

17. Screen doors must be a uniform type approved by the Association. You must obtain the required forms from the management company.

18. No unit owner shall display any sign, advertisement, or notice of any type on the common elements or his unit (including windows and cars) or erect any exterior antennas or aerials except as provided in uniform regulations promulgated by the Association.

19. The lake located within the property may not be used for swimming, boating, fishing, or any other purpose. Its primary purpose is irrigation of the Association property. Except for maintenance personnel, no one is permitted within the boundary fence of the lake. The street drains on the property drain into the lake. Therefore, no materials that may contaminate the water in the lake may be introduced into the street drains.

20. No unit owner shall permit any activity or condition within his or her unit which will increase the insurance rates on his unit or common elements, or which may obstruct or interfere with the rights or comfort of other unit owners. Noise and music should be kept at levels consistent with this rule at all times, with particular attention to compliance after ten PM and before nine AM. Independent contractors employed by a unit owner and working outside a unit should also be restricted from creating disturbing sound levels. No work can start prior to 8:30 A.M. and must be completed by 5:30 P.M. No work is to be performed on Sunday.

21. **Pool.** The use of the Association pool and enclosure are restricted to unit residents and their guests. Owners of units that are rented to others are not authorized to use the pool. Guests are to be accompanied by the unit residents at all times. **There are no lifeguards on duty.** The pool water temperature is intended to be kept at 79 to 80 degrees during the cold season. The Jacuzzi temperature is kept at 103 to 105 degrees year-round. Pool and Jacuzzi users must abide by the rules posted in the pool area. Children under twelve years of age must be accompanied by an adult. The sole responsibility for the safety and conduct of children in the pool and Jacuzzi lies with the parents or guardians. No running, pushing, shouting, excessive noise, or loud radio or other music is permitted in the pool area. Food, food preparation, and alcoholic beverages are not permitted in the pool area. Persons using the pool and pool area are responsible for disposing of any trash in receptacles and for restoring the area used to the condition in which they found it. **The gate is to be kept locked at all times;** access is by numeric code entry. The restrooms are also to be kept locked; unit owners are provided with a key to them.

22. **Garbage and recycling.** Garbage is collected by a private contractor on Mondays and Thursdays. Garbage and trash should be put out by the street in covered cans or heavy plastic bags, after six PM on the previous evening. Trash and garbage should not be put out in advance of that time. Large trash items will not be collected by the contractor but must be disposed of by the unit owner. Garbage cans and recycling bins are to be stored out of sight between pickups and should be placed out of sight by seven PM of the day of collection. The use of recycle bins is encouraged for bottles, plastic containers, and newspapers. These items are collected on Mondays only.

23. **Installation of Tiles.** Unit owners may not install floor tiles within their units or on patios except with the written approval of the Board of Directors of the Association. This requirement is intended to provide for the tranquility of occupants of units adjacent to, above, or below other units. Installation of tiles must include installation of soundproofing material under the tile. When patios are tiled, the pitch of the patio will be checked; if the pitch is not outward, it will require correction. Tiling of outdoor steps and walkways can only be done provided Association approval is obtained. (Forms are available from the management company).

24. **Pets.** Each unit owner or occupant is limited to one pet (OTHER THAN FISH), which must not exceed twenty-five pounds in weight. All pets on the property as of the adoption of these rules are permitted to be retained. Replacement pets must meet new standards pertaining to weight. Fish and caged household-type birds are permitted, provided that they are not kept on common elements and do not become a nuisance or annoyance to other residents. NO reptiles or wildlife are permitted. All pets must be registered (as applicable). Dog owners must comply with the City of Hollywood Leash Laws. Owners and residents with pets must either carry the pet or have the pet on a leash of not longer than six feet. Pets are not permitted to be kept on patios when the owners or occupants are not present in the unit, and they are not permitted in the pool area. PET OWNERS ARE REQUIRED TO PICK UP THEIR PETS' WASTE AND DISPOSE OF IT; THERE ARE SEVERAL RECEPTACLES ON THE PROPERTY FOR THAT PURPOSE.

25. **Unit Owners Responsibility.** The unit owner is held completely and legally responsible for strict compliance with the following Condominium Documents:

- A. Declaration of Condominium including amendments.
- B. Current Rules and Regulations.

26. **Consequences of Unit Owners Non-Compliance.** Failure to comply with the Condominium Documents shall result in liens and/or fines levied against unit owners. See Part II for compliance procedures.

27. **Extent of Unit Owners Responsibility.**

A. The unit owner's responsibility includes compliance with the condominium Document by their guests, visitors, leaseholders, and renters for any damage caused by themselves, their family members, guests, or employees.

B. Similarly, unit owners are responsible for the actions of contractors, workers they hire, or delivery men that may lead to damage or clutter of the condominium common area.

28. **Fines/Foreclosures.** Florida Statutes, Chapter 718 and the condominium Declaration Articles empower the Board of Directors of Emerald Oaks Condominium Association to bring legal actions against unit owners, in the form of a lien and foreclosures, for failure to pay required monthly maintenance fees or for failure to pay authorized assessments and fines.

29. **Unit Owners Pay Legal Fees.** Unit owners against whom legal actions are taken shall be required to pay attorney fees, administrative costs, and court expenses.

30. **Payment of Maintenance Fees.** Maintenance fees are due and payable on the first day of the month. Any fees not received by the tenth of the month shall be considered delinquent and a twenty-five dollar (\$25.00) administrative fee will be assessed to the unit owners. Late payment fees of \$25.00 may be waived on a case-by-case basis by the Board of Directors upon application by the unit owner. This fee will not be waived more than one time per calendar year.

31. **Foreclosure Automatically Initiated.** If a unit owner does not remove a lien that has been placed on his unit and the maintenance fee or authorized assessment exceeds \$500.00, foreclosure will be automatically initiated by the Association attorney

32. **Emerald Oaks Rental and Sales Rules.** Any owner wishing to sell or rent his/her unit shall comply with the following:

A. **Renting or Selling Procedures.** If renting or selling a unit, the unit owner must submit a written notice to the Association and approval must be obtained, in advance, of any contract, lease, or other document. The required forms are available from the Management Company.

B. The Association's Interview Committee will process all applications for sale or lease and recommend approval or disapproval to the Board of Directors of the Association, who will act on the request at its next meeting. Applicants must be personally interviewed by or accept collect calls from the Interview Committee. Applicants must meet the requirements of the condominium documents and indicate a willingness to comply with these rules and regulations in order to receive approval. The unit owner's account must be in good standing or be brought into good standing at the time of sale or lease in order that the sale or lease receive approval. Unit owners are responsible for providing their buyers or tenants with a copy of the Declarations of Condominium and these rules and regulations. If a tenant fails to comply with the rule, the unit owner will be informed by registered letter of such violations and that the lease will not be approved for renewal. The owner is liable for any lessee violations.

C. If leasing or selling a unit, the unit owner must submit a written notice of the Association and obtain approval in advance of executing any contract, lease, or other document. A transfer fee of \$100.00 must accompany a request to lease or sell a unit. When a unit is leased or rented, a \$500.00 security deposit shall be paid to the Association to cover any damages that may be done to common area property. If any such damage exceeds the amount of the deposit, the unit owner will be liable for any further cost of repair or replacement. The security deposit will be returned upon the expiration of the lease if no damage exists.

D. A unit owner may lease a unit only after owning the unit for at least one year. A unit may not be rented more than once in twelve months and may not be rented for less than a six-month term. No sub-letting is permitted.

E. **Application Fee to Sell/Rent Units.** An application fee shall accompany the request for approval from the Association to sell/rent a unit. The management company will have information on the cost of the transfer fee. Payment of this transfer fee does not in any way constitute approval.

33. Garage Inspection. Prior to any sale/rental all garages will be inspected. This insures that they are garages and that they stay as such.

34. Entry Gates. There are two entry gates to Emerald Oaks. They are both located on Park Road. One is for pedestrians, the other for vehicles only; pedestrians are not allowed to use the vehicular gate. Entry to the pedestrian gate is by a numeric code. Entry to the vehicular gate is either by entry code or the use of a clicker. Clicker replacement may be obtained from the Management Company at the cost in effect at that time. Checks are to be made out to Emerald Oaks Condominium Association for clicker replacement.

35. Unit Owner/Occupant Use of Vehicles. All Emerald Oaks Unit Owners/Occupants shall register their vehicles with the Association. The Management Company has the required registration forms.

A. All drivers while on Emerald Oaks property shall obey all posted signs concerning speed, rules of the road, and people safety. Maximum speed within the property is 9 miles per hour as posted.

B. No vehicle shall remain in a guest parking space for more than 24 continuous hours. Any car remaining in a guest space continually for more than 24 hours will be stickered and if the warning is ignored, the car will be towed at the owner's expense.

C. No vehicle shall be parked so as to obstruct or otherwise impede ingress or egress to any parking spaces.

D. No repairs of motor vehicles shall be made in any roadway, driveway, grassed, or parking area within the condominium property, nor shall such areas be used for storage or parking of boat trailers, campers, buses, or commercial vehicles, nor shall parking of such vehicles be permitted on the property.

E. No commercial lettered vehicle is allowed to be parked on Emerald Oaks property overnight.

F. No for sale signs on vehicles are allowed.

G. Non-compliance with the above rules may result in the vehicle being towed, and towing expense will be paid by the vehicle owner.

H. Any towing expense will be paid by the vehicle owners.

I. Any vehicle parked in a handicap space without a handicap permit shall be towed and subject to a fine of \$250.00 by the City of Hollywood.

J. Drivers on the roads in Emerald Oaks must obey the rules of the road. There are to be no unlicensed vehicles on our roads, and all drivers must be licensed.

36. Parking Rules and Regulations.

A. Parking in Emerald Oaks complex can be a problem when individuals show no respect for neighbors or themselves. Our Emerald Oaks community was planned by the developer and approved by the City of Hollywood as having two parking spaces per unit. One space is the garage and the other space is the driveway. All other spaces are legally guest spaces only.

B. Parking in roadways, grassy areas, or any other area not designated as unit owners'/occupants' parking area is prohibited. Moreover, as the roadways in our complex have been designated as fire lanes by the City of Hollywood, all roadways must be kept clear at all times. Cars parked in such areas will be towed.

C. Actions against parking violator:

Individuals authorized to report parking violators:

1. Members of the Board of Directors
2. Unit owners or their lessees
3. Management employees

Individuals reporting parking violations should include the following information:

1. Exact location of the violation vehicle
2. Vehicle description
3. Vehicle tag number
4. Nature of parking violation

Reports will be made to Management Company or appropriate District Director.

D. Towing of vehicle:

Cars may be towed when the following violation occurs:

1. Blocking entry to a resident's driveway
2. Parked on the street.
3. Parked on the grass or in the right of way
4. Parked in a tow-away zone
5. Parked in neighbor's driveways without written authorization
6. Any car parked in "Guest Only" space, exceeding the twenty-four hour rule, commercial vehicles, or vehicles displaying for sale signs.

E. Cars may be towed by Board Members and the Management Company

37. Rules and Definition of Condominium Common Elements:

A. Common elements are defined as all land and all portions of condominium property not within any unit or units. (See Condominium Declarations)

B. No individuals may modify the common elements without permission of the Association. This includes individual plantings, decks, or other modifications.

C. No barriers shall be erected on common elements.

D. The size of hedges, where possible, will meet the desires of the unit owner/occupant, within the following limits: Hedges will not be cut lower than 3 feet, and will not exceed 6 feet in height.

38. Rules for direct Broadcast Satellite (DBS) Dish Installation:

A. The Rules and Specifications are being promulgated to allow the unit owners to install satellite dishes of less than one meter, in diameter, while still maintaining the appearance of the property and also to protect the rights of the other unit owners.

B. The Board has approved the installation of **Satellite Dishes of a Diameter of Less Than One Meter Only**. All other forms of dishes or antennas are prohibited.

C. DBS will be installed only at locations approved by the Architectural Control Committee and Board of Directors

D. Before Satellite Dishes may be installed; approval must be obtained from the Architectural Control Committee and Board of Directors. A request for Architectural/Landscape modifications can be obtained from the Management Company. Placing of Satellite Dishes will be determined by the Architectural Committee and will be stated in the approval notification

E. **Architectural/Landscape Modification Request for the Dish, Will Include the Following:**

1. Insurance and license certificate of installer
2. A check for \$300.00 as a security deposit, to be returned upon the removal of the dish if no damage is caused. If damage is caused, repairs must be done to the satisfaction of the Board of Directors before any refund is made. The above notwithstanding, any damage resulting from installation or removal of satellite dish is the responsibility of the unit owner.

3. Installation of satellite dish does not relieve the unit owner's obligation from paying the monthly fee for the bulk cable contract.

4. Installation of satellite dishes shall be performed by a licensed and insured installer only.

a. Installer/unit owner will be responsible for any direct or collateral damage caused during installation and during removal of satellite dish. Special care must be exercised while walking on roofs.

b. Applicable permits must be obtained from the City of Hollywood.

c. Satellite dishes must be securely fastened so as to withstand hurricane winds.

e. The bottom of the installed satellite dish shall not be more than 18 inches above the roof at the installed location.

f. Non-corrosive fasteners must be used to secure the dish and wiring to building. Wiring must be routed in a way so that it is concealed. The hole where the wire enters the building and the location where the dish is secured to the building must be sealed from water entry. The wire must be installed with a drop loop at the entry point.

No deviation from these Rules and Specifications is permitted. Violators are subject of fines as determined by the Board of Directors.

39. Insurance

- A. The Association maintains insurance for the buildings and certain common area items. Our insurance covers windstorm, hazard, and flood. There are certain levels of deductions for each type of coverage.
- B. Residents are urged to acquire insurance for items located within their respective Units.

40. Hurricane Shutters

The Association allows hurricane Shutters. The following types have been approved for installation: Panels, Roll Ups, and Accordion. Beige is the approved color for accordion and roll ups. All types of shutters may be installed 48 hours prior to a hurricane arrival and must be removed within 48 hours after the hurricane has passed.

Part II

Emerald Oaks Procedural Items

1. How the Emerald Oaks Condo Association is organized. The owners of the 205 units make up our subdivision called Emerald Oaks, which in turn is formed into the legal entity named Emerald Oaks Condominium Association. The Association is governed by a Board of Directors. The members are elected annually from among unit owners at a general meeting held each year in February. In between annual elections, the Board of Directors may appoint a unit owner to fill a Board Director vacancy should one occur. First consideration will be given to an individual from the district where the vacancy occurs. The selected individual will serve the remainder of the term to which they are appointed.

2. Make-up of the Board of Directors Membership. The Emerald Oaks Condominium Enabling Act provides that each of the 28 buildings that comprise Emerald Oaks is designated an individual condominium. Thus, Emerald Oaks is an Association of 28 Condominiums. For ease of governance and to provide proportional representation on the Board of Directors, our 28 buildings are grouped into seven districts. Thus, each Director is elected to represent one of the following districts:

District #1	Representing Buildings: 1,2,3,4
District #2	Representing Buildings: 13,14,15,16
District #3	Representing Buildings: 9,10,11,12
District #4	Representing Buildings: 6, 7,8,22
District #5	Representing Buildings: 19,20,21,27
District #6	Representing Buildings: 5,17,18,28
District #7	Representing Buildings: 23,24,25,26

Each Director is elected for a term of two years on the following schedule:

Districts 1,2,3,4 Even Years

Districts 5,6,7 Odd Years

3. Meeting Time and Place. The Board of Directors official meetings are held on the last Thursday of each month. The time and place of each meeting is posted on TV, the community channel, and at entrance to the Pool, 48 hours prior to the meeting. A copy of the Meeting Agenda is also posted at the entrance to the pool area bulletin board.

The meetings are open to all residents (owners and renters). All are urged to attend. It is your Association, and only with your participation can it function.

The Board of Directors has established the following committees:

Architectural

Budget

Landscaping

Rental and Resale (Interview)

Pool

Rules Enforcement

Other committees may be established as a need arises. Membership is open to all owners; these committees' cannot function without owner participation.

4. Compliance with Condominium Association Rules and Regulations

Every unit owner and occupant of the Emerald Oaks Condominium Association shall comply with the Rules and Regulations and condominium Documents, as well as those subsequently enacted by the Board of Directors of the Association. Failure to comply may lead to fines being imposed under the following procedures:

Notice: The Association shall notify the unit owner or occupant of the infraction or infractions. The President of the Association will determine if a violation should be referred to Rules Enforcement. The unit owner/occupant shall be granted an opportunity for a hearing after a reasonable notice of not less than 14 days, and said notice shall include:

A. A statement of the date, time, and place of the hearing.

B. A statement of the provisions of the Declaration, Association By-Laws, or Association Rules allegedly violated.

C. A brief and clear statement of the matters asserted.

D. **Hearing:** The non-compliance shall be presented to the Rules Enforcement committee. Said committee appointed by the Board of Directors pursuant to By-Laws, shall hear reasons whether a penalty should be imposed. The parties 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 under consideration by the committee. After factual determination has been made by a preponderance of the evidence presented, the individual cited shall be advised of his/her right to appeal the findings of fact at the next regularly scheduled and convened meeting of the Board of Directors. At that time, the non-compliance shall be presented to the Board, after which the Board shall hear reasons why penalties should be imposed. At the time of any appeal, counsel may represent the Association. A written decision of the Board of Directors shall be submitted to the owner/occupant no later than 21 days after they Board of Directors meeting.

E. **Fines:** The Board of Directors may impose fines, against the unit owner/occupant in the maximum amount of \$100.00 (or such amount as set forth in the Rules & Regulations stated herein).

F. **Schedule of Fines:** Violators may be charged \$100.00 a day for each day of continuing violations up to a maximum of \$1,000.00.

G. **Violations:** Each separate incident is grounds for a fine. In the case of continuing violations, each continuation of it after notice thereof is given, shall be deemed a separate incident.

H. **Payment of Fines:** Fines shall be paid no later than (30) days after imposition thereof.

I. **Application of Fines:** All monies received from fines shall be allocated by the Board of Directors

J. **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 otherwise legally be entitled. Any penalty paid by the offending owner/occupant shall be deducted from or offset against any damages, which the Association may otherwise be entitled to recover by law from such owner/occupant.

Options for Making your Association Payments

Option #1 Payment by Check with a Coupon

Enclosed you will find coupon(s) with envelope(s) for the mailing of your association payments. Please check the coupon(s) to insure that the proper information is reflected. **POST DATED CHECKS WILL NOT BE ACCEPTED.** If you are paying by check, your payment must be made using the coupon and envelope provided, make your check payable to your association, include your fifteen character account number on your check and mail to the address on the coupon which is:

Your Association Name
c/o Maintenance Assessments
P.O. Box 189115
Plantation, Florida 33318-9115

Option #2 Electronic Payments

If you wish to have your payment automatically deducted from your bank account please contact our office at customerservice@homeownercpa.solutions (954) 577-9848, or toll free (888) 838-9850 and the appropriate paper work will be sent to you.

Option #3 Payment with Your Online or Banking Service

If you are having your bank mail your payment or you are paying your account with your online banking service, instruct your bank to make your check payable to *Your Association*, provide them your 15 character account number exactly as it appears on your coupon with no spaces. If your bank check does not contain the 15 character account number, the association's bank will not be able to recognize the payor and the check will not be processed. **Since your payment is being remitted without a coupon, allow 5 to 7 extra days for processing.** Mail your payment to:

Your Association Name
c/o Maintenance Assessments
P.O. Box 189115
Plantation, Florida 33318-9115

Option #4 Payment on the Internet

You may view and / or pay your account on the internet with a credit card (American Express, MasterCard, Discover or Visa) or by E-Check. A processing fee will apply. Go to ***www.homeownercpa.solutions*** and create an on-line account under **Owner Login**.

Should you have any questions, please contact our customer service at customerservice@homeownercpa.solutions (954) 577-9848, or toll free (888) 838-9850 between 9:00 a.m. and 5:00 p.m. and we will be pleased to assist you.

Association Authorization for Lender Requests

Mortgage companies backed by Fannie Mae are subject to their rules and regulation. Pursuant to Fannie Mae's Selling Guideline requirements 87-3-01 it is the lender's responsibility to make sure the carrier, policy and coverage meet Fannie Mae's requirements.

Lenders request that we provide them with copies of the actual policies to verify coverage and appraisals to verify values, since these items are proprietary documents, we need your written authorization to provide this information to the lenders for closings and/or refinancing of the unit owners' mortgages..

Below you will find 2 options, a onetime authorization to provide the individual unit's lender the requested information (a signed form will be needed each time) and an open authorization to provide lenders with the requested information for any unit in the future. Please check all the items for your chosen option.

OPTION 1: As representative for the Association we authorize Hub International to provide to the lender the information requested for this specific unit owner. (If this option is chosen, a signature will need to be provided for every unit's lender transaction)

(Unit Owner / Lender)

Complete copies of insurance policies

Complete copy of the property Appraisal

OPTION 2: As representative for the Association we authorize Hub International to provide any unit owner's lender the requested proprietary information now and in the future until such authority is revoked by the association.

Complete copies of the policies

Complete Copy of the property Appraisal

Association: _____

Authorized Representative: _____

Signature: _____

Date: _____