

**Oaks IV Condominium Association, Inc.**

19505 Quesada Avenue

Port Charlotte, FL 33948

Phone: (941) 743-3388 Fax: (941) 743-8033

oaksiv@comcast.net

www.oaksivcondo.com

**APPLICATION FOR PURCHASE, GIFT, DEVISE OR INHERITANCE APPROVAL**

BLDG. \_\_\_\_\_ UNIT \_\_\_\_\_

1. This application, an application for approval, and authorization forms must be completed in detail by each proposed adult occupant, other than husband/wife or parent/dependent child (which is considered one applicant).
2. If any question is not answered or left blank, this application may be returned, not processed and not approved.
3. Please attach a copy of the lease to this application.
4. Please attach a **non-refundable \$100.00 processing fee** to this application, made payable to **Star Hospitality Management, Inc.** for each applicant, other than husband/wife or parent/dependent child (which is considered one applicant).  
*Acceptance of the processing fee does not in any way constitute approval of this transaction.*
5. The completed application must be submitted to the Association office **at least 20 work days** prior to the desired date of occupancy (lease date).
6. All applicants must be interviewed prior to final Board of Directors approval. Occupancy prior to Board approval is prohibited.
7. Leasing or renting of a unit by an owner (directly or through an agent), for a period of less than one (1) month is prohibited. Renewals or extensions of leases are subject to re-approval by the Board of Directors. Multi-year leases are subject to annual re-approval by the Board of Directors. Subletting of a unit is prohibited.
8. **One (1) pet allowed per unit. No more than 15 lbs. at maturity.**
9. Use of this unit is for single family residence only. No corporation, company, partnership, or trust may lease a unit.
10. No commercial vehicles, trucks (other than trucks not bearing commercial designation), boats, trailers, motor homes, mobile homes, campers, recreational vehicles, etc. permitted to park on the premises overnight.
11. Only 1 assigned parking space per unit.
12. The owner (landlord) must provide the lessee with a copy of the Association Rules and Regulations.
13. Occupancy regulations: Each of the units shall be occupied by a single family as its resident.
14. A transfer fee and an estoppel fee will be collected at closing.

**MUST PRINT OR TYPE ALL INFORMATION ON THESE FORMS**

Date: \_\_\_\_\_ Unit No.: \_\_\_\_\_ Closing Date: \_\_\_\_\_

Owner's Name : \_\_\_\_\_ Tele. No. \_\_\_\_\_

Owner's Present Address: \_\_\_\_\_

Name of Realtor Handling Purchase: \_\_\_\_\_ Tele. No. \_\_\_\_\_ Email Address \_\_\_\_\_

**NAME of Prospective Purchaser(s) (as Title will appear)**

A. \_\_\_\_\_ Tele. No. \_\_\_\_\_ Email Address \_\_\_\_\_

B. \_\_\_\_\_ Tele. No. \_\_\_\_\_ Email Address \_\_\_\_\_

**MORTGAGE INFORMATION (If unit will be mortgaged):**

Name of Lender: \_\_\_\_\_ Tele. No. \_\_\_\_\_

Address: \_\_\_\_\_

OTHER PERSONS who will occupy the unit with you:

<u>Name</u>	<u>Age</u>	<u>Relationship/Occupation</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Have you ever seasonally resided in Florida before? \_\_\_\_\_ If yes, please state the name, address and dates of residency:  
\_\_\_\_\_  
\_\_\_\_\_

If retired please state the company's name and address retired from and when retired: \_\_\_\_\_  
\_\_\_\_\_

Have you ever been convicted or pled to a crime? \_\_\_\_\_ If yes, please state the date(s), charge(s) and disposition(s):  
\_\_\_\_\_

**RESIDENCE HISTORY**

Email Address: \_\_\_\_\_  
Cell Phone # (\_\_\_\_\_) \_\_\_\_\_  
Phone # (\_\_\_\_\_) \_\_\_\_\_

A. Present address \_\_\_\_\_  
(Street address, Apt, #, City, State, Zip Code)  
Name of Apt/Condo \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_ Date of Residency \_\_\_\_\_  
Name of Landlord or Mortgage Co. \_\_\_\_\_ Phone # (\_\_\_\_\_) \_\_\_\_\_  
Address \_\_\_\_\_

B. Previous address \_\_\_\_\_ Your Apt/Unit # \_\_\_\_\_  
(Street address, Apt, #, City, State, Zip Code)  
Name of Apt/Condo \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_ Date of Residency \_\_\_\_\_  
Name of Landlord or Mortgage Co. \_\_\_\_\_ Phone # (\_\_\_\_\_) \_\_\_\_\_  
Address \_\_\_\_\_

**EMPLOYMENT & BANK REFERENCES**

A. Employed by (Name of Business) \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_  
(or retired from)  
How Long \_\_\_\_\_ Dept. or Position \_\_\_\_\_ Mo. Income \_\_\_\_\_  
Address \_\_\_\_\_ Zip \_\_\_\_\_

B. Spouse's Employment (Business Name) \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_  
(or retired from)  
How Long \_\_\_\_\_ Dept. or Position \_\_\_\_\_ Mo. Income \_\_\_\_\_  
Address \_\_\_\_\_ Zip \_\_\_\_\_

C. Bank Reference \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

CHARACTER REFERENCES

1. Name \_\_\_\_\_ Res. Phone (\_\_\_\_\_) \_\_\_\_\_ Ofc. Phone (\_\_\_\_\_) \_\_\_\_\_  
Address \_\_\_\_\_ Zip \_\_\_\_\_

2. Name \_\_\_\_\_ Res. Phone (\_\_\_\_\_) \_\_\_\_\_ Ofc. Phone (\_\_\_\_\_) \_\_\_\_\_  
Address \_\_\_\_\_ Zip \_\_\_\_\_

Driver's Lic. No. #1 \_\_\_\_\_ #2 \_\_\_\_\_ State \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Plate No. \_\_\_\_\_ Color \_\_\_\_\_ State \_\_\_\_\_

Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Plate No. \_\_\_\_\_ Color \_\_\_\_\_ State \_\_\_\_\_

1. In making the foregoing application, I represent to the Board of Directors that the purpose for the Purchase of a unit at **Oaks IV Condominium Association, Inc.** is as follows:  
Permanent Resident \_\_\_\_\_ Seasonal Residence \_\_\_\_\_ Other (Explain): \_\_\_\_\_

2. I hereby agree for myself and on behalf of all persons who may use the unit which I seek to purchase that I will abide by all of the restrictions contained in the Bylaws, Rules & Regulations, Association Documents, and restrictions which are or may in the future be imposed by the **Oaks IV Condominium Association, Inc.**

3. I have either received a copy of all Association Documents or have read them on the Oaks IV website: Yes \_\_\_\_\_ No \_\_\_\_\_  
I have either received a copy of the Rules & Regulations or have read them on the Oaks IV website: Yes \_\_\_\_\_ No \_\_\_\_\_

4. I understand that I will be advised by the Board of Directors of either acceptance or denial of this application. **Occupancy prior to Board approval is prohibited.**

5. If this application is accepted, I will provide the Association with a copy of the Closing Statement and a copy of the recorded Deed within 30 days after closing.

6. I understand that **there is a restriction on pets and that any guest, visitor or tenant may not bring a pet into Oaks IV Condominium Association, Inc., nor acquire one**, either temporarily or permanently after occupancy.

7. I understand that the acceptance for purchase of a condo unit at **Oaks IV Condominium Association, Inc.** is conditioned in part upon the truth and accuracy of this application and upon the approval of the Board of Directors. Any misrepresentation or falsification of information on these forms will result in the automatic disqualification of my application. Occupancy prior to Board approval is prohibited.

8. I understand that the Board of Directors of **Oaks IV Condominium Association, Inc.** will cause to be instituted an investigation of my background as the Board may deem necessary. Accordingly, I specifically authorize the Board of Directors, Management and **NATIONAL RESEARCH GROUP** to make such investigation and agree that the information contained in this and the attached application may be used in such investigation, and that the Board of Directors, Officers and Management of **Oaks IV Condominium Association, Inc.** itself shall be held harmless from any action or claim by me in connection with the use of the information contained herein or any investigation conducted by the Board of Directors.

In making the foregoing application, I am aware that the decision of the **Oaks IV Condominium Association, Inc.** will be final and no reason will be given for any action taken by the Board of Directors. I agree to be governed by the determination of the Board of Directors.

APPLICANT \_\_\_\_\_

APPLICANT \_\_\_\_\_

Interviewed by \_\_\_\_\_ Date \_\_\_\_\_



APPLICANT'S or EMPLOYEE'S AUTHORIZATION for The National Research Group Inc.  
To Conduct Individual Background Searches and Verifications

## BACKGROUND INQUIRY RELEASE

I understand that an investigative background inquiry is to be made on myself, including but not limited to verifying identity and prior addresses, checking criminal, driving, and credit histories, verifying education, licensing, and prior employment, checking reason(s) for termination of prior employment, requesting work and other references, as well as checking and verifying other relevant information employment purposes.

I understand that the information and reports developed may include information as to my character, work habits, job performance and experience, along with reasons for termination of past employment. I further understand that for purposes of this background inquiry, various sources will be contacted to provide information, including but not limited to various federal, state, municipal, corporate, private and other sources which may maintain records concerning my past activities relating to possible criminal conduct, civil court litigation, driving history and credit performance, as well as other information.

I authorize, without reservation, any company, agency, party, or other source contacted to furnish the above information. I also hereby consent to the retrieval of the above information and I further understand that to aid in the proper identification of my files or records, I am willingly providing the following information, as well as any other information that may be required and/or requested at a later date.

**PLEASE PRINT CLEARLY**

> Include Maiden Name and/or Other Names Known By

FULL LEGAL NAME: \_\_\_\_\_

SOCIAL SECURITY #: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

DRIVER'S LICENSE #: \_\_\_\_\_ STATE OF ISSUE: \_\_\_\_\_

CURRENT ADDRESS: \_\_\_\_\_ Dates: \_\_\_\_\_

CITY-STATE-ZIP: \_\_\_\_\_

PRIOR ADDRESS: \_\_\_\_\_ Dates: \_\_\_\_\_

CITY-STATE-ZIP: \_\_\_\_\_

Please Provide ADDITIONAL PRIOR RESIDENCE ADDRESSES For The **LAST 10 YEARS** - Include Dates of Residence Above and Below

Address: \_\_\_\_\_ Dates: \_\_\_\_\_

Address: \_\_\_\_\_ Dates: \_\_\_\_\_

Address: \_\_\_\_\_ Dates: \_\_\_\_\_

Address: \_\_\_\_\_ Dates: \_\_\_\_\_

Please Use Reverse Side If Additional Space is Necessary

Please **SIGN**  
With Full Legal Name and Date:

APPLICANT'S SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_



941-488-8500

800-531-6522

941-488-8505 **FX**

Oaks IV Condominium Association  
19505 Quesada Avenue  
Port Charlotte, Florida 33948

## **Rules and Regulations**

### **INTRODUCTION**

Chapter 718 of the Florida Statutes [The Condominium Act] provides information relating to the organization and operation of Condominiums within the State of Florida. Chapter 718 also describes the manner through which condominium associations may develop rules and regulations for governance of the day-to-day rights, obligations and activities of condominium unit owners, residents, renters, visitors, family members, employees or licensees while on the condominium grounds and buildings.

Paragraph 12.5.5 (Declaration of Condominium, amended 6/99) states as follows: All of the provisions of the Condominium Documents and the Rules and Regulations of the Oaks IV Association shall be applicable and enforceable against any person occupying a unit as a lessee or a guest to the same extent as against the owner. A covenant on the part of each occupant, to abide by the Rules and Regulations of the Association and the provisions of the Condominium Documents designating the Association as the owners' agent with the authority to terminate any lease agreement and evict the tenant in the event of breach of such covenant, shall be deemed to be part of every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

The rules and regulations presented herein, as authorized and approved by the Oaks IV Board of Directors, reflect the expectations and standards of behavior deemed appropriate and desirable by the Oaks IV Condominium Association. In general, they reflect a revision of those Rules and Regulations adopted in 1999, but with a few additions and corrections to eliminate redundancy, combine two or more rules as appropriate, provide clarity of meaning and intent, are timely, and are grouped into specific alphanumeric headings and paragraphs for ease of reference.

- I. Common Elements/Limited Common Elements.**
- II. Leasing of Units (section 12.5 of Dec. of Condo –page 18)**
- III. Unit Owners/Tenant Responsibilities,**
- IV. Vehicle Maintenance and Storage,**
- V. Refuse and Trash Disposal.**
- VI. Noise and Other Disturbing Behavior**
- VII. Television Antennae and Dish Receivers,**
- VIII. Swimming Pool and Deck Areas,**
- IX. Care and Ownership of Pets,**
- X. Lanai / Furnishings and Contents,**
- XI. Adherence to Condominium Rules and Regulations.**
- XII. Application of Fines and/or Penalties,**

**I. Common Elements/Limited Common Elements.** The Common Elements and Limited Common Elements of the Association are defined in the Second Amended and Restated Declaration of Condominium, as same may be amended from time to time.

**A. One picnic table per building will be allowed. Any donated picnic tables will be considered the property of Oaks IV.**

**B. Any donated trees or landscaping must be approved by the Board of Directors and adhere to the criteria established for plantings. Any donated trees or landscaping will be considered the property of Oaks IV.**

**II. Leasing of Units (section 12.5 of Dec. of Condo –page 18)**

**A.** An owner intending to lease his unit shall give the Board of Directors or its designee written notice of such intention at least fifteen (15) days prior to the proposed transaction, together with the name and address of the proposed lessee and all other occupants, a copy of the proposed lease, and such other information as the Board may require. A background check is required for all lessees 18 years of age or older. The proposed lessee shall make himself or herself available for a personal interview, if desired by the Board, **prior to approval of the lease.** An interview may be conducted over the phone if it will be inconvenient for the applicant to appear for a personal interview. (12.5.1.A)

**B.** The owner or rental agent shall provide the lessee with a copy of the Rules and Regulations of the Association. Each lease or addendums attached thereto shall contain an agreement of the lessee to comply with the Condominium Documents. (12.5.1.C)

**C.** No unit shall be leased or rented for a period of less than thirty (30) days or one (1) month, whichever is the lesser. No lease shall be for more than a period of one year. (12.5.2)

**D.** Tenants are not permitted to have overnight guests (related or non-related) in the absence of the tenant's simultaneous residence.

**E.** Ten (10) days prior notice to the Association is required for all non-related and related overnight guests. For the purpose of this clause, "related" means all persons who are staying in the unit on an overnight basis are related to the owner or primary occupant (by blood, marriage, or adoption) to the following degree: parent, grandparent, child, grandchild, or sibling. (12.6.4.2).

- F. The total number of overnight occupants of a leased unit is limited to two (2) persons per bedroom. (12.5.3)

### **III. Unit Owner/Tenant Responsibilities**

- A. Upon arrival, unit owners, tenants, guests, or real estate personnel must register at the Association office for reasons of security as well as for accurate records of occupancy. If arrival occurred after office hours the occupant(s) should register on the next day that the office is open, but in no event later than one (1) business day from their arrival. The total number of overnight occupants of any unit is limited to two (2) persons per bedroom.
- B. Every unit owner must deliver to the Association office a key or keys to the unit entrance door, to be used should an emergency arise during their absence. Keys are kept in a secure office cabinet and used only with the owner's permission and notification. No unit owner or tenant shall alter nor install a new entrance lock without the prior written permission of the Board of Directors. For purposes of accurate record keeping owners must inform the Association whenever there is a change of address and/or telephone number for their residence away from Port Charlotte.
- C. Owners must use licensed contractors only. Construction hours are from 8:00 a.m. to 7 p.m. Monday through Saturday, and Sunday from 10 a.m. to 6 p.m.
- D. For reasons of personal health and safety, unit owners are responsible for all maintenance, repair and general upkeep on the interior of their respective condominium unit which includes the lanai and/or walled in courtyard area adjacent to some ground level units. The Oaks IV Association shall not be responsible for internal maintenance or repairs due to owner neglect or failure to carry out routine required maintenance and repairs in their units.
- E. Owners of ground level units with walled in court yards must maintain the area and keep it free from debris, weeds, underbrush, refuse piles, or other unsightly materials/plant growth, etc. In the event the owner/occupant of the unit fails or refuses to keep the area maintained in an acceptable manner, the Association may enter the area and remove debris/trash at the owner's expense. Such entry by the Association shall not be deemed a trespass.
- F. Linens, clothing, dust cloths, cleaning utensils, rugs, or any other articles may not be hung out or shaken from any of the windows, doors, fences, balconies, terraces, or other parts of the common elements.
- G. Personal property, other than automobiles of owners or occupants, shall not be stored outside their respective units. Bicycles may be stored under a staircase

where appropriate or in bicycle racks provided by the Association. Bicycles may not be stored on the lanai or grass.

- H. Garbage cans, supplies, or other articles shall not be placed and left on the balconies, terraces, entryways, or other common elements. No items should be placed on window ledges, doorways, courtyard walls, or other places where such could be a hazard to other persons.
- I. Gas grills are not permitted in or around units or upon the condominium property. Grilling is permitted only in designated areas outside the condominium unit. (12.12). (Storage of any flammable, combustible, or explosive fluids, chemicals, or substances is not permitted in any of the units, lanais, or courtyards or on the common elements.) The use of any type of grill, wood, charcoal, gas or the like on the lanai or courtyard using any flame generating type of device or heat source is strictly forbidden.
- J. Unit owners may use an electric grill (i.e. George Foreman grill, etc) or similar device to barbecue on their lanai or court yard. Unit owners or tenants may secure a permit for an outdoor cookout around the pool or picnic areas. The number of non-resident guests shall be limited to eight persons unless individual responsible for the event otherwise approved by the Association management, who will be issued a pass.
- K. Employees of the Association are not permitted to do personal work or provide personal services for residents or guests.
- L. Children visiting on the grounds or staying with the owner/ occupant of a unit are the direct responsibility of their parents or legal guardian. Such responsibility includes supervision and full compliance with all provisions of the Association Rules and Regulations or other governing documents.
- M. Owners or occupants may not install window air conditioning units or window fans in condominium units. Aluminum foil shall not be used to cover windows or doors.
- N. No sign, advertisement, notice, or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the condominium property except signs used or approved by the Association. Except for hurricane shutters that have been approved by the Board of Directors, no awing, canopy, shutter, or other projection shall be attached or placed upon the outside walls or roof of any building or on the common elements.
- O. If an owner, tenant, or occupant intends to be vacant from their unit for a period of more than 48 hours (2) days, said owner/tenant/occupant shall be responsible to placing the shutoff valve for plumbing to the unit into the off position. If a water leak results in the damage to the common elements, limited common elements or unit of another owner and the date of the damage is



subsequent to the date in which a unit owner/tenant/occupant was responsible for shutting off water to the unit at the shutoff valve, a presumption shall be created that the unit owner who or whose tenant or occupant failed to act in accordance with this paragraph, is negligent and therefore responsible for the damage caused as a result of same.

- P.** Any damage to the Condominium Property is to be reported to the Association or its designee within **twenty-four (24) hours** of the discovery. Any damage shall include, but not limited to, damage caused by water no matter what the source of the said water damage.
- Q.** If a unit owner, tenant or occupant shall be vacant from a unit for a period to exceed **fourteen (14) calendar days**, the unit owner is responsible for causing said unit to be inspected at least every **fourteen (14) days** thereafter until such time as the owner/tenant/occupant returns to the residence. The Association shall provide inspection forms for the owner to provide to the party who is responsible for the inspection. The inspection form must be provided to the Association or its designee within **two (2) business days** of the inspections. The failure of the unit owner or inspector to provide the form to the Association or its designee shall create a rebuttable presumption of negligence that the unit owner has failed to comply with this rule. In addition, as a result of the failure to the inspection the Condominium Property is damaged in any way, manner or form, then the unit owner who failed to comply with this paragraph shall be responsible for the damage as a result of said negligence.
- R.** Any unit owner/tenant/occupant who shall be vacant from their unit for more than **2 weeks (14) days** shall notify the Association or its designee of such vacancy so the Association may maintain a record of vacant units. Upon the return to the occupancy of the unit by the owner/tenant/occupant, the Association shall remove said unit from its list of currently vacant units.
- S.** Unit owners are required to replace their water heaters every **ten (10) years** after the manufactured or installation date of said water heater. If the failure of a water heater results in damage to the common elements or unit of another owner and the date of the damage is subsequent to the **ten (10) years** of the manufactured or installation date of the water heater, a rebuttable presumption shall be created that the unit owner whose water heater was not replaced in accordance with this rule is negligent and therefore responsible for the damage caused as a result of the same.
- T.** All unit owners shall obtain and maintain individual insurance policies which provide coverage upon all personal property within a unit or limited common elements, floor, walls, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops and window treatments, including curtains, drapes, blinds, hardware and other similar

window components, or replacement of any foregoing which are located within the boundaries of the unit and serve only such unit. The Association must be named as an additional insured on all such policies. Said policies must conform to the requirements of the Florida Statutes 627.714 (as same may be amended from time to time), including but not limited to, providing for "special assessment" coverage of no less than \$2,000.00 per occurrence.

#### **IV. Vehicle Maintenance and Storage**

- A.** Motor vehicle speed limit at the Oaks IV Condominium property is restricted to fifteen (15) miles per hour. Vehicles must observe stop signs and only use the main egress through Oaks III. Oaks III parking lots are private property and are not for Oaks IV use.
- B.** All motor vehicles parked on condominium property must possess a current license plate and registration. Inoperative vehicles may not remain on the premises beyond 24 hours. No vehicle repairs, other than to change a flat tire or dead battery shall be made on condominium property. To prevent damage to pavement any vehicle leaking fluids must be repaired immediately upon owner notification or it will be removed from condominium property at owner's expense.
- C.** Any owner or tenant who will be absent from the Oaks IV Condominium for an extended period of time and plans to leave a vehicle on the premises during their absence must leave an ignition key to the vehicle with the Association office. For reasons of emergency, which require the need to move a vehicle, all such vehicles must be in operative condition.
- D.** Trucks, commercial vehicles, campers, mobile homes, motor recreational vehicles, boats or boat trailers, tents, or other temporary structures may not be stored, parked or erected anywhere on the condominium property at any time nor temporarily or permanently used as a residence
- E.** Pickup trucks without commercial advertisement and used for personal use only are allowed to be parked at the respective owner's unit. Owners of pickup trucks shall maintain a clean bed on their vehicle or keep the bed area covered.
- F.** Vehicles may be washed by bucket water only. Use of garden hoses to wash vehicles is not permitted. Parking motor vehicles on grass is prohibited.
- G.** All residents are required to have parking stickers on their vehicle. If there is no sticker, the vehicle will be considered as unauthorized and may be towed at the owner's expense.
- H.** A third vehicle is allowed only if three licensed drivers reside in a unit.

- I. Residents need to park in their assigned space. If residents own a second vehicle, it needs to be parked in a Guest space.

V. **Refuse and Trash Disposal**

- A. Large dumpster receptacles are located throughout the Condominium complex for the deposit of waste and trash. All materials deposited in the dumpsters shall be wrapped or packaged so that no loose materials are discarded. Recyclables (glass, plastic, tin cans and paper) must be placed in the appropriate recycling receptacles located proximate to the maintenance building. Cardboard boxes should be broken down and deposited in the recycling bin. Arrangements for the disposal of non-useable furniture can be made through the condominium office secretary.

VI. **Noise and Other Disturbing Behaviors.**

- A. Behaviors, activities, or disturbing actions inside or outside a building by owners, renters, families, friends, visitors, employees, etc., which interfere with the rights, comfort, or convenience of other residents are not permitted.
- B. Occupants shall not play or permit to be played a phonograph, television, radio, sound amplifier, CD/DVD player or computer in such a manner as to disturb or annoy other residents. Vocal or instrumental instruction at any time, which may disturb other residents, is not permitted.
- C. Vehicles with excessively loud exhausts are not permitted in Oaks IV.
- D. Quiet time is considered to be from 10 p.m. to 8 a.m.

VII. **Television Antennae and Satellite Dish Receivers**

- A. No exterior television antennae, satellite dishes or telecommunications equipment installation are permitted in any unit which interferes with the operation and reception of similar equipment in another unit
- B. Exterior television antennae or satellite dishes shall be permitted in accordance with FCC and Oaks IV rules and regulations adopted by the Board of Directors. An owner or tenant who desires to have an exterior antennae or satellite dish installed must first submit a written request to the Board of Directors and obtain from the Association office a copy of its rules for the installation of such devices.

- C. If permitted, antennae must not encroach upon any common elements, any other owner's individual unit, limited common elements, or the air space of the common elements.

Antennae, if permitted, will be located in a manner by which they are shielded from view outside the community or from other units to the maximum extent possible. This rule does not allow installation where an acceptable signal cannot be received. Nor does it permit installation on common property even if an acceptable signal cannot be received from an individually owned or exclusive use area.

### **VIII. Swimming Pool, Pool Area & Screen Room**

- A. The pool area is a designated "non-smoking area" as defined in Florida statutes.
- B. Responsible pool area behavior is essential to the safety and enjoyment of the facility by all residents and guests. All persons who use the pool are expected to follow these requirements.
- C. Use of the pool before or after posted hours for swimming is prohibited.
- D. Posted rules as required by the Charlotte County Health Department must be observed. All persons must take showers before entering the pool.
- E. No lifeguard is on duty. Persons swim at their own risk. Parents or guardians must accompany children under 14 years of age and supervise their behavior at all times.
- F. Food is not allowed in the covered area of the pool. Glass or otherwise breakable beverage containers are not allowed in the pool area. Beverage must be in an aluminum can, plastic bottle or plastic container when inside the pool area. Beverages brought into the pool area must be kept a minimum of four feet from the water. **No alcoholic beverages** in the covered area of the pool.
- G. No pets are allowed in the pool and pool area at any time.
- H. Persons with weeping or open sores will not be allowed in the pool. Children still in diapers must have tight fitting rubber pants over their diapers. Proper fitting bathing suits are mandatory for all swimmers. No jeans or cut offs are allowed in the pool at any time.

- I. For reasons of personal and swimmer's safety horseplay, diving, jumping, or running leaps into the pool are prohibited.
- J. Inflatable or rigid floats or toys (i.e., balls) are not allowed in the pool except for lifesaving floats for those who cannot swim.
- K. No skates, skate boards, bikes or other personal transportation equipment other than handicap equipment is allowed in the covered pool area or the screen room.

**IX. Care and Ownership of Pets**

- A. Each Unit Owner, exclusive of tenants or guests, is allowed to keep one dog or cat of his or her own. No more than one dog or one cat may occupy any unit at any time. Dogs and cats shall not exceed fifteen (15) pounds weight at maturity, with the exception of documented service animals. Dogs and cats are permitted outside of the owner's unit only if on a leash and attended by an adult or child over twelve (12) years of age.
- B. Dogs and cats shall only be walked with a leash on those portions of the common elements designated for such purposes. Pet keepers walking cats or dogs shall remove their pet's solid waste products from the condominium grounds by first depositing the waste into a plastic bag (baggies) and then depositing that bag into an appropriate waste or trash receptacle.
- C. Dogs must be kept away from plantings, flowers, shrubs and trees. Barking dogs that disturb neighbors must be quieted. Repeated violations after two complaints about the animal's barking will incur a twenty-five dollar (\$25.00) fine for each recurrence until the problem is resolved.
- D. Small domestic birds or fish belonging to unit owners or tenants must be kept in the units.
- E. Feeding any wild or domestic animals of any kind within the condominium grounds is prohibited. Examples of such animals include ducks, birds, cats, squirrels, turtles, raccoons, and alligators.

**X. Lanai Furnishings and Contents.**

- A. The lanai is an extension of the condo unit and should be maintained so as to present an attractive uncluttered appearance. The Board of directors or their appointed representative(s) will check lanais

periodically to assure compliance with the Associations rules, regulations, and by-laws. Non-compliance may result in owners/tenants being fined in accordance with the condominium governing documents.

- B. Furniture should be of a type and size appropriate for exterior use.
- C. A reasonable number of plants and flowers in containers appropriate for planting and maintained on the lanai floor or upon stands is permitted. Plants in pans, buckets, boxes, or other makeshift containers are not allowed.
- D. The lanai is not intended for use as a general storage area for the unit. Belongings should be maintained in storage cabinets, which must be of a design approved by the Board of Directors. The Board of Directors may approve plastic storage cabinets at their discretion.
- E. Roll up bamboo shades may be affixed on the inside of the screens for the purpose of providing protection from the sun. This shade must be of a color that best matches the exterior condo unit color. Shades must be completely rolled up when the unit is vacated for an extended period of time.
- F. Christmas or other seasonal decorations are allowed during the customary times or as determined by the Board of Directors.

**XI. Adherence to Condominium Rules and Regulations.**

- A. Unit owners are responsible for the actions of their tenants and shall inform tenants that condominium rules and regulations must be observed. Every owner and tenant is expected to have read and understood the rules and regulations set forth herein and with any other governing documents designed for the benefit of both owners and tenants. Owners should be especially familiar with the Oaks IV Condominium Declaration and By-Laws.
- B. Failure of an owner or occupant to comply shall be grounds for corrective action, which may include without limitation, an action to recover sums due for damage, injunctive relief, fines or any combination thereof.
- C. In addition to all other relief sought, in the sole discretion of the Board of Directors, a fine or fines may be imposed upon an owner, the owner's family, guests, tenants, employees, or invitees for failure to

comply with any covenant, restriction, rule, regulation or other provision contained in the Association governing documents.

**XII. Application of Fines and Penalties.**

- A. Fines not to exceed \$100.00 per violation may be imposed by the Board of Directors pursuant to the general provisions of Chapter 718, Florida Statutes, of the Condominium Act. A fine may be imposed for each day of continuing violation with a single notice and an opportunity for a hearing provided that no fine in the aggregate shall exceed one thousand dollars (\$1,000.00).
- B. The party against whom the fine is sought to be levied shall be afforded an opportunity for a hearing after being issued reasonable notice of violation.
- C. Such hearing shall be convened not less than fourteen (14) days after receipt and shall include:
  - 1. A statement of the date, time and place of the hearing.
  - 2. A statement of the provisions of the Declaration, Articles of Incorporation, Bylaws or Rules and Regulations which have allegedly been violated; and
  - 3. A clear succinct statement of the matters asserted by the Association.
- D. The hearing shall be held before a committee of other unit owners appointed by the Board of Directors. The person being charged with a violation may be accompanied and represented by legal counsel or advocate, at personal expense, and have an opportunity to respond to the allegations, to present oral and written evidence on all issues involved in the matter and shall have an opportunity at the hearing to review, challenge, and respond to any related materials being considered by the Association in the matter under dispute. The committee shall render a decision by majority vote at the conclusion of the hearing, or after further deliberation, if necessary. Based on the evidence presented, it may or may not recommend an appropriate fine or penalty
- E. Fines shall be paid not later than thirty (30) days after notice of the imposition of a fine or the assessment of penalties. All monies received from fines shall be allocated as directed by the Board of Directors.
- F. Non-exclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled. However, any penalty paid

by the offending owner shall be deducted from or offset against any damages, which the association may otherwise be entitled to recover by law from such owner.

Revised April 2015

Approved by the Board of Directors on May 22, 2015.

Revised March 2016

Approved by the Board of Directors on **3/31/2016**