Oak Park Villas Condominium Association, Inc.
Rules and Regulations

1) SCOPE

a) These Rules and Regulations are established by the Board of Directors of the Association. They are in addition to the unit owner responsibilities and use restrictions defined in the Declaration of Condominium.
b) As used herein, the term "unit owner" shall apply to the unit owner, their guest, their invitees, their licensees, their servants, their employees, their agents, their lessees, and their family.
c) This version of the Rules and Regulations is effective as of March 21, 2024.

2) UNIT MAINTENANCE

a) The unit owner is responsible for the maintenance of the interior of their unit, including the garage and lanai.
b) The unit owner shall maintain, repair, and replace all components of the air conditioning equipment that services the unit owner's unit.
c) The unit owner shall regularly inspect the interior plumbing of their unit and promptly repair any problems, including water leaks, dripping faucets, and faulty toilet seals. Clogged drain pipes are the responsibility of the unit owner. The plumbing lines leading to and from each unit is the property of the Association. If there are issues beyond a simple clog, the Association must be notified immediately.
d) The unit owner is responsible for the maintenance of the windows, screens, and doors opening into or onto their unit, within the type and color restrictions established by the Association so as to maintain a continuity of appearance of the condominium property.
e) The unit owner is responsible for the extermination of rats, mice, roaches, ants, and other vermin in their unit, or associated with any limited common element additions made by the unit owner (e.g., a deck). The area above each unit is the property of the Association, therefore, immediately report concerns about pests above the units ceiling to the Association.
f) The unit owner is responsible for the maintenance of any approved alterations that they perform, or any prior owner has performed, to any portion of the common elements or limited common elements of the condominium property. Approved landscaping alterations shall be regularly pruned so that plantings do not become overgrown and do not touch the building walls, eves, or roof. Front plantings that grow higher than the unit's front windowsill are considered overgrown and may be removed by the Association.
g) The unit owner shall avoid excessive raking of the lawn, as this will damage the turf.
h) Unit owners are expected to maintain their units according to minimum standards set by the Association in the Rules and Regulations. All unit owners whose unit falls below minimum standards established by the Association will be notified in writing that they shall be required to make such corrections and repairs as are necessary to comply with the Association's minimum standards within the time specified by law. The failure or refusal to bring a unit up to minimum standards after proper written notice to do so shall be considered a violation of the Rules and Regulations.

3) ALTERATIONS

a) The unit owner shall not modify, alter, paint, or otherwise decorate or change the appearance, décor, or demeanor of any portion of the common elements or limited common elements of the

condominium property without the prior approval, in writing, of the Association, which may be arbitrarily withheld.

b) The unit owner shall be held liable for the cost of restoring common elements to their prior state if altered by the unit owner without obtaining prior Association approval.
c) The unit owner is responsible for any damage to common elements due to the addition, alteration, maintenance, or removal of any alterations made by the unit owner. The unit owner should use licensed and insured contractors for any work related to such alterations. Additionally, unit owners must ensure that their contractors thoroughly clean up after themselves, including removal of discarded cigarette butts.
d) The unit owner shall inform the next unit owner of all alterations that have been performed by themselves and by all prior owners of their unit.
e) A change request is required for the installation of any front doorbell camera. Cameras shall only record video; audio recording is prohibited by Florida law.

4) <u>USE RESTRICTIONS</u>

a) Each of the units shall be occupied for residential purposes only.
b) No unlawful use shall be made of the condominium property.
c) All laws, zoning ordinances, and regulations of any governmental body having jurisdiction over the condominium property shall be observed. This includes but is not limited to noise limits and pet "pooper scooper" laws.
d) No public or common nuisance shall be allowed upon the condominium property. No use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the condominium property by its residents shall be allowed upon the condominium property.
e) No article shall be placed upon the common elements of the condominium property that interferes with property maintenance.
f) The common elements of the condominium property shall not be obstructed in any manner and shall be kept free and clear of rubbish, debris, and other unsightly or unsanitary material.
g) Refuse and garbage shall be deposited in the dumpster and shall never be left on the ground in front of the dumpster or anywhere else on the common elements of the condominium property.
h) Large items such as appliances or furniture cannot be placed in the dumpster. Unit owners must make other arrangements for their disposal.
i) Household hazardous waste such as fluorescent tubes or cans of paint cannot be placed in the dumpster. Such items can be taken to Pinellas County Utilities' Household Electronics and Chemical Collection Center.
j) No articles shall be hung or shaken from any unit onto the common elements of the condominium property.
k) No unit owner shall throw, sweep, flush, drain, or allow to fall, any article or substance from his unit onto the common elements of the property.
l) No inflammable, combustible, or explosive substance shall be kept in any unit or storage area upon the common elements of the condominium property, except such substances that are required for normal household use.
m) Cooking shall be allowed only in the kitchen of each unit and on those common elements of the condominium property that are designated by the Association for such use. In particular, grills cannot be used in the lanai of a unit.

n) No signs of any nature shall be displayed from, affixed to, or painted upon a unit or the common elements of the condominium property. This rule prohibits signs within a unit which are visible from outside the unit. However, the following exceptions are permitted within a front window of a unit:
   i) One “For Sale” sign in a unit that is for sale.
   ii) One "Video Recording” sign, no larger than twelve (12) inches by twelve (12) inches.
   iii) One “security” sign, no larger than twelve (12) inches by twelve (12) inches.
   iv) Outdoor “decoration type signs” are excluded from this rule. The Association has sole authority to determine what a decoration is vs. a sign.

o) All front windows shall have inside window coverings (e.g., curtains or blinds) with a white back in order to assure a uniform exterior appearance.

p) Holiday decorations may be displayed during the holiday period but must be removed after the holiday period is over. Decorations (or anything else) may not be attached to Association property using screws, nails or anything that leaves permanent markings or holes.

q) No person, including contractors, is permitted on any condominium building roof unless approved by the President or the Board of Directors.

r) No ladders shall be placed against the roof gutters.

s) Offering items for sale (i.e., yard sales) or for free is prohibited on all Association property. An exception to this rule is that it is acceptable to place donated items out for collection by a 501(C) charity for no longer than 24 hours.

5) INTERFERENCE WITH ASSOCIATION

a) Employees or contractors of the Association shall not be sent off the condominium property by any unit owner at any time for any purpose nor shall any unit owner direct, supervise, or in any manner attempt to assert any control over such personnel.

b) Unit owners’ concerns or complaints regarding the maintenance and operation of the condominium shall be made in writing to the Management Company by contacting the property management company or by using the online Maintenance Request link on the OPV website and may never be made directly to a vendor of the Association or a Board member.

6) PARKING & TRAFFIC

a) Parking on the street is prohibited at all times except for loading/unloading or car washing. Electric vehicles shall not be parked in the street while charging. Unattended vehicles parked on the street may be towed with no notice at the owner’s expense.

b) No parking or driving on the grass. No parking in front of the dumpsters. Illegally parked vehicles will be towed with no notice at the owner’s expense.

c) Numbered parking spaces are limited common elements and are reserved for the sole use of the respective unit owner.

d) No commercial vehicles, trucks over three-quarter (¾) ton, trailers, mobile homes, campers, recreational vehicles, buses, or similar vehicles, shall be parked on the condominium property, except during loading or unloading.

e) No boats, rafts, canoes, or other similar craft shall be parked on condominium property or stored outside the owner’s unit.

f) Abandoned vehicles, vehicles with expired tag, or vehicles with no tag may be towed after twenty-four (24) hours notice at the owner’s expense.

g) No vehicle, which cannot operate on its own power, shall remain on the condominium property for more than forty-eight (48) hours and may be towed at the owner's expense after this period.
h) Vehicles with fluid leaks may be towed with no notice at the owner's expense.
i) No vehicles shall be repaired on condominium property.
j) Vehicles with excessive dirt or grime shall be washed prior to being brought onto the condominium property.
k) The posted speed limit shall be observed for everyone's safety. Those found in repeated violation of posted speed limits may be levied a fine and/or barred from driving on condominium property for a period of time agreed to by the Board of Directors.
l) Unit owners should verify that their visitors are in compliance with these parking rules.

7) PET POLICY

a) Pets are permitted with written approval of the Board of Directors, and such consent may be terminated at any time. The guidelines the Board of Directors will use in granting consent are as follows:
   i) Only cats or dogs, non-verbal domesticated birds in cages, fish tanks.
   ii) Full-grown weight not to exceed 25 pounds.
   iii) No more than one cat or dog per unit.
b) Owners agree to accept full responsibility for the cleanliness of the animals on Association premises. The owner further agrees to hold the Association harmless against all claims, debts, obligations, costs, and expenses that may be sustained or asserted against the Association and members of its Board of Directors by reasons of acts committed by these pets on the property.
c) The owner accepts responsibility to repair any damage caused by his or her pet. All pets must be on a leash and the owner shall be responsible for cleanup and disposal of their animal's waste in the condominium or on its grounds.
d) Acceptance of the Board of Director's right to demand the removal of any pet with three (3) days written notice if the pet causes a nuisance or disturbance, or if the owner fails to comply with the above guidelines.
e) Housing of a pet by an owner in a condominium after written approval by the Board of Directors will constitute acceptance of these guidelines.

8) SERVICE, EMOTIONAL SUPPORT, AND THERAPY ANIMALS

a) Unit owners must notify the Association, via the Management Office, in advance of the animal's presence on the property.
b) The notification must be in writing.
c) The notification must include written documentation from a treating professional that the animal is a legitimate Service, Emotional Support, or Therapy animal.
d) The treating professional may be a Counselor, Therapist, Social Service worker, or Doctor. The treating professional must have actually had an in person or video visit with the individual.
e) The documentation may not be a printed form from a Service on the Internet, per Florida law.
f) The animal must stay on a leash unless it is serving a purpose that requires it to be off a leash. This would have to be substantiated by a treating professional.
g) The animal may not be a nuisance to the community and must comply with all other Association and county guidelines with regards to Service, Emotional Support, and Therapy animals.

9) POOL RULES

a) The gate to the pool area shall be kept locked at all times. Pool users shall lock the gate after both entering and leaving the pool area.
b) Glass containers and pets are prohibited in the pool area.
c) All pool users shall read and abide by the pool rules and regulations posted in the pool area and on the community bulletin board.

10) SEVERABILITY

a) In the event any rule or regulation is held invalid or unenforceable, said invalidity shall not affect the remaining Rules and Regulations.

11) ENFORCEMENT

a) None of these Rules and Regulations shall be avoided in any manner, except with the prior written consent of the Association.
b) No unit owner shall be allowed to rely upon any said written exemption given to another unit owner by the Association and said unit owner must obtain his own written exemption.
c) The failure of the Association to enforce any of these Rules and Regulations shall not be deemed as a waiver of the right to enforce the Rules and Regulations at a later date. The Association shall not be liable for its failure to enforce any Rule or Regulation.
d) Those unit owners who violate these Rules and Regulations shall be responsible for all costs incurred by the Association, including costs and a reasonable attorney's fee, in the process of rectifying the non-compliance. These costs shall also include the removal of all articles, vehicles, and substances from the condominium property, which were placed thereon in violation of these Rules and Regulations.

12) FINES

a) The Association may levy reasonable fines against a unit owner for failure of the owner, or as its occupant, licensee, or invitee, to comply with any provision of the Declaration of Condominium, the By-laws, or the Rules and Regulations of the Association. No fine will become a lien against a unit. No fine may exceed $100.00 per violation. A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed $1,000.00. Nor may any be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee, pursuant to chapter 718.303 (3), Florida Statute. The hearing shall be held before a committee of other unit owners. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:
   i) A statement of date, time and place of the hearing;
   ii) A statement of the provision of lease, Association By-law, or rule which has allegedly been violated; and
   iii) A short and plain statement of the matters asserted by the Association.
b) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. If the committee does not agree with the fine, it shall not be levied.

13) <u>ACCEPTANCE</u>

a) All applicants for Oak Park Villas Condominium admittance will be required to meet certain standards as contained in the screening procedure.
b) Screening Procedure:
   i) Provide general background information
   ii) Provide personal character references
   iii) Provide proof of financial responsibility
c) The Association requires a one-time non-refundable application fee of one hundred dollars ($100.00) per application for all prospective owners and rentals payable at or prior to their interview. Checks should be made payable to "Oak Park Villas Condominium Association".
d) Homeowners who rent or sell villas without prior Association approval shall be subject to a penalty of $100.00 due at time of rental or closing.
e) The Association reserves the right to refuse admittance to any prospective resident/unit owner who fails to provide general background information, personal references, and a current and valid credit report to the Board of Directors of the Association for approval.