#### **Eastlake Woodlands**

### **Condominium Unit VII Association, Inc.**

## Rules and Regulations

#### Introduction

The purpose of these Rules and Regulations is to establish procedures to assure that residents will be able to enjoy their condominium home and the use of the East Lake Woodlands, Condo VII facilities in a pleasant and harmonious environment.

There are distinct differences from single-family homes and rental complexes versus condominium living. Since numerous residents live in close proximity to each other, it is imperative that residents and their guests adjust to these differences from other life styles and accept new responsibilities.

Each unit owner, tenant, invitee, relative, or guest, hereinafter referred to as "Resident(s)" of the condominium unit, shall be governed by Florida condominium statutes, and by the following Rules and Regulations. In addition, residents are bound to the obligations and duties set forth in the Declaration of Condominium, and any amendments to these documents.

All "Residents" as defined in the following paragraph are expected to become familiar with the Rules and Regulations. The East Lake Woodlands, Condo VII community is comprised of numerous people with various differences in ages, interests, etc. Respecting the rights of others is essential when many people live closely together.

The Rules and Regulations may appear to be lengthy and detailed. However, it is important to read them, as they will be strictly enforced. They are designed to preserve the attractiveness and desirability of East Lake Woodlands, Condo VII. Compliance by all residents will enhance the overall appeal of the community.

The Association and/or the Management Company will be responsible for enforcing these regulations, and it is expected that all owners, residents, guests and visitors will cooperate fully. All residents are encouraged to inform their guests and visitors of these regulations. From time to time it may be desirable to amend these regulations: this will be done only after a proper review and majority vote by the Board of Directors in accordance with the Bylaws of the Association. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.

## **Rules Enforcement Policy**

### **Citations, Warnings and Fines**

- 1. Reporting of infractions is to be made in writing, signed and forwarded to the Management Company for investigation and appropriate action.
- 2. Minor infractions will be brought to the attention of the person or persons involved by the Management Company. Repeated infractions and violations of a more serious nature will be referred to the Board of Directors for action. The Policies and Procedures as outlined in the Compliance Committee Guidelines will be followed.

### General

Pursuant to Florida Statutes, the following Rules and Regulations have been duly adopted by the Board of Directors of East Lake Woodlands Condo VII and shall remain in effect until amended in part, or replaced by the Board of Directors.

- 1. All sidewalks, entrances, passageways, vestibules and all of the common elements must not be blocked or used for any purpose other than entry to, and departure from the premises. (This includes but is not limited to, items such as plants and planters).
- 2. Littering is strictly prohibited. Cigarette butts, candy wrappers, chewing gum, soda cans, etc. are to be disposed of in our trash dumpsters or taken inside your unit for disposal.
- 3. The personal property of all the residents shall be stored within their personal condominium unit.
- 4. No toys, shopping carts, potted plants; lawn or other furniture, carriages, bicycles, wagons or similar objects shall be kept on the common elements including halls, walkways, or entrances.
- 5. Bicycles are to be stored, uncovered, under each stairwell and are not to be fastened to the stairwell railings.
- 6. Lanais should be kept clean and free of clutter and should not be used as storage areas. The lanai must be maintained so that its appearance from the outside appears organized and orderly. No linens, clothes, rugs, mops, or laundry of any kind shall be hung or shaken from any window, door, balcony, or lanai.
- 7. Only usual and customary window treatments shall be placed over any window or door. This includes a solid white, beige or neutral colored window treatment facing the exterior. No bamboo shades, foil or bed-sheets shall be acceptable.

- 8. Gas-fired, charcoal, or any fire heated grills are prohibited. The use of any type of outdoor fireplace/fire pit is prohibited as directed by Florida Statute(s) 633.022 and 633.025. UL listed electric grills are permitted and must be stored inside the unit.
- 9. No flammable or explosive fluids, combustible, chemical or other substance shall be kept in any unit, lanai, or storage area.
- 10. No unit owner or resident shall make or permit any disturbing noise by himself, family members, employees, agents, visitors, or pets, nor do or permit anything by such persons/ animals that will interfere with the rights, comforts and conveniences of other residents. No radio, stereo, television or other sound amplifier shall be operated in such a manner as to disturb or bother other residents, at any time of the day or night.

  Moreover the volume of the aforementioned shall be lowered as of 10:00 p.m. each day.
- 11. No resident shall play or permit the operation of any musical instrument in a manner that would disturb other residents. No behavior which is a source of annoyance to the residents or occupants or which use of practice interferes with the peaceful possession or proper use of the condominium property by the residents or occupants shall be permitted.
- 12. All County, State, and Condominium occupancy provisions must be strictly adhered to regarding the number of occupants per unit. East Lake Woodlands, Condo VII documents limit occupancy to a maximum of two persons per bedroom.
- 13. No lanai may be rescreened or enclosed without prior written approval of the Board of directors. Owner must complete and submit to the Board of Directors the Architectural Review Application. If approved, the enclosure must conform to the style and standards established by the Board of Directors.
- 14. No awning, canopy, shutters, light fixtures or other projections shall be attached to, or placed upon the outside wall, doors, windows, or roof of any building.
- 15. No wind chimes shall be placed on balcony/lanai.
- 16. The limited common elements shall be kept free and clear of rubbish and other unsightly materials. No resident shall allow anything to fall or be swept from any window, balcony, or lanai onto the limited common elements.
- 17. Refuse and garbage shall only be deposited in plastic bags tied and bound. Cardboard boxes must be broken down. There is to be no stacking of discarded items by the dumpster, all refuse must be in the dumpster. Our community encourages recycling. Recycled items are to be placed in the appropriate container.
- 18. No sign, advertisement or other notice (except authorized official association notices) shall be exhibited, affixed, or displayed to any part of the common elements, vehicles or any condominium unit in such a manner as to be visible from the outside of the unit, without the prior written approval of the Board of Directors.
- 19. No advertisements, notices or circular shall be distributed on the condominium property without prior written approval of the Board of Directors.

- 20. No unit owner or resident shall direct, supervise, or in any manner attempt to assert any control over the employees or vendors of the Association.
- 21. Each residential unit shall be used as dwelling only, except as otherwise expressly provided in the documents.
- 22. Notice of scheduled meetings of the Board of Directors and schedules of the Agenda of the meetings of the Board of Directors will be posted on the Bulletin Boards at each mailbox cluster.
- 23. Notice of any other announcements will also be posted on the Bulletin Boards.

#### **Alterations to Units**

- 1. Unit owners are specifically cautioned that their right to make any additions, changes, alternations, or decoration to the exterior appearance of any portion of the building is subject to the provisions of the Declaration of Covenants, Conditions and Restrictions.
- 2. The grass area, plants and trees in front and back of each unit are owned by the Association. Changes or alterations are not permitted to lawns, shrubbery or other established exterior of a building or unit. (This includes, but is not limited to, Association non-approved changes or alterations such as trees, shrubs, or flower plantings, hanging flowers, edging, lights, patios, furniture or birdbaths.) The grass area must be free of all obstacles. This includes edging, lights, flagpoles, and furniture. Planting seasonal flowers around the building (rear or front) is not permitted. The use of flower containers are not permitted around the exterior of the building. Any proposed addition, change or alteration to the exterior of the building must be presented in writing on the approved "Architectural Approval Request Form" to the Board of Directors for approval, accompanied by written plans or drawings for such work.
  - Unit owners are responsible for any damages to the Common Elements or Limited
- 4. Common Elements caused by themselves, their family, guests, invitees, and lessees who are on the Condominium Property because of such unit owner.
  The Statute, which was amended by Chapter 2003-23, Laws of Florida, effective July 1,
- 5. 2003, allows a unit owner on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day to display in a respectful way, portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

#### **Insect Control**

Pest control is currently contracted by the Association for the exterior of the buildings based on the premise that the effective treatment to the exterior of the building negates the need for pest control treatment to the interior of the units. Our contractor will service the interior units upon request. Residents can call contractor themselves if they have a bug problem inside their unit. Information is listed on website at <a href="https://www.elwcondo7.com">www.elwcondo7.com</a>.

#### Children

Children are permitted to reside in East Lake Woodlands Condo VII. Resident adults are responsible, legally and financially for the actions of their minor children and their children's guests.

#### **Pets**

- 1. An owner may house two (2) household pets in the Unit, to be limited to dogs or cats weighing not more than 20 pounds each or forty 40 pounds in the aggregate at maturity, provided it is not kept, bred or maintained for any commercial purpose, does not become a nuisance or annoyance to neighbor. All pets must be kept on a leash no more than six (6) feet in length at all times when outside the unit. All pets must be walked in accordance with the Rules and Regulations of the Association.
- 2. Cats shall not be allowed to roam the property unattended. Loose cats are subject to trapping and being turned over to the Humane Society.
- 3. No exotic pets such as snakes, raccoons, skunks, ferrets, etc. are permitted. This section shall not prohibit the keeping of fish or caged household-type bird(s) in a unit, provided that a bird(s) does not become a nuisance or annoyance to neighbors.
- 4. Pets are not allowed within the pool area of the condominium property.
- 5. When a pet relieves itself, the pet owners are responsible for the waste material.
- 6. Any resident who permits their pet to be a continual disturbance to other residents or habitually fails to abide by these Rules and Regulations may be asked to permanently remove such pet from the condominium property.
- 7. Pets residing in Pinellas County are required to be licensed by the Pinellas County Animal Control center. When outside the condominium unit, pets must be leashed and must wear the license tag of Pinellas County.

#### **Parked Motor Vehicles**

If a "seasonal-use vehicle" is left in an assigned covered carport space, the vehicle may remain as long as the resident owner/ renter desires. The vehicles must have a valid license plate and be registered in at least one (1) of the owner/ occupant names. At all times vehicles shall be parked such that the license tag is visible from the roadway. Backing in is not permitted, even for a short period of time. Motor vehicles parked in covered or uncovered spaces cannot be "stored" while owners are (1) serving in the U. S. Military, (2) assigned to out of state/ out of country duty or employment/ voluntary service(s), etc. Abandoned motor vehicle owners may be fined by the Association if such a reality occurs and /or the motor vehicle may be towed without notice immediately on discovery by the Association. Do not back into parking areas, this is a security problem.

### **Vehicles and Parking**

- 1. Each condominium unit is assigned the exclusive use of one parking space.
- 2. Any vehicle improperly parked or parked in another unit's space may be towed without notice, at the expense of the owner. Other cases of improperly parked vehicles are: fire zones, street parking, grass parking, and are subject to immediate towing by the Association. Restricted parking areas are identified near the dumpster, the car wash and the Loading area (front of Bldg 4/5).
- 3. No commercial vehicle shall be left, stored or parked overnight on the condominium property. A commercial vehicle is a car, van, or truck with any commercial sign painted or otherwise affixed to the vehicle, and/or having visible work equipment such as racks, ladders, pails, etc.
- 4. No recreational vehicle, car, or trailer shall be parked at any location on the property.
- 5. Vehicle speeds should not exceed 15 miles per hour in the condominium area.
- 6. No vehicle repairs shall be made on the condominium property.
- 7. Damage to parking areas by oil, transmission leaks or anti-freeze leaks, or structural damage to carport by cars parked by owners, renters, overnight guests or visitors is the responsibility of the unit owner.
- 8. The car wash is for residents only. Cars may be washed in the area at the end of the pool. Car washing is restricted to days and times permitted by the Pinellas County Water Authority. A hose is supplied by the association.
- 9. No resident or visitor parking is allowed in the "Loading" space located at the corner of Bldg's 4 & 5.

## **Recreation Area (POOL)**

- 1. The hours of admittance shall be from dawn to dusk.
- 2. Sanitary provisions shall be in accordance with the regulations adopted by the Association and are posted in the pool area.
- 3. Rules of the Pool are: No Diving- No Pets (this includes Service, Support or Therapy animals)-No Glass-No Running or Horseplay-No Loud Radios-No Intoxicated Persons.
- 4. Smoking allowed ONLY in designated area.
- 5. The Association reserves the right to limit the number of guests as may be necessary.
- 6. The facilities are for the exclusive use of unit owners, their approved renters, and guests.
- 7. Use of the pool at East Lake Woodlands, Condo VII is at the sole risk of the user, and owner, and East Lake Woodlands, Condo VII assumes NO LIABILITY for the use or misuse thereof.
- 8. All persons utilizing the facilities at the pool shall observe posted rules at all times. Adult condominium residents shall be held responsible for the behavior, actions and/or damages by guests and minor family members.
- 9. All children under the age of 12 within the pool area must be under the direct supervision of a custodial parent and/or the unit owner or tenant, of whom they are guests. The pool is unsupervised and no lifeguard is employed by the Association.
- 10. Babies (under the age of 3) must wear swim diapers in the pool. (Commercial swim diapers or diapers with rubber pants)
- 11. Persons under the influence of alcohol or a controlled substance are not permitted in the recreation area.
- 12. Pool and patio furniture shall not be removed from the recreation area. Close the table umbrellas before you leave the pool area and return pool toys to the storage container.
- 13. All trash must be placed in the garbage cans provided.
- 14. Use of the recreation area at East Lake Woodlands, Condo VII is a privilege and is conditional on the observance of the Rules and Regulations established. Persons failing to abide by these Rules and Regulations shall be subject to such penalties as may be deemed advisable by the Board of Directors, but not limited to temporary or permanent suspension of rights of usage.
- 15. Pool keys and bathroom keys are furnished as part of your privileges of the pool area. Be sure that you are given keys prior to move-in. Lost or misplaced keys may be replaced by the Management Company. Pool keys are \$25.00.

## **Pods/Moving Vans**

Moving from one location to another is difficult and time consuming. While some residents utilize a moving company, others prefer to either use a rental truck or utilize PODS. The use of rental trucks and PODS generally require the vehicle or POD to be stored near the unit. The Association's policy governing temporary parking of rental trucks or storage PODS considers these needs as well as the well being of the community.

Rental Vans: Except while loading and unloading near the destination, no vehicle or trailer shall obstruct traffic or access to or from an assigned space. No rental vans shall be parked under the canopy at any time. Rental vans may be left in an unassigned parking space for a period not to exceed 24 hours. Please contact your Property Manager one week in advance for available and acceptable locations. The unit owner is responsible for any damages caused to the common element by his/her agents, tenants, guests or contractors.

PODS: The placement of PODS shall be limited to unassigned parking spaces only. Under no circumstances shall they be placed under the canopy, lawn or other area, including the owner's assigned space. Temporary placement shall not exceed 72 hours. In the event more time is required, it will be your responsibility to store it elsewhere. Please contact your Property Manager one week in advance for available and acceptable locations.

# **Condominium Governing Rules**

- 1. Official records for East Lake Condo VII are maintained at the Offices of the management company. Appointments may be made to review records with supervision.
- 2. Official notices of Board of Directors meetings and any other required posting of notices will be posted on the bulletin boards located at the mailbox clusters.
- 3. All unit owners/tenants are invited to attend Board of Directors meetings. ½ hour will be scheduled before each board meeting for unit owners/tenants to offer comments, ask questions, or discuss concerns with the Board of Directors. Unit owners/residents will be limited to speak during the meetings. Unit owners wanting to speak on an agenda item must sign in prior to the beginning of the meeting. The Board of Directors reserves the right to limit discussion of agenda items to one minute per unit owner.

### **Rentals, Leases and Sales**

Prior to renting, leasing or selling, the owner is required to submit an application to the Board of Directors.

NOTE: Under no circumstances will any Unit in ELW Condo VII be used as a vacation rental (i.e. AirB&B, VRBO, HomeAway, etc.) or TimeShare facility.

The application packet for new ownership includes:

- 1. Copy of Sales Agreement
- 2. Copy of Background/Credit Report
- 3. Contact Information Sheet
- 4. Copy of Association rules and regulations
  Signature receipt and agreement of current copy of rules and regulations.
- 6. Signed and returned crime free Addendum
  Signed and returned copy of New Owner Application

The application packet for leasing a unit includes:

- 1. Rental application
- 2. Copy of Background/Credit Report
- 3. Signed copy of lease
- 4. Copy of Association rules and regulations
- 5. Signature receipt and agreement of current copy of rules and regulations.
- 6. Signed and returned crime free Addendum
- 7. Signed copy of BOD approval of occupancy

An application fee is required at the time of application. NO APPLICATION WIL BE PROCESSED WITHOUT THE APPROPRIATE FEE AND NECESSARY PAPERWORK.

- Any unit owner who allows a tenant to reside in their unit without first complying with the required application and approval process will be in violation of the Declaration and subject to remedy-this will include legal action and eviction.
- 2. Additional description of the right and obligation of unit owners and Association in regard to leases and sales of these condominium units is contained in the Declaration of Condominium and By-Laws of East Lake Woodlands, Condo VII.
- 3. Applications as well as Rules and Regulations may be obtained through the Association's Management Company.
- 4. The Board of Directors shall act within fifteen (15) working days to approve or disapprove the proposed rental, lease, or sale. No application for lease for less than six (6) months shall be considered.
- 5. The application fee for transfer of ownership or lease is \$100.00

## **Delinquency Procedures**

All delinquency notices are sent starting on the 16<sup>th</sup> of any given month. This notice is advising the homeowner that we have not received their assessment and ask they send it promptly.

Should a homeowner fail to pay after receiving the friendly reminder and they are now 2 months delinquent in payment, a Demand Letter of Notice of Intent to Lien is sent to them via certified mail and regular first class mail to all known addresses.

After the statutory time has expired, whether it is 30 or 45 days and no payment has been received, the files are copied with all appropriate documentation and forwarded to the Associations' attorney to file a lien against the property. Once a file is at the attorney's office we stop all communication with the homeowner pursuant to the attorneys' instructions. Recommendations as whether or not to foreclose on any given property come from the Associations' attorney. Foreclosures are usually completed within 8-9 months.

### **Hurricane Shutter Policy**

Your Association has adopted the following policy governing the installation of Hurricane Shutters pursuant to Chapter 718.113 (5). Florida Statutes. The intent of this policy is to afford those who wish to install Hurricane Shutters the ability to do so while assuring uniformity and consistency throughout the community.

COLOR- Shutter/non shutter protection shall be an off-white color selection, no darker than the exterior color of the building. All installations must have prior approval from the Board of Directors.

CLOSING Shutters/non-shutters: After a named hurricane is imminent in Pinellas County, installed shutters shall not be closed more than three (3) days prior to local area announced hurricane landfall.

OPENING Shutters/non-shutters: Once local media reports that a hurricane has vacated the area, shutters/storm panels, etc. shall be rolled up, opened or removed within three (3) days of the hurricane's exit.

POLICY: This policy is intended to provide guidelines for a unit owner's decision on hurricane protection. To prevent permanent damage to buildings, installation of all shutter/panel

protection must be installed by manufacturer's representative, local distributor, or licensed contractor and must have prior Board approval. Exterior building walls and window framing must be kept sealed/ watertight. Interior unit installations are at the owner's option. Once the installation is complete, the owner shall notify the Association for an inspection.

OTHER TYPES OF PROTECTION: In the event you choose another form of protection, please be advised the owner is responsible for any damage to the common elements such as holes in the exterior surface of the building.

#### Note

Beginning April 2002 the Association will assess a \$20.00 late fee for monthly fees received after the fifteenth (15<sup>th</sup>) of the month. Please be advised "received" does not mean postmarked or the date on the check or money order. Please allow ample time for the holidays and weekends that may hamper the day payment is received. The Association encourages "Direct Deposit" to assure timely receipt of maintenance fees. A 15% annual interest (1.25% monthly) rate will be charged to delinquent accounts.