

This is a customized draft of your Residents' Handbook

Because each community is unique, it is impossible to anticipate certain highly specific requirements when developing an intelligent automated document generation scheme. Although information provided about Redwood Acres enabled substantial customizing in the generation process, this material should not be regarded as complete and in final form. Rather, this is a *starter* draft—ready for your volunteer association members to review, then further optimize for your association. Your Board may wish to designate an editor to make such changes.

Appoint an editor

Since Redwood Acres has been in operation for about twenty-three years, your collective experience enables you to tune this draft into a superior handbook. The person chosen as editor probably should be the person most intimate with the affairs, management and history of your association—possibly the President or other senior or retired Board member or other experienced and trusted association member. This editor would be responsible to submit subsequent drafts for comments and suggestions by the Board prior to its approval for publishing.

Before printing

Before printing this document, ensure that you have referred to the User's Guide pdf document that came with your Directors' Survival Kit. It includes important information about

- further customization of these documents for your association.
- proofing the files and correcting for unpredictable page breaks that occur as a result of additions and deletions in the customizing process.
- the need to have your attorney review the final draft before adoption and use.
- ensuring the pages are in the correct order prior to duplex photocopying.
- making final adjustments to your word processor's options settings.
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Residents' Handbook

REDWOOD ACRES HOMEOWNERS ASSOCIATION

To enliven and make your Residents' Handbook more attractive for your residents, consider adorning its pages with photos of your community—perhaps photos of its beautiful landscaping or from a neighborhood picnic.

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Keep supplements

You may receive notices, from time to time, of changes and additions to our Residents' Handbook as well as updated lists of contacts with e-mail addresses and telephone numbers. Please save any such notices and supplements here.

Should you move, please leave this and any supplements for the new residents.

Do not distribute outside of Redwood Acres

These documents include copyrighted, protected material from another organization, www.proaccess.com, therefore we may not distribute any of this material to other associations, management companies or any other organizations or individuals for use outside of Redwood Acres Homeowners Association.

Conflicts in authority

The contents of this document are subordinate to the Declaration (Declaration of Condominium), Bylaws and other governing documents of Redwood Acres Homeowners Association and codes and ordinances of the City of Orlando and laws of the state of Florida. Any inconsistencies between this document and those authorities defer to the latter. Periodically our Board of Directors has this handbook reviewed by our attorney to ensure consistency with those authorities.

Acknowledgements

Much effort has been invested in creating architectural standards and in drafting residents' handbooks and architectural standards manuals for homeowners associations. Many dedicated people from other associations have labored to craft their versions and community management organizations have written publications describing the art.

This document was the product of countless hours of meetings, research, writing and review by people with many years of experience in common interest management.

We would like to acknowledge and thank these individuals and organizations for their suggestions and support that made possible this handbook.

[Insert names of individuals and organizations.]

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Welcome to our special community.

The quality living environment we enjoy at Redwood Acres is enabled by the direct involvement of our residents, who have actively assumed the responsibilities that attend its attractions. We participate in managing its finances and common grounds, writing its newsletters, maintaining architectural controls and rules, and planning social events to ensure a quality of life found in few places.

Our condominiums and the environment we have nurtured at Redwood Acres have attracted residents with diverse and considerable talents who participate on various committees and on our Board of Directors. Together, and through our careful selection and supervision of a professional Community Association Manager, we have created and we maintain a community you can be proud to be part of, and to which you can make your contributions in areas of finance, architectural review, grounds management, social/recreation, newsletter/communications and other areas. Whether you own or rent your condominium, you can make your interests known in any of these areas by contacting our Community Association Manager, or any member of a committee or our Board of Directors.

Special obligations belong to our homeowners. If you have purchased one of our 220 condominiums, you have not only assumed $\frac{1}{220}$ of the ownership of common assets, but $\frac{1}{220}$ of the responsibilities for managing them as well. Costs of maintaining our community are measured in more ways than money. Your dues cannot adequately substitute for contributions of your time. It is important that we each assume our share of responsibilities. Please volunteer for a working committee of your choice or accept appointment as your name may come up on our roster every few years. And when you're not active on a committee or the Board, please support those who are by completing a ballot or proxy when asked and attending our September Annual Meetings. Only your resolution to participate—to be hands-on involved in sustaining the quality of your community—can preserve that environment in which we have all invested.

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You are about to read a short explanation about what Redwood Acres is and how we operate. This will explain whom to call for what, rules, our insurance, the architectural standards and approval process, general information and answers to frequently-asked questions.

Please read this booklet, ask others in your household to read it and keep it handy for reference.

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What our association is



As members of a Condominium association, we each can have the benefits of sharing common facilities otherwise difficult to own, of living in a nice condominium in a neighborhood the quality of which we mostly determine—and with some terrific neighbors.

Attendant to a community like ours, with its higher density housing and shared common property, are collective responsibilities. We have an impressive talent pool for sharing management of those responsibilities.

Our Association, *Redwood Acres Homeowners Association*, is a nonprofit corporation, the legal form we take that allows us to

- enter into contracts.
- own and maintain property.
- levy and collect assessments.
- become an employer.
- buy insurance.
- pay taxes.
- borrow money.
- formally agree on rules and authority.

The Declaration

If you own a condominium here, your purchase automatically entitled and obligated you as a member of the Association. The *Declaration* (Declaration of Condominium) is the document that describes those entitlements and obligations. You received a copy of it before purchasing your condominium.

If you are renting your condominium from a homeowner, you are bound by many of the Declaration terms and rules, some of which are summarized in this booklet; violation of those terms or rules may be a default under your lease so you should familiarize yourself with the *rules* section beginning on page 15 of this handbook.

The Declaration make us possible. Every homeowners association has one. It is a comprehensive description of the Association's rights and owners' rights, of administration, membership, property and voting rights, maintenance and assessments, duties and powers, use restrictions, architectural controls, protection, and other provisions.

Ultimately, almost every Association activity is governed by or affected by the Declaration. By reading them you may gain insights into why a committee or the Board acts in a particular way or why we have regulations and obligations of enforcement. If

you are an owner it also will help to prepare you for taking your turn on the Board or on a committee.

Your condominium

Your condominium is your most obvious asset at Redwood Acres. It is principally what motivated you to purchase.

Ownership of the living area is sometimes described as including Because of our common design elements and proximity of our condominiums to one another, additions and improvements made by one neighbor can affect the property values of the rest of us. To this extent, common interests do affect what you can do with the exterior of your condominium. Protections are afforded us by our Declaration as *architectural controls*. Any change you wish to make outside that will be visible from any other place in our neighborhood, whether from the street, sidewalk, or from your neighbor's window, must be approved by the Architectural Review Committee (ARC). See *The architectural review process* beginning on page 25 of this handbook.

Common area

If you are an owner, when you purchased your condominium you also purchased a proportionate, undivided interest in the other *common* areas as well, that is, sidewalks, driveways, parking areas, buildings, two pools, two tennis courts, hot tub, community center, exterior lighting, trees and landscaping and other physical assets. Part of the dues you pay each month goes toward the maintenance and replacement reserve funds for these assets.

Some of the common areas are termed *restricted*, that is, they are reserved for your exclusive use. These include your private patio, private deck, private balcony, and designated carport. Although the Association is generally responsible for maintaining them, others are restricted from using them.

Common areas, even restricted common areas designated for your exclusive use, are protected by the CC&R's from uncontrolled changes. (See *The architectural review process* on page 25 of this booklet.)

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Committees

These groups are the means by which you can involve yourself and make things happen at Redwood Acres.

Some committees are permanent (standing) such as the Architectural Review Committee (ARC). Others are more transient (ad hoc). For example, the Budget Committee is appointed and becomes active each July as we begin to prepare our budget or as our Board directs. The Rules Committee is appointed as we decide new or amended rules are required, to help resolve disputes or complaints, or to perform other activities consistent with its charter. The Nominating Committee is appointed in June to nominate qualified candidates prior to Board elections.

Still other committees are possible. A nice thing about living here is we really do run ourselves. You are part of us. If you have an idea for a new committee, club or group, you can start it—or you can join others in existing committees. Either way, you *can* affect how Redwood Acres operates.

Board of Directors

The management of Redwood Acres includes management of our physical assets, money and other resources, contracts and liabilities. Your Board of Directors, made up of five unpaid volunteers, directs our affairs. They meet frequently to review and make decisions about our finances, common area maintenance, legal issues, committee proposals, and countless issues affecting us. They supervise a professional Community Association Manager engaged by the Association to manage our day-to-day affairs.

Our Board of Directors welcomes those who attend its regular meetings and is receptive to ideas and requests. They value your input.

Generally, Board members are elected after having gained experience and knowledge about our Association by having served on one or more committees. Committees are an excellent way to learn how we operate.

Each September at our Annual Meeting, we elect Directors for two-year terms. If you are an owner, you help decide who our five Board members will be.

If you have never been a member of a homeowners association, an important note: Our Board elections can affect you much more directly and significantly than most other Association or club elections you have participated in. Our Board is our business management body managing a budget of hundreds of thousands of dollars, your interest of tens of thousands of dollars of Association assets, dealing with serious legal issues and making decisions affecting the value of tens of millions of dollars worth of real estate.

Our Board of Directors is not a social club. Please, elect it seriously and serve on it conscientiously.

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You and the Association

You are responsible for more than your condominium. Your investment in the common interests of Redwood Acres Homeowners Association obligates you to an equal share of responsibility for their management. Documents you received before purchasing your condominium informed you of those obligations and your decision to purchase should have been made in contemplation of serving on one or more committees or on the Board of Directors.

Though many of us have tremendous demands upon our time, none of us is exempt from these responsibilities or the consequences of neglecting our collective obligations. Many of those obligations are prescribed in our Declaration, a document we are each legally bound to follow.

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General information



Whom to contact

General guidelines

Occasionally, you may have a question or problem with which you need assistance. Generally, **if you own your condominium**, you should contact our Community Association Manager or Association President or appropriate Board or committee member. Contact information is on the Residents' Handbook Supplement sheet you received with this booklet, updated periodically. **If you rent your condominium**, you should contact your Rental Manager or the person from whom you rented your condominium.

About payments

We all pay dues or rental fees regularly. Just as individual households have expenses, collectively we have ours. Whether you are an owner or renter, please make your payments promptly.

Renters: Every month or as previously arranged, you send your rent payment to your Rental Manager or person from whom you rented your condominium.

Owners: Each month you make out a check for dues payable to "Redwood Acres." Send your dues, assessments, or other payments in care of the party indicated on your statement. This will be a bank, our Community Association Manager or the Association Treasurer. Should you have questions about charges on your statement, please call our Community Association Manager.

Note, any dues statement you receive *is not a bill*, but rather a statement sent for your convenience. The date your payment is due is not determined by when the statement is sent but rather is prescribed in our Declaration. (See *Delinquency and Collection Policies and Practices*, below.)

Delinquency and collection policies and practices

The following summarizes our Redwood Acres Delinquency and Collection Policies for homeowners: Monthly assessments are due on the first day of the month and are delinquent if not received by the 15th. In case of delinquencies, payments received are applied to the earliest accrued assessments first. A reasonable late charge equal to the greater of ten dollars or ten percent of the delinquent assessment or the maximum rate permitted under Florida law shall be charged. Any delinquent assessment shall bear interest from the delinquency date at the rate of the greater of twelve percent per annum or the maximum rate permitted under Florida law. The Association can also take legal action (suits, liens and foreclosure) to collect delinquent dues. A lien will be filed for assessments overdue after 90 days. Foreclosure proceedings are commenced for

assessments overdue after 6 months. Legal fees, court costs and interest can be collected by the Association in enforcing payment of delinquent fees.

To report security problems

Fire

Dial 911. Unless you can contain a fire *quickly*, call the fire department. Accidents happen, but if you delay out of fear or embarrassment, damage can be swift and extensive and we may all be affected.

Criminal activity

Report burglaries, thefts, break-ins, vandalism, violence, abuse to facilities, etc., directly to the police. When life or property is in immediate peril, ***dial 911***. For less urgent matters call the police department at its business number. Then call our Community Association Manager so our Board of Directors can be informed and we can warn others if appropriate.

Unauthorized parking

Vehicles parked in fire lanes are not only breaking our rules—they are breaking the law and endangering our homes. Owners may be cited and/or their vehicles towed. In event of an emergency, such a vehicle may be legally removed by emergency personnel using any means available, even if it results in damage to the vehicle. Also, if your car is parked in a fire lane and delays passage of an ambulance or other emergency vehicle, you may incur considerable liabilities. We must keep our fire lanes clear!

Visitors should park only in open, unreserved parking spaces. In order to ensure adequate visitor parking, residents are asked to park only in their carports or assigned parking spaces.

Many of us have experienced irritation in coming home and finding another car in our parking space. Usually, it belongs either to a visitor whose host has failed to inform of our parking regulations, or to another resident who parked closer to his or her condominium to unload something, intending to leave within a few minutes.

If the parking lights or flashers are not on to indicate a temporary park, write a windshield note asking the driver to please park in an unreserved parking space in the future. Only if the problem persists, call our Community Association Manager or your Rental Manager with the license number, vehicle description, and any information you may have about the vehicle owner.

In the back of this booklet is a *Courtesy Notice* form that you can copy and place on the windshield of a vehicle in violation of these or other vehicle rules. In the case of repeating violators, documenting the date, time, location, vehicle make and model, and license number for violations will provide us what we need to levy a fine. (Make sure you record this information when placing the form on the windshield.)

In extreme cases where a vehicle has been illegally parked for an extended period or is blocking an access, parked in a handicapped space without a proper permit, parked in a fire lane or parked within 15 feet of a fire hydrant and the vehicle owner cannot be located, we may have the vehicle towed. Contact our Community Association Manager or Board President should you feel towing is the only viable recourse.

To report maintenance problems

If you own your condominium, first determine whether responsibility for maintenance of the item is yours or the Association's. The Association is responsible for repairs and maintenance of all common property—that not within the airspace of your condominium. It is also responsible for items internal to your walls, like wiring, most plumbing, studs, joists, etc. You are responsible for maintenance of all items interior to your condominium, such as carpeting, interior painting and wallpaper, light fixtures, cabinets, appliances, and plumbing within your condominium's airspace like shower fixtures, feeds to faucets, toilets, and ice makers. You are also responsible for screen doors and your front door (except its exterior paint). If you ever have questions about who is responsible for something, please call our Community Association Manager.

Report repair items for which the Association has responsibility to our Community Association Manager. Contact information is on the Residents' Handbook Supplement sheet you received with this booklet. Otherwise, contact your own services contractor for your repairs. If you wish, you may call our Community Association Manager for the name of a contractor. However, the name of any contractor would be provided only as a courtesy and at your request. The Association, Board and committee members, Community Association Manager, or other person providing such referral *can make no representations about the competence, licensing, insurance, quality of work or make any other claims or warranties with respect to this vendor and expressly disclaim any responsibilities for services or products provided by such contractors or consequences of performance. You assume all risks for engaging the person or company in the referral.*

If you believe your repairs might affect common property as well as your own, please call and coordinate with our Community Association Manager. It may be possible for the Association to arrange for the repairs and bill you back for any services particular to your condominium.

If you rent your condominium, for repairs please contact your Rental Manager or the person from whom you are renting. Of course, if you need to report an emergency situation where property is in immediate jeopardy and you cannot reach that person quickly, call our Community Association Manager. If you still are unable to contact one of these people in such a case, you may contact a contractor yourself to have the necessary repairs done. Then contact our Community Association Manager as soon as he or she is available.

Whether you own or rent, please try to exercise some patience while we arrange for repairs. We try to complete emergency repairs quickly. However, anytime anyone is dispatched to repair, ultimately you pay part of the costs. Therefore, for many routine repair items we try to minimize those costs by preparing work orders with more than one item, which can result in some delay.

Also note, a map of Redwood Acres appears in the back of this booklet with numbered exterior lights and other items subject to maintenance. When reporting burned-out exterior lights or other items, please consult that map so you can specify the number of the item so we might locate it easily.

This is *our* neighborhood. We own our driveways, parking areas, and other common areas and are responsible to keep them clean. So, if you pass by a bottle or a paper cup someone has discarded, please help your neighbors out by picking it up and putting it into your trash. Let's all help.

To reserve the community center

You may reserve the community center for a party or other function by contacting the chairperson of the Social Committee or other person listed in our newsletter or Residents' Handbook Supplement Sheet that you received with this handbook. It is updated periodically. A deposit may be required. Please see *Using the community center* on page 20 of the Rules section of this handbook for rules on use.

For pest control

Should you have a problem with insects or rodents, call our Community Association Manager .

About neighbors and rules violations

A tradeoff of the benefits of our high-density living environment is that some of our habits and behavior may affect others. By agreeing to a body of rules, we can minimize problems. But more importantly, we must all exercise tolerance and consideration for our neighbors.

If you ever feel you need relief from something your neighbor does, please approach and discuss it with him or her. Usually you will find your neighbor very understanding and cooperative. And if you are the one approached, please be as cooperative as you can. A homeowners association has obligations and considerable powers to enforce rules compliance. Exercising those powers can be much more unpleasant than cooperating to resolve your neighbor's problem.

Only as a last resort, if your neighbor is not cooperative and you feel you have been more than tolerant, contact our Community Association Manager or your Rental Manager.

For approval to modify your condominium exterior

The value of a condominium can be affected by the appearance of other condominiums nearby. Therefore, to protect our homeowners, lenders, and the City, our Declaration provides for a system of review and approval for exterior changes that homeowners may wish to make to their properties.

Almost any change you wish to make outside that will be visible from any other place in our neighborhood, whether from the street, sidewalk, or from your neighbor's window, must be approved by the Architectural Review Committee. There are some exceptions. (See the lists of examples of improvements requiring approval, and those that do not, under *How to get approval of your project* beginning on page 27. To apply for approval, contact the Chairperson of the Architectural Review Committee or the Association President or our Community Association Manager. Contact information should be listed on the Residents' Handbook Supplement sheet you received with this booklet (updated periodically) and in our newsletters and on our website.

At the back of this document is an application form for you to copy, should you need to apply. On it, please include a complete description of the proposed changes and enclose detailed sketches, drawings, dimensions, and colors if appropriate. Attach additional pages if needed. Include all information the Committee will need to make a decision. Remember, if the committee should have to defer a decision because of inadequate information, your project may be delayed. For more information about the approval

process, refer to the *Architectural Review Process* section of this handbook beginning on page 25.

For Association government

Contacts, addresses, and phone numbers for Management, Board, and committees are printed on the Residents' Handbook Supplement sheet supplied with this booklet and updated periodically.

If you have an item of general concern to the rest of us, please attend one of our regular Board meetings. Meeting dates are published in our newsletter and on our website. Like you, Board members are residents and we all share many of the same interests. Let's get together and talk.

If it is impossible for you to attend a meeting, please contact us by other means. Although telephone numbers may be provided on the handbook supplement sheet or in our newsletter or on our website, the most effective way to be sure your non-emergency suggestions, complaints, or requests are brought to the attention of our management or Board is by writing them down in a note or e-mail. It may be gratifying to dial a telephone number and imagine a quick solution is imminent, but a written note or e-mail virtually guarantees attention. Copies can be distributed to Board members and management, and your note says what you mean—rather than what someone else might infer.

When you write your note, please *write unto others as you would have them write unto you*. Board members are your neighbors—volunteers contributing their time for you. (Some day you may be one of them.)

Please give or e-mail your note to a Board member or send it in care of our Manager. And please indicate if you wish something brought to the attention of our Board and not just management.

Exterior maintenance

You have probably seen a neighborhood where one condominium with neglected maintenance affected the appearance (and property values) of nearby condominiums. Our Declaration protects our property values by requiring each of us to maintain in attractive condition the exteriors of our condominiums.

Please keep the outside of your condominium clear of debris and do not store materials where they will be visible from the outside.

Irrigation and maintenance of our common areas is accomplished by our landscaping contractor.

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Security

Crime prevention

An effective Neighborhood Watch Program means each of us should know the people who live around us—so we can keep an eye out for each other.

So, meet neighbors you don't already know. You may wish to have an arrangement with a couple of neighbors you know and trust to exchange house keys for emergencies, to call the police should an alarm sound or should a suspicious person appear to loiter around yours or your neighbor's condominium.

One can always be friendly and ask a stranger if he "needs help finding someplace." Someone who belongs will appreciate your help. Someone who has ill intentions will know he's been noticed, is subject to being recognized if he does try something, and may leave.

Your awareness and healthy suspicion is essential to our Neighborhood Watch Program.

What you can do for yourself

In some homeowners associations, after a rash of burglaries the victims and neighbors may approach the Board with requests for increased security patrols, fences, special gates, alarms, and so on. Certain measures can be taken by a Board that will provide cost-effective protections. However, after proposing options and requesting bids, an analysis often determines such options not to be cost-effective when compared with much more effective security measures each resident can take individually. Instead of raising everyone's dues to cover less effective general security, the less expensive but more effective solution (in addition to being an active participant in our Neighborhood Watch program) is each homeowner making a one-time investment in quality security hardware.

Law enforcement officials have recommended locks with these characteristics:

- Dead bolt throw should be at least one inch long.
- The bolt should be constructed with a case hardened steel roller in the center. The roller will spin if someone attempts to saw through.
- The cylinder guard should have a non crushable, hard outer edge tapered or angled at approximately eleven degrees. This reduces the chance of a tool twisting off the lock. Some have a tapered outer ring that spins.
- The case or trim should be solid brass, bronze or steel.
- The exterior part of the lock (trim) should be connected to the inside portion with connecting rods (bolts) at least one-quarter inch in diameter.
- The mechanism of the lock should contain a five-pin tumbler system.
- The strike plates should be secured to your door jamb with at least four screws, three-to-four inches long, anchoring securely into the wall stud.

The Association relaxes architectural controls to allow owners to equip front doors with any locks, deadbolts, or other common security devices without seeking ARC approval, so long as they are visually unobtrusive and do not significantly impact structures. If you have questions about security modifications you'd like to make, don't hesitate to call our Community Association Manager.

Some other security precautions you can take:

- Install a home alarm system. You may wish to register your alarm with the police department so they will be able to contact you at work should your alarm sound.
- Use a locking pin in your sliding exterior doors.
- Engrave your personal property with your driver's license number. Photograph items you can't mark.
- Inventory your property, complete with serial numbers.
- Leave a light on or set a timer to turn on a light in the evening if you are away.
- Arrange to have a neighbor collect your mail and newspapers while you're gone.
- Don't leave a key under a door mat, flower pot, or other common hiding place. If you wish to have a second key in case of becoming locked-out, consider trading keys with a neighbor you trust.

Fire

We do have fire risk at Redwood Acres. Therefore, we bear special responsibilities to each other to minimize that risk.

- Our fire lanes are clearly marked and we are obligated to keep our vehicles and those of our visitors clear from them.
- Test your smoke alarms periodically. Many of us have smoke alarms that are not connected to any centralized monitoring station. So if you hear a neighbor's alarm sound for more than a few seconds, please investigate.
- Keep at least two fire extinguishers in your condominium, one in the kitchen and at least one more in another strategic location. They should be suitable for extinguishing all types of fires, including oil and grease fires.
- We have fire hydrants located throughout the development.
- We count on each other to keep our condominiums free of fire hazards and to be *very careful!*

If you see any fire hazard, please call our Manager.

Accidents happen, but a delay in calling the fire department out of fear or embarrassment can cause significant damage under our circumstances. Unless you can contain a kitchen or other fire *immediately*, **call the fire department at 911**. Please, we count on each other to protect our homes.

Make sure we have your telephone number and e-mail address

Please make sure our Community Association Manager has your current day and night phone numbers and e-mail address. If something happens to your property or if an alarm goes off, someone may need to reach you. (Your contact information will not be given or sold to any business or charity to solicit you. It is for Association use *only*.) This is *not* a guarantee that we will contact you should there ever be an emergency, but we would hate to be without your number should such a need arise.

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Renting and selling by owner

Renting your condominium

If you lease your condominium to someone, you are obligated to deliver to your lessee or renter a copy of the Association Rules not later than the commencement of his or her occupancy. (This booklet will satisfy the requirement to provide the Rules.) Within ten days of occupancy, you must deliver to the Association a letter certifying that a written lease or rental agreement has been executed, that it contains the language described below, and that the lessee or renter has received a copy of the Association Rules.

Any lease or rental agreement must include the following notice:

“The terms of this (lease or rental) agreement are subject to the provisions of the Rules, Declaration, Articles, and Bylaws of Redwood Acres Homeowners Association and any applicable agreements between the Association and any of the Federal Agencies. Any failure by the (lessee or renter) to comply with the rules or terms of those documents shall be a default under this (lease or rental) agreement.”

You should understand that, should a renter violate rules or provisions of the Declaration, the Association has no direct legal recourse against the renter, *but must pursue enforcement against you, the owner*. That is why preventing problems and close supervision of your property is so important. You may decide close supervision is most effectively accomplished by engaging the services of a property management company to manage your rental for you. Typical services include placing ads for new renters, finding and credit-screening your tenants, preparing rental agreements, collecting rent, paying dues and bills, handling repairs, clean-ups, trouble calls, looking after your property, fulfilling your obligation to provide your tenants with Association rules, and sending you rent checks regularly.

If you rent or lease your condominium to someone or sell it, please notify our Manager promptly after completion of the rental agreement or sale. We need to know new phone numbers and the address to which bills and notices should be sent.

Selling your condominium

Before selling your condominium, ensure that all exterior modifications to your condominium have been approved by the Architectural Review Committee. *Failure to disclose unapproved modifications to your buyer may expose you to legal liabilities.*

Please, ensure that your buyer receives the required copies of the Bylaws, Articles of Incorporation, Declaration, Rules and most recent budget. You may have other disclosure obligations as well; consult with your real estate professional or attorney regarding them. Most of these documents should be available from our Community Association Manager for a copying and clerical charge.

After selling your condominium, don't forget to notify our Manager promptly so we can update our records.

The Association is not a legal party to transactions involved with your sale in the same way as your buyer, real estate, title, and mortgage companies; it is not bound by agreements among those parties. However, the Association is usually involved and tries

to be helpful in providing requested information to those parties at reasonable fees, and with certain external condominium repairs pursuant to a Termite Company report. Contact our Community Association Manager as soon as you have a prospective buyer. This can save money. It allows us to complete repairs to structures around your condominium prior to the required termite inspection and, thus, can minimize subsequent inspections and repair costs.

Before your termite inspection, be sure your termite inspection company is instructed to mark with chalk any outside structural elements they determine must be repaired or replaced, to ensure our maintenance people repair or replace the correct item.

Plan your escrow closing carefully. The Board is obligated to manage repair expenses prudently and sometimes management must get more than one bid for repairs pursuant to the termite company inspection. Therefore, allow adequate time for completion of this process. Be careful not to plan escrow closure too early or time required for this and other processes may cause you additional expense.

Insurance

Our insurance

The Association normally maintains an association general liability insurance policy, casualty insurance for our common property and facilities, and directors and officers liability coverage. However, provisions of policies do change from time to time. If you are an owner, our Manager can provide you with a more detailed description of current coverage at any time.

Your insurance

Of course, our insurance policy does not cover your condominium or personal property or liabilities. We *strongly* urge you to make sure you are adequately insured. If you rent your condominium, we recommend you have Renter's Insurance. If you are an owner and rent your condominium to someone, don't forget to ask your agent about extending the personal liability section of your policy to your rental condominium.

If you do not have insurance yet, please, pick up your phone, call your insurance agent and ask for advice about and a quote for appropriate insurance.

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Other things you should know

Mail

Inform everyone you correspond with to include your condominium number in your address. Mail without a number may be marked “insufficient address” and returned.

Mutual consideration

Because of the manner of our construction, some noise disturbance from normal living activity (showers, closing doors, etc.) is inevitable. However, your cooperation in helping to alleviate the worst of these will be appreciated. For example, a slamming door transmits noise all-too-well throughout the structure. Your thoughtfulness, especially during night-time hours, will be *very* much appreciated and should be reciprocated.

[Insert other general information appropriate for your association here.]

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Rules



A consequence of living in a high-density development is that some of our behavior may affect others. By agreeing to a body of rules we can minimize problems and maintain the value of our property and the pleasure of living at Redwood Acres.

No one makes rules for us. We make our rules and we do it following a procedure we adopted that ensures fairness and member participation. No benefit comes from having rules to enforce. Our benefit comes from everyone's knowledge of what the rules are and, more importantly and above any rule, exercising tolerance and consideration for our neighbors.

Vehicles

1. No vehicle shall travel faster than 15 miles per hour on the property.
2. To protect our homes and families, no vehicle is allowed to park in a fire lane, including a vehicle parked with its wheels over a curb or sidewalk to reduce obstruction. *Any such vehicle may be towed at the owner's expense.*
3. In order to ensure adequate parking for our guests, residents may not park in those parking spaces designated for guests, except that residents may park in such spaces for a period not to exceed two hours. Otherwise residents shall park their vehicles only in their carports or assigned parking spaces or outside of Redwood Acres common areas. *Guests* means people visiting residents for no more than two weeks (14 days cumulative in any 12-month period).
4. Residents should advise their guests to park only in open, unreserved parking spaces.
5. Except as noted below, only *conventional passenger vehicles* are permitted to park within Redwood Acres. This includes family sedans, compacts, subcompacts, station wagons, pick-up trucks without signage or mounted tools or equipment, pick-up trucks with shell not extending above the cab by more than one foot, and passenger vans with extended tops not extending above the top by more than six inches. Exceptions are vehicles of contractors actively providing services to residents.
6. No motorized vehicle, including but not limited to a car, truck, motorcycle or motorbike, may be parked on a sidewalk. The owner of a condominium whose occupant, visitor or contractor parks a vehicle on a sidewalk shall be responsible for the removal of any oil, stains, tire marks, or other substances left by the vehicle.
7. A resident's recreational vehicle or equipment may be parked on the property on a non-recurring basis for no more than forty-eight hours. Recreational vehicles and equipment owned by guests temporarily visiting residents may be parked on the property for no more than two weeks, provided prior written approval has been obtained from the Board. Recreational vehicles include trailers, boats, campers, trailer coaches, buses, house cars, camp cars, motor homes or other similar equipment or vehicles.

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8. No noisy or smoky vehicles, off-road, or unlicensed vehicles shall be operated on the property.
9. No vehicle in disrepair for more than two days may be parked on the premises. No vehicle may be dismantled, rebuilt, repaired, serviced or repainted on the property. This shall not be deemed to prevent washing and polishing of vehicles.

NOTICE: Vehicles parked in violation of these rules or that are blocking an access or parked in a handicapped space without a permit or within fifteen feet of a fire hydrant may be towed away at owners expense.

In the back of this booklet is a *Courtesy Notice* form that you can copy and place on the windshield of a vehicle in violation of these or other vehicle rules. In the case of repeating violators, documenting the date, time, location, vehicle make and model, and license number for violations will provide us what we need to levy a fine. (Make sure you record this information when placing the form on the windshield.)

In extreme cases where a vehicle has been illegally parked for an extended period and the vehicle owner cannot be located, we may have the vehicle towed. Contact our Community Association Manager or Board President should you feel towing is the only viable recourse.

Pets and animals

Drawn from rules common to many community associations, these rules should allow us to enjoy our pets without disturbing our neighbors.

1. No dogs (except certified sight, signal or service dogs for impaired residents) or any animals prohibited by City, County, or State law are allowed at Redwood Acres.
2. The only animals allowed are spayed or neutered cats or other common household pets.
3. Small birds, fish, reptiles or mammals are allowed (except as excluded above) as long as they do not exceed twelve inches in the largest linear dimension and are confined at all times within condominiums, in cages, aquariums, or terrariums which do not exceed a combined volume of ten cubic feet per household.
4. No animals may be bred or maintained for any commercial purpose or in numbers deemed unreasonable by the Board.
5. Cats must wear collars to which is attached a license tag and identification of their owners, including reliable contact information.
6. Any animal not within a residence or otherwise physically confined, must be kept on a leash while on Redwood Acres property. Pet owners are responsible for any nuisances caused by their animals. Owners of animals subject to flea infestations are strongly encouraged to maintain an active program of flea prevention. If an infestation should occur and affect another residence, the pet owner may be fined, be responsible for all costs for extermination ordered by the Association, and the animal may be ordered removed from the property.

7. No animal may be kept at Redwood Acres that results in a nuisance to other residents, as determined by the Board.
8. Nothing herein shall be interpreted to restrict owners from imposing further restrictions regarding animals in their respective condominiums when renting or leasing.

Noise

Showing consideration and respecting the needs of others for a peaceful environment enhances the pleasure of living at Redwood Acres.

1. Residents shall keep the volume of entertainment devices, musical instruments, and other sound equipment as well as voices to courtesy levels so as not to interfere with the quiet enjoyment by others of their respective residences.
2. Entertainment devices brought outdoors onto common property should be kept at very low volume so as not to disturb others; use of headphones is strongly encouraged.
3. Our quiet time begins at 10 PM. After that time noise-prone activities should cease; residents hosting parties, operating entertainment devices, machines, engaging in loud conversation or other audible activities should take appropriate measures to eliminate noise.
4. During evening quiet time hours, please avoid conversations outside near bedroom windows.
5. Residents are responsible to control pets that may create noise nuisances. Any animal that continues to cause a noise nuisance may be required to be permanently removed from Redwood Acres.
6. Residents shall ensure that noise from engines, vehicle entertainment devices, tires and horns, and from any other machinery or devices is kept below nuisance levels, as determined by the Board. Residents shall be responsible to ensure their guests observe this.
7. Vehicle alarm systems are prohibited that are prone to false alarms or that emit audible signals to indicate status other than violation if such signals disturb other residents.
8. Owners of home alarm systems should become familiar with their security systems so as to minimize false alarms. They must ensure their systems comply with any City requirements for automatic shut-off.

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Laundry rooms

Thank you for keeping our laundry rooms clean and treating the machines and facilities with care.

When starting a machine, a resident should note the time, and return to remove its contents promptly after it turns off. Otherwise, within a few minutes after the machine has turned off, another resident may carefully remove its contents onto a table in order to use it.

If you find a laundry machine in disrepair, please tag it and call the phone number listed on signs or tags in the laundry room. If everyone assumes someone else has called, no one will.

WARNING: Clothes are vulnerable to theft. Residents should be careful to close and secure all laundry room doors when leaving and remove all laundry after washing and drying. Redwood Acres cannot be responsible for damaged or missing clothes.

Hazardous Materials/Activities

No resident may store or use hazardous, noxious, or illegal substances that could be a hazard, nuisance, annoyance, law violation, or could impact the insurability of the project.

Signs

For-Rent or For-Sale signs may be displayed only from inside windows. No such sign may exceed three square feet in size and must be muted in tone and color or otherwise unobtrusive as determined by the Board. No other signs shall be displayed except as approved by the Board.

Our swimming pools and hot tub

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These facilities are for all of us to enjoy. Thank you for helping to keep them clean, safe and quiet!

1. Absolutely *no* glassware or bottles are permitted due to extreme safety hazard! Only unbreakable containers are allowed.
2. Voices, radios, etc. should be kept to a courteous level. Use of headphones for entertainment devices is strongly encouraged.
3. No running, horseplay, or disturbing or dangerous behavior is allowed.
4. No hazardous play or diving equipment is allowed in the water.
5. No more than four guests per condominium are allowed unless more are authorized by management.
6. Guests must be accompanied by a resident who shall be responsible for their behavior.
7. Personal articles must be removed when leaving the pool or hot tub area. Redwood Acres will not be responsible for lost or damaged items.
8. Towels should be placed over pool furniture before using suntan oil or lotions.
9. Children under 16 must be supervised by an adult at all times.
10. Children with diapers are not allowed in the water.
11. No soap or bubble solutions are allowed in the hot tub. They can damage the system.
12. Any adult member may request compliance of anyone in violation of these rules. Non-compliance may be grounds for suspension of pool or hot tub privileges and/or other disciplinary measures.

WARNING: No lifeguard is on duty. Prolonged hot tub use may be hazardous for people with heart or high blood pressure problems or when consuming alcohol. Use of these facilities is at your own risk.

Our tennis courts

General

1. Only residents of Redwood Acres and accompanied guests may use the tennis courts.
2. Playing time hours shall be from 8:00 AM to 10:00 PM except for periods of regularly scheduled maintenance.
3. Noise should be kept to a courtesy level at all times.
4. Only tennis shoes may be worn while on the courts.
5. Homeowners shall be responsible for any damage to tennis facilities caused by themselves, their renters, or guests.

Reservation Policies

1. Each residential condominium shall be limited to one court reservation per day.

2. A court may be reserved for consecutive half hour periods, up to a maximum of 1½ hours.
3. A player who has played on a court reservation may not play on another reservation until 1½ hours has elapsed.
4. Court reservations should be made for starting times on the hour or half-hour.
5. A court reservation may be defaulted if the party who reserved the court does not appear within 10 minutes after the scheduled starting time. A waiting party may then sign for the reservation period.

Court Policies

1. A resident may play without a reservation if a court is open. However, such player is subject to being bumped by a player with a reservation.
2. A resident may use a court reservation either to receive paid or unpaid instruction or to give unpaid instruction.
3. On Saturdays only, one court shall be open the entire day. No reservations may be made for that court. The open court time limit is 45 minutes. One must be present at the finish of play of the previous party or shall forfeit turn to the next waiting party.

Our community center

Our community center is here for all of us to enjoy. Thank you for helping to keep it clean, pleasant and in good repair.

1. Non-resident guests must be accompanied by a resident, at least 18 years of age, who shall be responsible for their behavior.
2. A community center sign-up and a security deposit are required for any of the following, unless a sanctioned Association event or specifically exempted by our Board of Directors:
 - a. Reserving it for exclusive use. In this case a resident may request a key be issued if the event is expected to last beyond the normal 10:00 PM lock-up time.
 - b. For any resident hosting five or more non-resident guests.
 - c. For any group of six or more where food or beverages are present.
3. Music, voices, TV, etc., should be kept to a courteous level. Noise should not be audible from outside the community center after 10:00 PM. Doors may be closed or volume reduced as necessary.
4. No hazardous or illegal activity, objects, substances or horseplay is allowed.
5. The community center must be cleaned and restored to good condition after use. This includes emptying of trash containers into the outside garbage bins. Cleaning and repairs that must be effected by the Association will be charged to the responsible resident(s).

6. Personal articles should be removed when leaving the community center. Redwood Acres Homeowners Association will not be responsible for lost or damaged items.
7. The community center may not be reserved for any commercial purpose, business presentation, soliciting, or any other *for-profit* activity without consent of the Board of Directors.

NOTICE: An individual making a reservation shall be responsible for rules compliance by any and all persons using the community center during the time of the reservation. Complaints of excessive noise or violation of any other rule may result in a fine not to exceed \$40 for the first violation or \$80 for each succeeding violation during an event, in addition to actual damages. A security deposit may be applied to such assessment. Should a violation occur, an event may be terminated and rights to use recreational facilities may be suspended.

Residential businesses

Only unobtrusive types of businesses completely compatible with residential use may operate from a condominium at Redwood Acres. For example, a writer, artist, computer programmer, consultant, architect, graphic artist, or other individual who operates unobtrusively and in accordance with the following conditions may conduct business in his or her condominium.

Residents may operate only City-licensed, residential businesses in conformance with any restrictions for residential business imposed by the City of Orlando or other restrictions that the Board of Directors shall deem necessary to uniformly impose to preserve the residential character of the neighborhood and/or condominium. In short, the business must be *invisible*.

1. The business use must be clearly incidental and secondary to the residential use of the condominium.
2. The use shall not require any modification or alteration not customarily found in a condominium nor shall it be visible from a street or adjoining properties.
3. There must be no window display, advertising, sign or other identification of the home occupation on the premises.
4. The use will not materially increase vehicular or pedestrian traffic over that normally found in the neighborhood nor will any additional parking be needed or provided.
5. No noise, dirt, fumes, odor, vibration, etc., not normally appurtenant to residential use nor greater in intensity or duration than that customarily associated with a condominium shall be emitted as a result of the home occupation.
6. Not more than one commercial vehicle shall be permitted and this vehicle shall not exceed three-quarter ton rated capacity. Such vehicle shall not have commercial markings or signage. Such vehicle is subject to further restrictions as specified under Vehicle Rules.

7. The use shall not involve the storage of flammable, explosive or hazardous materials unless specifically approved by the Fire Department.
8. The business must not involve illegal substances or activities.

Owners renting or leasing

Owners who rent or lease their condominiums should understand that, should their renters violate rules or provisions of the Declaration, the Association usually has no direct legal recourse against the renter, but rather must pursue enforcement against the owner.

Other communities have experienced significant problems when owners attempted to manage their rentals themselves from distant cities. Inasmuch as owners bear responsibility for their renters' actions, they are encouraged to engage the services of a local professional management company or pursue other means to ensure good local supervision, protection of their property and compliance with our rules.

1. Any lease or rental agreement must be in writing.
2. Any lease or rental agreement must include the following notice:
“The terms of this (lease or rental) agreement are subject to the provisions of the Rules, Declaration, Articles, and Bylaws of Redwood Acres Homeowners Association. Any failure by the (lessee or renter) to comply with the rules or terms of those documents shall be a default under the (lease or rental agreement).”
3. Owners shall be responsible for assuring compliance by renters and lessees with the Rules, Declaration, Articles, and Bylaws of Redwood Acres Homeowners Association.
4. Each owner must deliver to his lessee or renter a copy of the Association Rules not later than the commencement of lessee's or renter's occupancy.

Election rules

These are, perhaps, our *most important* rules as they help to ensure all other rules are created and administered by those we wish to do so—*by those we choose to represent us!* They establish our commitment to the *secret ballot* and methods long-proven to ensure fairness in elections.

1. Elections shall be conducted by secret ballot. Qualifications and voting power, and the authenticity, validity and effect of proxies is as described in our governing documents.

2. The voting period for elections, including the opening and closing of the polls, will be described in an *Annual Meeting and ballot announcement*, which shall be mailed to members not less than 30 days prior to the meeting.
3. Any member may be nominated or may nominate himself or herself for election to the Board of Directors, consistent with our governing documents. Members who wish to be nominated should notify the Board of Directors at least forty-five days prior to the Annual Meeting in order for their names to appear on the Annual Meeting and ballot announcement mailed to members. Subsequently, nominations may be accepted from the floor at the Annual Meeting and a candidate's name may be written onto the ballot.
4. Envelopes shall be provided to members for securely sealing their marked ballots to maintain secrecy. They shall contain no markings that may identify the voter.
5. For purposes that are reasonably related to an election, during a campaign any candidate or member advocating a point of view is entitled to equal access to common area meeting space at no cost. Such candidate or member also is entitled to equal access to association media, newsletters or website. The association shall not edit or redact any such content but may include a statement specifying that the candidate or member, rather than the association, is responsible for content.
6. No association funds may be used for any campaign purpose.
7. Elections shall be overseen by either one or three independent third party Election Inspector(s), as determined and appointed by the Board. Election Inspector(s) shall ensure fair elections. If more than one inspector, decisions are determined by a majority of two.
8. An Election Inspector must be an *independent third party*, defined as a member or non-member who is not a member of the board of directors or a candidate for the board or related to a member of the board or a candidate for the board. Additionally, an independent third party may not be a person or part of a business entity who is currently employed or under contract to the association for any paid services unless expressly authorized and deemed neutral and without conflict of interest by the Board of Directors.
9. Only the Election Inspector(s) may have custody of and conduct the counting of ballots. The Election Inspector(s) may oversee additional independent third parties to assist in verifying signatures, counting and tabulating votes as the inspector(s) deem(s) appropriate.
10. Once a secret ballot is received by the Election Inspector(s) it shall be irrevocable.
11. Ballots shall be opened and tabulated at a properly noticed Annual Meeting. Tabulation may be passively witnessed by any member although no member may interfere with or disrupt the tabulation process. No ballot may be opened or examined prior to the closing of the polls at the Annual Meeting.
12. The tabulated results of the election shall be promptly reported to the Board and shall be recorded in the minutes of the next meeting of the Board and available for review by members. Within 15 days of the election, the board shall publicize the tabulated results to all members.
13. The sealed ballots shall remain in the custody of the Election Inspector(s) at a location designated by the inspector(s) until after the tabulation and until the time allowed for challenging the election has expired, at which time custody shall be

transferred to the association. The ballots shall be stored by the association in a secure place for no less than one year after the election year and in a way that preserves voter anonymity in case of a recount..

14. If there is a recount or other challenge to the election process, the inspector(s) shall, upon written request, make the ballots available for inspection and review by an association member or his or her authorized representative. Any recount must be conducted in a manner that preserves the confidentiality of the ballots.



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The architectural review process

Why have a review process?

The value of a condominium can be affected by the appearance of other condominiums nearby. Therefore, to protect our homeowners, lenders, and the City, our Declaration (Declaration of Condominium) provides for a system of review and approval for exterior changes homeowners wish to make to their properties.

The importance of abiding by the Review Process goes beyond our agreement to be legally bound by it when we purchased our condominiums. It can work only if we apply it fairly and uniformly when evaluating applications by our neighbors while serving as members of the Architectural Review Committee, and operating within the review process as applicants. The purpose of the system is not to impose unnecessary controls and restrictions, but rather to protect the value of one of the most important investments each of us will ever make—our condominiums.

In order to ensure fairness:

- Standards are created within a public process. They are introduced, discussed, and voted upon at open Architectural Review Committee and Board meetings.
- We strive for a sound basis for our standards—to be realistic, objective and defensible. Typically, standards are developed with input from the developer, standards from other homeowners associations, and residents knowledgeable about City requirements.
- Standards can be changed with good cause by the Board of Directors.
- Some architectural restrictions imposed by our Declaration can be changed by passing an amendment by vote of membership.
- A decision by the Architectural Review Committee may be appealed to the Board in writing within 15 days following the final decision of the Committee.
- Should an applicant feel that special circumstances exist that provide a compelling reason why a standard should not apply in a specific case, or if a standard does not exist, the applicant may request a variance be granted by the Board.

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The Architectural Review Committee and You

Volunteer members of our *Architectural Review Committee* are appointed by our Board. This Committee helps to develop and implement standards, procedures and policies that govern changes members may make to their property. Its members review proposed plans and approve or disapprove them based upon standards of style, exterior design, appearance, location, and Declaration requirements. The Committee also assists homeowners and makes recommendations to help bring plans into compliance.

Your role is three-fold:

First, when contemplating any exterior property modification you are encouraged to familiarize yourself with this chapter of the handbook and Article 6 of our Declaration relating to architectural controls. It describes the basis for the controls, the charter for the Architectural Review Committee and the authority for enforcement.

Second, you will be working with the Architectural Review Committee to obtain approval for your application. The steps you will go through and the requirements for dealing with the Committee are described later in this document.

Third, your role with the Committee needn't be solely as an applicant. This is your Committee. Its members would like you to attend its meetings; they are interested in your ideas and your participation. Contact the Architectural Review Committee Chairperson for the dates and times of meetings. Should you wish to become a member of the Committee, contact the Association President. We are particularly interested in candidates with backgrounds in architecture, construction, horticulture, or related disciplines and neighborhood or municipal government. Simply a strong interest in these areas and a desire to learn may also be enough. The Committee is also a good place for someone to learn about how the Association works before becoming a Board member. Contact information for Committee and Board contacts are published regularly in the association newsletter and on the website and also can be obtained by calling our Manager

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How to get approval for your project

The following is intended primarily for owners. If you are renting your condominium, you will need to work with your Rental Manager or the owner of your condominium to effect exterior improvements since our Board is authorized to approve applications only from owners.

When to apply for approval

Approval from the Architectural Review Committee is required for almost any exterior modification. This would include any fence, structure, landscaping or hardscaping improvements, screen doors or other changes to doors or windows, exterior sun shades or umbrellas, and so on.

The Board also requires that an application be submitted for modification of an improvement, or *reconstruction* of an improvement that had been removed, dismantled or destroyed. If a standard has changed since previous approval, the Board may require that reconstruction, reassembly or modification brings the improvement into compliance with the new standard. It is the applicant's responsibility to request and examine architectural standards that apply to an improvement to be reconstructed, reassembled or modified.

Approval is important. Making a modification without Architectural Review Committee approval may result in changes having to be undone at the member's expense. Other Association remedies include but are not limited to filing a notice of non-conformance that may affect the salability of the property, with filing/clerical fees assessed to the homeowner, and injunctive relief with the homeowner paying attorney's fees and court costs. The City also has zoning code enforcement procedures.

Remember, you agreed to the terms of the Declaration when you purchased your condominium and those terms mandate the Review and Approval process. Someday, when you take your turn on the Board, you will learn you *must* enforce architectural controls or expose yourself and all of us as an association to liability. Please don't put your neighbors in a position where they must ask you to remove something that hasn't been approved; they have no choice. You do.

In order to help you determine if a contemplated project requires approval, some examples are listed below. If, after reviewing the examples, you are still unsure as to whether you need apply to have your project approved, it is better to apply.

Examples of alterations not normally permitted

- Exterior aerial antennas visible from common area. (Small satellite, parabolic or other unobtrusive antennas may be approved.)
- Window additions or coverings that are not muted in tone and color
- Window air conditioners
- Pet houses
- Greenhouses

- Security bars on windows, exterior or visible interior
- Structures on common property
- Clotheslines
- Storage sheds
- Window awnings
- Fence height-extensions or other fence modifications
- Painting or staining of any exterior surface, except as specifically permitted within an improvement specification below.

Examples of permitted alterations requiring approval

- Planting by residents on common property
- Changes that may affect drainage
- Addition of a screen door
- Addition of a window or change to a window structure
- Addition of an exterior sun shade or screen
- Addition of walking pavers or other hardscape visible from common area
- Any structure or device attached to a fence or building, except as noted under *Examples of alterations not requiring approval*, below.
- Any fence, demarcation structure or device placed onto common property.
- Outdoor furniture visible from common area that is not muted in tone or color or in character with the environment, as determined by the Board.
- Trellis structures
- Water fixtures, such as fountains, spas or hot tubs
- Any external structure visible from any street, adjoining residence or common area

Examples of alterations not requiring approval

Though the following normally will not require application and approval, the Architectural Review Committee reserves the right to require approval should it determine a problem exists or might exist:

- Temporary holiday decorations in place for less than 30 days.
- Plans for suspending small planters or unobtrusive ornamental objects, never more than 10 pounds weight, upon structures immediately adjacent to one's condominium will not require submittal for approval provided they meet all other requirements and are compatible with the character of the complex. (See *Use of nails on common property* under *Architectural design standards*.)

How to apply for approval

Should you wish to make an exterior change for which an application is required, this is what you should do:

1. Applicants are encouraged to discuss their projects with their neighbors early in the planning stages to explore and resolve potential problems before expending significant time preparing a plan and application. Although permission from neighbors is not required for approval, the purpose of the approval process is to

avoid problems and detrimental impact on neighbors. Such impact will be considered by the Architectural Review Committee when evaluating your application.

2. Make a photocopy of the Architectural Review Committee form entitled *Application to Modify Exterior* located in the back of this booklet and complete the form.
3. Make a scale drawing(s) of your proposed project. Include top (plan) and side (elevation) views as necessary to clearly establish proposed location, elevation and construction detail of your modification. Your drawing should also include existing structures and boundaries where necessary to indicate relative location.
4. Submit three copies of your completed application and three copies of your scale drawing(s) to the Architectural Review Committee. You may send them to the current Association address, or simply give them to the chairperson of the Architectural Review Committee or to the Association President. Normally, an application fee is not required. However, should extraordinary expenses arise, you may be contacted later to submit an application fee up to \$50 to cover such expenses as notice and postage requirements, drawing duplication fees, outside consulting fees, and any other fees necessary to process your application. You may request itemization of such expenses.
5. You will receive back a copy of your application with the bottom portion completed by a member of the Architectural Review Committee or the Board President. This copy serves as your receipt and documents the date your application was received. A receipt for your application doesn't necessarily indicate it is complete. Should it later be determined that additional information is required, the application will not be deemed complete until such information has been received by the Committee.
6. The Architectural Review Committee will approve or disapprove your plans and specifications within 60 days of receipt of a completed application and will send you a *Notice of Action on Application*. If disapproved, you may modify your plans to conform with Architectural Standards, and resubmit. Or you may appeal the Architectural Review Committee decision in writing to the Board of Directors within 15 days of the decision.
7. After final approval, you have one year in which to complete construction of your improvements, conforming to any conditions the Architectural Review Committee, Board and/or City may have imposed. Your Orlando building permit is valid for 180 days from issuance of permit or last inspection. A 180-day extension may be requested in writing should it be required.

The Architectural Review Committee may review the finished project to confirm that your improvement does comply with your approved plan and conditions. You must correct any deficiencies as determined by the Committee. You are responsible for upkeep and maintenance of the improvement within acceptable standards as determined by the Committee and Board, unless specifically exempted by the Board. You may be required to record with the county recorder any form Declaration of Condominium prescribed by the Association relating to the rights and obligations of any subsequent owner, including those that pertain to maintenance of the improvement as a condition of ownership. Most improvements members are likely to make are covered by one or more of the standards listed under Architectural Design Standards, below. However, if your desired

improvement is not covered, you should still apply to the Committee. The Committee may

- provide you with an applicable standard approved since this manual was printed.
- sponsor development of a new standard to be approved by the Board.
- submit your plan to the Board to be considered as a variance.

It is perfectly acceptable for a member who wishes to construct a non-standard improvement to propose a new standard for consideration. A well-considered, thoughtful, written proposal, consistent with our Standards and Review Objectives described below under *Architectural Standards*, that addresses our common interests as well as yours, may shorten substantially the time needed for the Committee to refine and the Board to approve a new standard that applies to your project, thus expediting approval of your project. It will also help your neighbors by giving us a new standard for like projects.

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Authority

Principal provisions of our Declaration relating to architectural standards and control issues are included within Article 6.

Standards and review objectives

Objectives for design and review standards were adapted for Redwood Acres from objectives recommended by the American Institute of Architects publication, *Design Review Boards*.

- **Landscape and Environment Protection.** To prevent the unnecessary destruction or blighting of the achieved environment.
- **Relationship of Structures and Open Spaces.** To ascertain that the treatment of built-up and open spaces is designed so that they relate harmoniously to the terrain and to existing structures that have a visual relationship to the proposed structures.
- **Protection of Neighbors.** To protect neighboring owners and users by ensuring that reasonable provision has been made for such matters as surface water drainage, sound and sight buffers, the preservation of views, light and air, and other aspects of design that may have substantial effects on neighboring property.
- **Circulation.** To determine that the proposed improvement facilitates appropriate access, servicing and maintenance.

Creation of standards

Standards are used by the Architectural Review Committee when evaluating applications. Decisions by that body are findings based upon the standards.

Although normally proposed by members of the Architectural Review Committee, any member may propose an architectural standard, consistent with our Standards and Review Objectives. A proposed standard may be considered by the Committee and evaluated for merit. It may be rejected, or language altered and refined before being submitted to the Board of Directors for review and possible further modification. Should the Board wish to adopt the standard, it will then publish notice of the standard in the

newsletter or by letter to solicit comments from membership. Not less than two weeks following such publishing, a hearing will be held on the proposed standard. Following the hearing, it may be adopted by the Board, possibly with modifications as determined from the hearing.

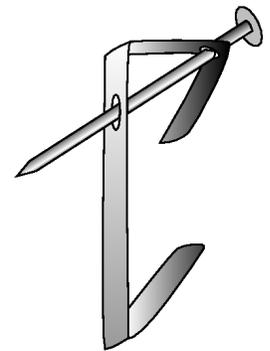
Architectural design standards

Nothing in these standards should be construed as a specification for purposes of conformance with City or State regulation, safety or protection of property.

Use of nails on common property to secure plants or ornaments

The term *nail* used herein shall refer to nails or screws.

1. An owner must apply to the Architectural Review Committee for permission to use nails outside on any common area, restricted or otherwise (except as noted under Architectural Review Committee Guidelines, *Alterations Not Requiring Approval*). Such application should include a complete description of proposed location, and of the object(s) intended to be affixed, in order for the Architectural Review Committee to verify the character of object(s) to be non-detrimental to external appearance. Permission will not be unreasonably withheld if used in accordance with these and other Architectural Review Committee guidelines.
2. Nails may only be used in restricted common area or within 8 feet of front or back door.
3. Nail size is limited to 6 pennyweight. A nail may not be driven more than 1-1/2 inches into a structure.
4. A non-threaded load-bearing nail to be driven into a vertical surface should be driven at no less than 30 degrees inclination from the horizontal (angled downward from the head into the surface) to enhance its load-bearing ability. Use of a hanger is strongly recommended.
5. A nail shall not be used to support a load of more than 10 pounds. Up to 3 nails may be used together to support not more than 20 pounds.
6. No object may be affixed in a position where it may cause obstruction or nuisance or where it might cause damage to any property or harm to any person if its support should fail.
7. Unless notice has been given by the Association that painting is scheduled for the area within 3 days, once driven in, a nail must not be allowed to protrude without supporting its load or without being covered or clearly marked so as to protect from possible damage or injury.
8. When notice has been given by the Association of scheduled painting of common area property, objects affixed by nails obstructing surfaces to be painted must be



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removed. Nails may remain but must be covered or clearly marked with tape or other suitable material so as to protect from possible damage or injury.

9. If a nail is removed, a color-matched wood dough, putty, or other suitable material should be applied to seal the hole from water and insects. Such seal must be virtually invisible.

WARNINGS: These specifications for hanging plants or ornaments are not intended to protect property or anyone's safety. Anyone driving nails into common area property is responsible to verify integrity of the materials and substrate and is fully liable for any damage or injury sustained, directly or indirectly, as a result. The Association and all others shall be held harmless. The Association will not be responsible for paint damage or other damage to personal property affixed to or near common property as a result of painting or maintaining of common property. Failing to remove personal property will make the responsible owner liable for charges incurred for removal of personal property for common property maintenance or painting, and for expenses related to having to return later to complete painting pending removal of the personal property.

Specific improvements

Sun screens

A sun screen or shade visible from common area must be muted in tone and color as determined by the Board. It may be bamboo or other material and shall be of a color that is compatible with the trim or structure upon which it is mounted, as determined by the Board. An undeployed, rolled shade must be mounted and concealed behind a board painted to match the trim or structure to which it is attached, so as to be unobtrusive. A sun shade normally must be undeployed and concealed; it may be deployed only when necessary to screen windows or doors from direct sunlight.

Screen doors

Addition of a screen door may be approved for a front entrance. It must be white in color. A photograph, drawing or other illustration is required by the Committee for approval.

[Place additional architectural standards appropriate for your association here.]



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Courtesy Reminder

Date/Time: _____ License: _____

Location: _____

If you are a visitor to Redwood Acres, welcome. Whether you are a visitor or a resident, we would appreciate your helping us to maintain the safety and pleasant environment we work hard to protect in our neighborhood by observing the following checked items:

- No vehicle shall travel faster than 15 miles per hour on the property.
- Residents should park only in their carports or assigned parking spaces. Residents should inform visitors to park only in open, unreserved parking spaces.

- To protect our homes and families, no parking is allowed in a fire lane.
- Only "conventional passenger vehicles" are permitted to park within Redwood Acres, except vehicles of contractors actively providing services to residents.
- No motorcycle, motorbike or other motorized vehicle may be parked on a sidewalk. The owner of a condominium whose occupant, visitor or contractor does this shall be responsible for the removal of any oil, stains, tire marks or other substances left by the vehicle.
- No noisy or smoky vehicles, off-road or unlicensed vehicles shall be operated on the property.
- Vehicle alarm systems are prohibited that are prone to false alarms or which emit audible signals to indicate status other than violation.

- No vehicle in disrepair for more than two weeks may be parked on the property. No vehicle may be dismantled, rebuilt, repaired, or serviced if such activity is both visible and takes more than 24 hours to complete.
- Residents shall ensure that noise from engines, vehicle entertainment devices, tires and horns shall be kept below nuisance levels. Residents shall be responsible to ensure their guests comply with this.

NOTICE: A vehicle parked in violation of these regulations may be towed away at owner's expense in accordance with Florida Vehicle Code. The owner of a condominium whose occupant or visitor is in violation of the above is subject to a fine.

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