented, provided that due process is protected.

Any inadvertent omission or failure to conduct proceedings in exact conformity with these procedures shall not invalidate the results of such proceedings, so long as a prudent and reasonable attempt has been made to assure due process according to the general steps set forth in this resolution.

Due process," as used in this resolutions, refers to the following basic rights:

1. The charges shall be provided to the Owner.
2. A hearing shall be held at which witnesses may appear and be cross-examined and at which evidence may be introduced.
3. An opportunity to appeal shall be available.
4. Basic principles of fairness shall be applied.



# Rules and Regulations for Inspection of Association Record

## Document Inspection

**Official Records** – The following documents and records shall constitute the official records of the Association, which documents and records shall be available for inspection and/or copying as provided for herein:

1. Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the association is obligated to maintain, repair, or replace.
2. A copy of the bylaws of the association and of each amendment to the bylaws.
3. A copy of the articles of incorporation of the association and of each amendment thereto.
4. A copy of the declaration of covenants and a copy of each amendment thereto.
5. A copy of the current rules of the homeowners association.
6. The minutes of all meetings of the board of directors and of the members for the previous seven (7) years.
7. A current roster of all members and their mailing addresses and parcel identifications.
8. All of the associations insurance policies or a copy thereof for the previous seven (7) years.
9. A current copy of all contracts to which the association is a party, including, without limitation, any management agreement lease, or other contract under which the association has any obligation or responsibility, as well as bids received by the Association for work to be performed within the previous one (1) year period.
10. The financial and accounting records of the association, kept according to Good accounting practices, for the previous seven (7) years, including:
  - a. Accurate, itemized, and detailed records of all receipts and expenditures.
  - b. A current account and a periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and
  - c. All tax returns, financial statements, and financial reports of the association.
  - d. Any other records that identify, measure, record, or communicate financial information.

## Right to Inspect or Copy

1. Every member shall have the right to inspect or copy the association's official records in compliance with the procedures stated herein. A member may authorize, in writing, an attorney or other designated representative to conduct the inspection or request copies on the member's behalf. For purposes of this rule only, the term "member" shall be deemed to include an authorized representative of a member.

2. Inspection or copying shall be limited to those records specifically requested in advance, in writing. A member who wants to inspect or copy the association's records shall submit a written request to the association's secretary or manager. The request must specify the particular record(s) desired, including pertinent dates or time periods, and shall state whether the request is for inspection or copying. The request must be sufficiently detailed to allow the association to retrieve the record (s) requested. No member may submit more than one request for inspection and / or copying in a thirty (30) day period. However, a member may request to inspect or copy more than one (1) document in a single request.

### **Inspection Rules.**

1. No member may request an inspection of more than twenty (20) records at any one time, nor shall the association be required to produce more than 200 pages of records at any onetime. If the member's request exceeds either of these limitations, the association shall provide records for inspection in the order requested by the member up to the limiting factor. The member shall then make written request(s) for additional sessions until the member has inspected all the records originally requested. Requests for additional sessions are subject to all the same rules and restrictions as any other inspection request.
2. All inspection shall take place at the association's office or at such other location as the association designates. No member shall remove original records from the location where the inspection is taking place.
3. Only one (1) member shall be permitted to inspect documents at any one time, and no other member or person shall be permitted to accompany a member inspecting documents. Members inspecting documents shall not be permitted to bring bags, carrying cases, or any other materials into the location of the inspection, but shall be provided with paper and writing materials by the Association office representative
4. Members shall not alter the records in any way.
5. The association shall make records available for inspection on or before the tenth (10th) business day after the association actually receives the written inspection request. This time frame may be extended upon the member's written request or if the records requested are so voluminous or otherwise in such condition as to render this time frame unreasonable. The association shall notify the member in writing or otherwise that the records are available, and specify the time, date, and place for the Inspection.
6. Inspections shall be by appointment only, during the normal business hours of the association's office, and may be supervised by a representative of the Association. Inspections shall be no longer than two (2) hours in duration at any one time.

### **Copying Rules**

1. If a member wants a copy of any record, the member shall designate in writing the record desired. Any written request shall designate the specific record or portion thereof.
2. During an inspection, the member may designate such record by use of a tab, clip, or "post-jr note placed upon the page(s) desired.
3. Copies requested shall be available within seventy-two (72) hours of the Association receiving payment of copying costs in the amount of \$ \_\_\_\_\_ per page copied, unless the voluminous nature or condition of the records make this time frame impractical. In such cases, the copies will

be made available as soon as is practical Provided that the Association has provided the member with reasonable access to the official records within the time frame provided herein, the Association shall not be deemed to have acted unreasonably in providing requested copies at a time later than ten (10) days after receipt of the initial request to copy or inspect official records. In its discretion, the Association may make copies available at the time payment for copies is tendered.

### **Manner of inspection or Copying.**

1. Members shall not exercise their Inspection or copying rights in order to harass any other member or resident, association agent, officer, director, or employee.
2. All people inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the association office or such other location where the inspection or copying is taking place. The association office, or place of inspection or copying, shall assign one staff person to assist in the inspection. All requests for further assistance and copying during an inspection shall be directed only to that staff person.
3. The Association shall maintain a log detailing:
  - a. The date the written request was received;
  - b. The name of the requesting party;
  - c. A list of the requested records;
  - d. The date the association notified the member that the records were available;
  - e. The date the records were made available;
  - f. The date of actual inspection or copying; and
  - g. The signature of the member acknowledging receipt of, or access to, the records. Every person inspecting or receiving copies of records shall sign said log or a comparable receipt prior to inspection on receipt of copies.