

(REVISED – May 23, 2014)

**OAKLAND ARMS CONDOMINIUM ASSOCIATION INC.
FORT LAUDERDALE, FLORIDA**

AUTHORITY for RULES & REGULATIONS

These Rules and Regulations that relate to use of Common property are prescribed pursuant to ARTICLE XIV of the Declaration of Condominium, to ARTICLE II, 2 (a) of the Articles of Incorporation, and By Law 4 (j) (iv) and (XIII).

These Rules and Regulations that relate to parking spaces and docking facilities are promulgated pursuant to ARTICLE XXII of the Declaration of Condominium to ARTICLE II 2 (a) of the Articles of Incorporation, and By Law 4 (j) (XIII).

Owners are responsible for their tenants and guests to abide by these Rules and Regulations. The Board of Directors may, at their discretion, impose fines and/or revoke a member's dock privileges for violation of these Rules and Regulations as may be allowed by law.

RULES & REGULATIONS

1. OCCUPANCY OF APARTMENTS

1.1. Children

- a) No persons under the age of eighteen (18) years may occupy an Apartment unless visiting a member who is in residence, and such authorized visits shall not exceed a total period of 15 days in any calendar year for any Apartment.

1.2. Lease, Sale, and Use by Non-Members

- a) Article XXVI of the Declaration of Condominium establishes procedures that must be complied with prior to the lease or sale of an Apartment.
- b) Per Article XXXIII of the Declaration of Condominium, each Apartment may only be occupied by a single family as its full time residence. If the member is in residence, family and guests are welcome to visit for a maximum of 15 days.
- c) Per Article XXVI of the Declaration of Condominium, a member may not lease their Apartment for a minimum of 24 months after purchase. A limit of two (2) lease periods per year shall be allowed which are subject to the rules outlined in Paragraph 1.2.f. A member's children, parents, grandparents, and grandchildren are excluded from this provision.
- d) If the member is not in residence, guests may occupy a member's Apartment for a maximum of 30 days. Thereafter a lease will be required, which is subject to the rules outlined in Paragraph 1.2.f. A limit of two guest periods not to exceed 30 days per year shall be allowed. It is the responsibility of the member to provide guests with a copy of these Rules and Regulations.

- e) It is the responsibility of the member to notify the Board of Directors of the name(s) and length of stay of all guests.
- f) The Board of Directors shall establish a Screening Committee of two members who shall review the suitability of potential tenants or new owners, and the Association shall charge a fee of one hundred dollars (\$100.00) per person, or such higher sum as may be allowed by law, on each occasion of an application for a criminal/background check. Each lease shall not exceed one year in duration, and at the termination thereof, the Screening Committee may, in its discretion, review the application again and either approve or reject the same, but there shall be no additional fee in this situation. This process can take up to 30 days from the time the application is received by the Board of Directors or the Property Management Company.
- g) Signs advertising the sale or lease of an Apartment may not be displayed on the premises or in Apartment windows.

1.3. Garbage

- a) All garbage and refuse must be taken to the dumpster at the northwest corner of the property. No garbage or refuse may be left outside the dumpster. Empty cartons must be broken down and placed inside the newspaper recycle container.
- b) Oversized items, including furniture, are not to be placed inside the dumpster or trash enclosure. Residents must arrange to have these items picked up and disposed of properly.
- c) Vendors and contractors are responsible for removing construction debris from the Oakland Arms premises, the dumpster may NOT be used for this purpose.

2. PARKING

- 2.1. There are 17 parking spaces, of which 2 spaces are marked "Guest", 12 spaces are designated by number for the 12 Apartments, and 3 spaces are marked "Owner".
- 2.2. Numbers on spaces specifically designated for Apartments must not be changed without the approval of the Board of Directors and of each member directly affected.
- 2.3. Spaces marked "Guest" are reserved for the exclusive use of visitors who are not residing at the Condominium. Members, tenants, and approved in-residence guests must NOT occupy the guest spaces at any time.
- 2.4. Members, tenants, and approved in-residence guests must park their vehicle in the space numbered specifically for their Apartment. Members may also mutually agree to allow other approved residents temporary use of their designated parking space.
- 2.5. In no case may more than two vehicles for one Apartment be parked at the Condominium. In the event there are two approved vehicles for one Apartment, the second vehicle may park in one of the spaces marked "Owner" if available. If all the "Owner" spaces are occupied by approved vehicles, alternative parking off the property must be found.
- 2.6. Tenants and approved in-residence guests may park only one vehicle per Apartment, and may only park in the space designated by the number for the occupied Apartment.

- 2.7. No vehicles with signage or lettering advertising a commercial enterprise (other than the decals or license plate covers associated with the seller of the vehicle), vehicles containing work materials such as, but not limited to ladders, construction equipment, construction materials, machinery, boats, jet skis or any other type of water craft, buses, boat trailers, house trailers, motor homes, or camping trailers can be parked on the premises unless it is an authorized vendor or contractor servicing the Association or an Apartment.
- 2.8. The Board of Directors and/or Property Management Company have the full power to enforce these parking rules and to arrange the towing of vehicles from the Condominium parking lot. Towing and impound charges shall be owed by the vehicle's owner to the towing company.

3. USE OF COMMON AREAS

3.1. Laundry

- a) The Laundry room on each floor is for the exclusive use of residents of that floor.
- b) The Laundry room may only be used between the hours of 9:00 AM and 9:00 PM.
- c) The Laundry room door must be kept shut and locked except when the room is in use.
- d) The washer and dryer equipment must be wiped off and lint must be removed after each use so that the equipment will be clean for the next person.
- e) The trashcan in each laundry room is for laundry refuse only and may not be used for household garbage.
- f) Users are requested to empty the trashcan when it appears to be necessary.
- g) Soaps and other supplies must not be left in the laundry.

3.2. Pool

- a) Rules for pool use are posted at poolside as required by law, and these must be observed.
- b) The pool may only be used between 9:00 AM and 9:00 PM.
- c) No person may use the pool unless they are members, tenants, or guests.
- d) Bathers must not disturb other residents by being unduly noisy.
- e) Rafts, balls, etc., must not be left in the pool or surrounding area.
- f) Children under sixteen (16) years of age are to use the pool only when accompanied by an adult responsible for their safety and conduct.
- g) The Condominium Association will not be held responsible to residents or their guests for any injuries and lost or stolen articles.

- h) The pool may be heated up to 78 degrees Fahrenheit between the months of December and April. Out of town members may notify the Property Management Company of their, or their approved guests, arrival and departure dates if they wish the heat to be on during their stay.

3.3. Patio Furniture

- a) Patio furniture or privately owned furniture may not be placed so that it will impede or be dangerous to the passage of others.
- b) Patio furniture may not be removed from the patio area.
- c) Patio umbrellas must be closed when leaving the pool area.
- d) Patio furniture must be replaced in an orderly manner after use.
- e) Persons wearing sun tan oil, lotion, etc., must protect the furniture with a towel.

3.4. Patio General Use

- a) Eating and drinking are permitted on the patio.
- b) Glass is not permitted on the patio for safety reasons.
- c) Dishes, plastic tumblers, and debris must be cleaned up and removed promptly.

3.5. Patio and Dock Partying

- a) For gatherings of nine (9) or more people, please notify the Board of Directors regarding the date and time in order to avoid a conflict with other groups. The pool, patio, and dock will still be available to all approved residents and guests.
- b) Parties and socializing on boats must not last beyond 10:00 PM.
- c) The pool, patio, and dock must be left the way it was found, all trash is removed and furniture placed back where found.

3.6. Outdoor Cooking

- a) The gas grill is for the exclusive use of members, tenants, and approved guests.
- b) For outdoor cooking, the gas grill must be moved away from the building.
- c) The gas grill must be cleaned after each use and the cover replaced.
- d) If the propane tank becomes empty while in use, the responsible party must refill the tank promptly. The Condominium Association will reimburse the cost of the propane.

3.7. Fishing

- a) Fishing is permitted from the dock, but not from the patio.

- b) After fishing, all fishing tackle, bait, and fish must be removed and the area left in a clean condition.
- c) Fish may not be cleaned on the dock, nor discarded in the dumpster.

3.8. Towels, Etc., In Common Areas

- a) Towels, clothing, laundry, and similar articles must not be hung over balconies or left out in common areas.

3.9. Bicycles, Etc.

- a) Bicycle riding is not permitted on the walkways, patio, or dock.
- b) Skateboards, roller blades, and roller skates may not be used anywhere on the Common areas.
- c) Bicycles may only be stored inside an Apartment, storage locker, or under the main stairwell. If stored under the main stairwell, no part of any bicycle shall protrude into the staircase such that it will impede the safe use of the stairs. The Condominium Association is NOT responsible for stolen or damaged bicycles.

3.10. Quiet Enjoyment

- a) Loud behavior, shouting or playing of music in such a way so as to disturb other residents is not permitted in the Common areas, and must not be heard emanating from Apartments.
- b) Members are entitled to the quiet enjoyment of their Apartment and the Common areas. Members are reminded that sounds carry easily in the building and they are requested to avoid slamming doors or walking and talking noisily, particularly when arriving or departing late at night.

3.11. Responsibility for Guests and Tenants

- a) Members are responsible for ensuring that their guests and tenants observe all rules of the Condominium Association.
- b) Members are financially liable for any damage done to the private or Common property by their guests or tenants.
- c) All Apartments must be adequately insured for personal property and liability. The Condominium Association shall NOT be responsible for loss or damage caused by any means to any Apartment or personal property left by the resident or their guests within the complex.

4. **RESPONSIBILITY OF MEMBERS**

- 4.1. All work being done in Apartments must be done between the hours of 9:00 AM and 5:00 PM unless there is a true emergency within the Apartment. An emergency shall be one where work after the designated hours is necessary in order to prevent harm/injury to person(s) and/or

property. Once the emergency has been overcome, all work for that day must then cease. No work may be done by vendors or contractors on Saturday's, Sunday's, or Holidays.

- 4.2. All work within an Apartment that pertains to electrical, plumbing, or drywall replacement requires a permit from the City of Fort Lauderdale.
- 4.3. All tile, laminate, wood, and other hard floor coverings on the 2nd floor requires a minimum layer of 1/4" cork as a sound barrier. Carpet must have a minimum of 1/4" padding installed.
- 4.4. All vendors and contractors MUST remove their debris from the property daily.
- 4.5. All vendors and contractors MUST clean up after themselves throughout the property, including catwalks, stairwells, balconies, and parking lot. If a vendor or contractor fails to leave the property in a clean condition, the owner will be responsible for any damage and/or cleaning of the areas left in an unclean condition.
- 4.6. Apartment keys must be provided to the Board of Directors to be used for pest control service and in the event of an emergency. Neither the Property Management Company nor Board Members will be responsible to provide access to Apartments for general repairs or maintenance.
- 4.7. No flammable, combustible, or explosive fluids, chemicals, or substances shall be kept in any Apartment or on Common grounds, other than as is reasonable and customary in vehicles and/or in cleaning supplies.

5. BOAT DOCKING

- 5.1. Upon Board approval, members, tenants, and approved guests are permitted to dock a boat at an unallocated dock space with no fee and for a period not to exceed 24 hours.
- 5.2. Dock space is available for lease at the rates outlined in Section 5.4.
- 5.3. Dock Allocation Guidelines
 - a) Dock space will only be rented to members or tenants. First priority will always go to a member for a boat registered and titled in the member's name.
 - b) The Board of Directors and/or Property Management Company will maintain a list of members and tenants requesting dock space such that it will be allocated on a first come, first serve basis. Any member or tenant requesting to be placed on the list shall do so in writing to the Board of Directors. Upon approval, the member or tenant will have 30 days to provide proof of boat registration and title. If proof of registration and title is not provided within 30 days, the space will be granted to the next person requesting a dock space.
 - c) Dock space granted to tenants will be on a month-to-month basis only and permission may be withdrawn on 30 days' notice if the space is requested for a member's boat.
 - d) Members who are currently paying for authorized dock space (whether the boat occupies the dock space or not) shall not be displaced provided payment of fees is continuous and proof of boat ownership is on record with the Board of Directors as outlined in Section 5.9.

- e) No one is to reside on a boat overnight; the dock is strictly for the docking of vessels.
- f) If the dock space being requested is already allocated to a paying member, the Board of Directors may allow temporary use of the dock space only by permission of the paying member. The boat owner will be liable for use of the dock space at the rate outlined in Section 5.4. Three days' notice must be provided by the allocated member to have the dock space available again for paying member's use.
- g) In the event that a member who is currently occupying a dock space by these rules sells their boat, the Board of Directors shall be informed within 10 days of the transaction in writing.
- h) A member who sells their boat shall have 90 days to replace it with another one as long as the current dock charges are paid during the interim and there is adequate dock space for the new boat. After 90 days, the member will have to apply in writing per Paragraph 5.3.b.

5.4. Dockage Fees

- a) There will be a monthly dockage fee per foot of overall boat length, payable in advance at the following rates:
 - Member's boat \$2.75 per foot
 - Tenant's boat \$6.00 per foot
 - Electric connection \$0.50 per foot
 - b) The Board of Directors may change the dockage fee from time to time based on varying economic factors.
 - c) The Board of Directors may increase the electric connection fee on an individual basis depending on the circumstances of use.
 - d) Dockage fees, including those paid quarterly, are non-refundable.
 - e) Members will be billed for their tenant dock fees. It is the responsibility of the member to collect dock fees from their tenant.
- 5.5. No work may be done on a boat while docked at the Condominium other than to clean or to make emergency repairs.
 - 5.6. No alterations or additions may be made to the dock or dock area without written approval from the Board of Directors. All approved alterations or additions will be deemed the property of the Association, NO reimbursements will be made at any time.
 - 5.7. Boat owners are reminded that the State of Florida and the City of Fort Lauderdale have laws and ordinances governing activities on boats within their jurisdiction, which are to be observed while docking at the Condominium.
 - 5.8. All boats must carry a minimum of \$500,000 liability insurance by the owner and proof of insurance must be provided to the Board of Directors.
 - 5.9. The Association is not responsible for theft or damage to boats docked at the property.

- 5.10. No refueling is allowed at the dock.
- 5.11. Copies of registration and or documentation, title, and insurance shall be filed with the Board of Directors.
- 5.12. Per Paragraph F26 of the Fire Code, no more than three (3) boats can be docked at the Condominium at any one time.
- 5.13. The Board of Directors and/or Property Management Company have the full power to enforce these dock rules and to arrange the removal of unauthorized boats from the Condominium dock. Towing and impound charges shall be owed by the boat's owner to the towing company.

I acknowledge having read the above stated Oakland Arms Condominium Association rules.

Signature: _____ Date: _____ Unit Number: _____

Signature: _____ Date: _____ Unit Number: _____