



RULES AND REGULATIONS OF OAKS ROYAL PHASE III HOMEOWNERS ASSOCIATION, INC.

Amended as noted in affected section (see amendment for details)

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RULES AND REGULATIONS OF OAKS ROYAL PHASE III HOMEOWNERS ASSOCIATION, INC.

ARTICLE I: Rental Properties (Approved on 12/3/2023)

Approved by Oaks Royal III HOA Board of Directors, on 12/3/2023, (see vote - HOA Board minutes 12/3/2023 & presented - HOA members minutes 12/4/2023)

- 1) Lot Owners may rent properties according to rules outlined in the *Oaks Royal Phase III Homeowners, Inc. Declaration of Easements, Covenants, Conditions & Restrictions Article II Property Rights Section 7. Conveyances, Sales, Rentals and Transfers* and the *Oaks Royal Phase III Homeowners, Inc. Bylaws Article XV Rules Section 4. Visiting Guests and Tenants & Section 8. Rentals and Landlord Responsibilities*.
- 2) Tenant(s) shall complete the tenant information form and background check process, and receive HOA approval PRIOR to residency. ONLY THOSE TENANTS APPROVED BY THE HOA MAY RESIDE ON THE LOT, NON-APPROVED RESIDENTS MAY RESULT IN IMMEDIATE TERMINATION OF TENANT/LEASE APPROVAL.
- 3) The percentage of Lots that may be leased as rental units at any time will be a maximum of three percent (3%) of the total Lots in the Association. (Ex. 148 Total Lots X 3% = 5 Lots max.)
- 4) Lot Owner shall inspect tenants on a monthly basis, in person by self or designate, to ensure:
 - a) the property is being properly maintained,
 - b) only the tenant listed is residing at Lot, and
 - c) tenant is complying with all Association Rules pertaining to all Oaks Royal Phase III Home Owners Association, Inc. residents as described in the governing documents: *Oaks Royal Phase III Home Owners Association, Inc. Declaration of Easements, Covenants, Conditions & Restrictions AND Oaks Royal Phase III Home Owners Association, Inc. Bylaws AND Oaks Royal Phase III Home Owners Association, Inc. Articles of Incorporation*.

ARTICLE II: Reserve Accounting (Approved 12/3/2023)

Approved by Oaks Royal III HOA Board of Directors, on 12/3/2023, (see vote - HOA Board minutes 12/3/2023 & presented - HOA members minutes 12/4/2023)

1. In accordance with Florida State Statute 720.303, Oaks Royal Phase III Homeowners Association, Inc. will officially designate the budget entity formerly titled "money market" as "Reserve Account".
2. These funds are designated as Capital Expenditure, Capital Maintenance (emergency) and Planned/Deferred Maintenance project funds, to be used for these purposes only. These projects would otherwise be funded individually by Special Assessment to Association Members. Capital Expenditure projects are new planned construction or development. Capital Maintenance (emergency) projects are unbudgeted, usually large, maintenance items that come

up unexpectedly and need to be handled in a timely manner by HOA Board approval. Planned/Deferred Maintenance projects are large expense, planned maintenance projects.

3. Reserve Account balance will be maintained at \$25,000 - \$50,000, with a minimum of \$25,000. This level would ensure enough to cover the cost of a major project on hand and to expand to defer the cost of expected project over several years.
4. Unspent Association funds at the end of the fiscal year shall be transferred to the Reserve Account.
5. If Reserve Account balance drops below minimum \$25,000, a replenishment line item of no less than \$5000 shall be added to one or more future budgets.
6. Reserve Account funds and any interest accruing thereon shall remain in the reserve account and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote at a meeting at which a quorum is present. Capital Expenditure and Planned/Deferred Maintenance projects require member approval. Often these projects can be planned in advance, possibly with the cost spread in advance over several years' budgets.

ARTICLE III: Membership and Voting Rights (Approved 2/5/2024)

Approved by Oaks Royal III HOA Board of Directors, on 2-5-2024, (see motion - HOA Board minutes 1-8-2024 & presented - HOA members minutes 2-5-2024)

1. Three residents will be elected to a named Board position at annual HOA meeting in January and recorded in meeting minutes.
2. Board position will be elected in groups of three (3) on the following rotation:

President, Hospitality Clubhouse

Vice President, Grounds, Pool

Treasurer, Secretary, Social

3. At first Board meeting following Annual HOA meeting in January, Association Officer positions: President, Vice President, Secretary and Treasurer will be elected/ratified from equivalent elected Board positions for one (1) year term and recorded in minutes.

ARTICLE IV: Recording

Approved by Oaks Royal III HOA Board of Directors, on 4/1/2024, presented HOA members minutes 4/1/2024

The Oaks Royal 3 Board of Directors has developed the following rule on recording of meetings in response to State Statute 720.305 (10) which states: "RECORDING.—Any parcel owner may tape record or videotape meetings of the board of directors and meetings of the members. The board of directors of the association may adopt reasonable rules governing the taping of meetings of the board and the membership." This rule is designated to recognize the right of property owners to record meetings and, at the same time, ensuring that everyone at meetings are aware when recordings are being made and

protecting persons attending said meetings from unauthorized sharing, distribution or publishing of such recordings.

- 1) Before a meeting of the Oaks Royal 3 Board of Directors, or Oaks Royal 3 Homeowners Association Member are called to order:
 - a) Any lot owner wishing to record the meeting must clearly announce their intent to record the meeting.
 - b) Lot owner must identify themselves by name and lot address to be recorded in the meeting minutes.
 - c) The lot owner must declare if they are making an audio or video , to be recorded in the meeting minutes.
 - d) The meeting Chairperson shall verbally make the lot owner aware of the provisions of Section 2 (below).
- 2) Only the lot owner may make, own and use the recording made for their own use only.
 - a) The audio/video recording may not be transcribed.
 - (1) The only exception is an official recording made by the Oaks Royal 3 Board of Directors Secretary, as an aid to keeping official written minutes.
 - b) The audio/video recording may not be shared, distributed or published in any manner, without the written approval of each person in the recording, specific to that date.
 - c) Lot owners who knowingly violate the above restrictions may be subject to penalties including: fining, loss of, and/or criminal prosecution.

ARTICLE V: Accommodation Request And Modification Policy and Procedures (Approved 11/8/2024)

Presented for HOA member review (minutes 11/4/2024). Approved by Oaks Royal III HOA Board of Directors, on 11/8/2024.

It is the policy of the Oaks Royal Phase II Homeowner's Association, Inc, hereinafter the Association, to provide reasonable accommodation for qualified persons with disabilities who are Owners, Tenants or Guests of Owners. The Association shall adhere to all applicable federal and state laws, regulations, and guidelines with respect to providing reasonable accommodations and modifications as required to afford equal housing opportunities to qualified persons with disabilities. Reasonable accommodations and modifications will be provided in a timely and cost-effective manner. Housing shall not be denied because of the need to make reasonable modifications or accommodations to an individual's disability. For an "Emotional Support Animal", according to Chapter 760.27 under the Florida Statutes, if a person's disability is not readily apparent, the "Housing provider" may request reliable information that reasonably supports that the person has a disability. Supporting information may include: information from a health care practitioner, as defined in s. 456.001; a Telehealth provider, as defined in s. 456.47; or any other similarly licensed or certified practitioner or provider in good standing with his or her profession's regulatory body in another state but only if such out-of-state practitioner has provided in-person care or services to the tenant on at least one occasion.

A reasonable accommodation or modification may include, but is not limited to:

- Approval of emotional support animals which would otherwise be denied as pets.
- Allowing residents to make modifications to their lots or dwellings at their cost.

1. Undue Hardship

A. An "undue hardship" is an action that requires "significant difficulty or expense" in relation to the Association, the resources available, and the nature of the accommodation. It includes any action that is:

- excessively costly
- disruptive
- unreasonably interferes with the use of quiet enjoyment of other Owners, Occupants and their guests, this includes but is not limited to, noxious conditions, nuisance animals, aggressive animals, animals not picked up after, incessant noise or nuisance particularly during the hours of 8:00 pm to 7:00 am, encroachments,
- or that would fundamentally alter the nature or operation of the Association.

B. Whether a particular accommodation will impose an undue hardship will always be determined on a case-by-case basis. If a particular accommodation would impose an undue hardship, the Association shall consider whether there are alternative accommodations that would not impose such hardship. If no alternative is present, the Association shall be relieved from such accommodation as a result of the unreasonableness that such undue hardship would cause to the Association and its other members.

2. Disability

The Federal definition of disability, with respect to an individual, is:

"A physical or mental impairment that substantially limits one or more major life activities of such individual, or a record of such an impairment, or being regarded as having such an impairment."

3. Procedures to Request Accommodations

A. All owners and their guests are aware of their right to request reasonable accommodation through the inclusion of a copy of the Reasonable Accommodation Procedure in the official records of the Association. Owners will also be advised of their right to review the policies and procedures for such requests at the time of the adoption of the same.

B. Owners, Occupants and their guests may initiate a request for an accommodation/modification by submitting a written request with the pertinent identifying information to the association's Board of Directors, through the Association Secretary as appointed from time to time during the annual election.

C. The Association may promulgate forms for the purpose of facilitating review and approval of such requests for accommodations/modifications. Requests will not be discounted or denied purely as a result of not using such forms.

4. Decision Making Process

A. The following factors will be considered when determining the reasonableness of the accommodation requested:

- Does the accommodation accomplish the desired result of allowing the individual to adequately utilize the premises?
- Will the accommodation adversely affect the other Owners, their guests and occupants?
- Is the accommodation otherwise adequately supported and evidenced to the extent required by law?

B. The Association will proceed with approval of reasonable accommodations when the accommodation can be granted under the terms and criteria detailed in this policy and otherwise by law. The Association cannot deny a request for reasonable accommodations without review of the documentation provided by the applicant in support of the same. In the event no documentation is provided, the Association may request the same, but is not otherwise obligated to perform the steps of steering the applicant to obtain the necessary documentation to prove their need for an accommodation.

C. The Association will act upon the request within 10 working days after receipt of a written request for an accommodation.. The Association will reach a determination as quickly as possible, but the decision-making time shall not exceed 30 days from receipt of the request.

D. The decision to approve or disapprove of a request for accommodation will be in writing.

E. The Association may request verification of the disability of the person requesting accommodation in order to assist with determination of the ability of the person to adequately the reasonable accommodation. The applicant must bear the initial cost of verification as well as engage and respond to the Association's reasonable requests for further information and documentation where appropriate.

F. The following are factors to be considered when deciding whether to request verification. The list is not intended to be all-inclusive:

- Does the applicant have an observable disability?
- Does the request expand on an existing accommodation or previously provided accommodation for which verification was required?
- Does the request appear appropriate to the accommodation sought?
- Are the requests reasonable given the totality of the evidence provided in pursuit of such reasonable accommodation modification?
- Does the modification/accommodation unreasonably impact or diminish other Owners' Guests or Occupants use of their property or the common elements?

G. If it is determined that no reasonable accommodation modification is available or appropriate for the applicant, the Association will detail the applicant the determination, and provide them an opportunity to address the deficiency for the purpose of reconsideration of the denial. Further documentation must be received within 14 days of the initial notice that no reasonable accommodation is appropriate for the Association to continue the review of the same.

5. Appeal Process

If an applicant disagrees with a decision for reasonable accommodation, they may appeal that decision in writing to the Association board of directors in the same manner as the initial request. Applicants may also seek appeal through the respective agencies that address such matters at the state and federal level.

6. Legal Reminder

Failure to adhere to these reasonable accommodation policies and guidelines puts the Association at risk for disability claims and lawsuits under the Fair Housing Act.

**OAKS ROYAL PHASE III HOMEOWNERS ASSOCIATION, INC.
REASONABLE ACCOMMODATION REQUEST**

Enter the following information about the resident applicant who requested the reasonable accommodation:

Requestor Name (Printed): _____

Address: _____

What Declaration/Bylaw/Rule is the applicant requesting accommodation from: _____

☐ Yes ☐ No “The applicant is requesting the accommodation to meet their own disability; a physical or mental impairment that substantially limits one or more major life activities of the individual, or a record of such an impairment, or being regarded as having such an impairment.”

☐ Yes ☐ No The applicant is requesting accommodation through approval to make modifications to their lot or dwelling, at their cost. The specific modifications requested are: _____

☐ Yes ☐ No The applicant is requesting approval of emotional support animals that would otherwise be denied as pets. Please describe the animal here as to breed, gender, age and weight: _____

☐ Yes ☐ No The requestor has provided documentation to support application. (i.e. notes from licensed medical provider, proof of support animal training, lot drawings or schematics, etc.). Please give brief description and number of pages here: _____

Requestor's Additional Statement: _____

APPLICANT SIGNATURE

DATE

COMPLETED BY APPLICANT

**OAKS ROYAL PHASE III HOMEOWNERS ASSOCIATION, INC.
REASONABLE ACCOMMODATION REPORT**

Date Reasonable Accommodation Received: _____

DATE

Name & Title of Receiver

Date Accommodation referred to HOA Board (review): _____

Date Accommodation 10 day action by HOA Board (minutes): _____

DATE APPROVE, DENY, DEFER

Date Accommodation 30 day action by HOA Board (minutes): _____

DATE APPROVE or DENY

Final HOA Board Verification: _____

Print & Signature – Board decision(s) above are duly recorded in
minutes

DECISION TO REQUEST VERIFICATION OF DISABILITY

☐ Yes ☐ No Does the applicant have an observable disability?: _____

☐ Yes ☐ No Does the request expand on an existing accommodation or previously provided accommodation for which verification was required?: _____

☐ Yes ☐ No Does the request appear appropriate to the accommodation sought?: _____

☐ Yes ☐ No Are the requests reasonable given the totality of evidence provided in pursuit of such reasonable accommodation/modification?: _____

☐ Yes ☐ No Does the accommodation/modification unreasonably impact or diminish other Owners', Guests or Occupants use of their property or the common elements?: _____

DECISION MAKING

☐ Yes ☐ No Does the accommodation accomplish the desired result of allowing the individual to adequately utilize the premises: _____

☐ Yes ☐ No Will the accommodation adversely affect the other Owners, their guests and occupants?: _____

☐ Yes ☐ No Is the accommodation otherwise adequately supported and evidenced to the extent required by law: _____

COMPLETED BY BOARD REPRESENTATIVE

**OAKS ROYAL PHASE III HOMEOWNERS ASSOCIATION, INC.
REASONABLE ACCOMODATION REPORT
APPEAL PROCESS**

Requestor Name: _____

PRINTED

Address: _____

Date Received Accommodation Denial from HOA Board: _____

Statement of Appeal: _____

APPLICANT SIGNATURE

DATE

HOA Board of Directors

Date Accommodation Appeal Received: _____

DATE

Name & Title of Receiver

Date Appeal referred to HOA Board (review): _____

Date Appeal 10 day action by HOA Board (minutes): _____

DATE APPROVE or DENY or DEFER

Date Appeal 30 day action by HOA Board (minutes): _____

DATE APPROVE or DENY

Statement of HOA Board (minutes): _____

Final HOA Board Verification: _____

Print & Signature – Board decision(s) above are duly recorded in
minutes

COMPLETED BY APPLICANT INITIALLY - THEN BY BOARD REPRESENTATIVE