



# Rules and Regulations

LAS OLAS VILLAS CONDOMINIUM ASSOCIATION

*ADOPTED: MAY 18, 2019*

*EFFECTIVE: JUNE 1, 2019*

# **LAS OLAS VILLAS CONDOMINIUM RULES AND REGULATIONS HANDBOOK**

## **OVERVIEW**

### **HIERARCHY OF CONDOMINIUM DOCUMENTS**

1. Declaration of Condominium: Govern what an owner may, may not, or must do with respect to the real estate.
2. Articles of Incorporation: Management of LOV Corporation
3. Bylaws: Operations of LOV Corporation
4. Rules and Regulations: Interpret, clarify, and assist in the administration of the Declaration

### **INTRODUCTION**

The Las Olas Villas (LOV) Condominium Association, Inc. is dedicated to creating an environment that is respectful and pleasant for residents. The Rules and Regulations provide a mechanism to ensure fair and equal treatment of all residents and aligns with the Declaration, the LOV governing document. The Rules and Regulations are developed not by landlords, but by the Board of Directors to protect the interest of all owners and residents.

### **MANAGEMENT**

LAS OLAS VILLAS is contracted with Intercontinental Investment Properties, I.I.P., Inc., a local expert in residential property management with over 40 years of experience as a small, family-owned and operated business specializing in seasonal homes, condominiums, co-operatives and unit owner associations in the east Fort Lauderdale area. The IIP office mailing address and contact numbers are: 1220 Miami Road, Suite 6, Fort Lauderdale, FL 33316; 954.462.0880. If there is no answer, please leave a detailed message that includes name, name of condominium, unit number, and a telephone number where you can be reached, and your call will be returned during office hours. Non-business hours are covered by an answering service. If you have a maintenance emergency, please provide a detailed message with the answering service. The office collects maintenance fees, distributes parking permits, records contact information for every unit so that owners and residents may be contacted in emergencies, and is under the direction of the Board of Directors.

### **Official Records**

The Association shall maintain its Official Records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times the right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies. The Board will post "public records" on the LOV Website for convenience. Not all records will be posted.

### **Resident Contact Information**

The Association shall maintain a current roster of names, mailing addresses, and email addresses of unit owners and lessees based upon information supplied by the unit owners. An Owners Roster shall be made available to any member upon request. The Owner Roster shall contain information released by the owner. Resident Roster is for business purposes only and will not be released.

**MAINTENANCE**

Routine Maintenance is provided by IIP on a part-time basis, Monday through Friday. During this time, routine maintenance tasks are performed according to a schedule. If resident has a maintenance concern, call the IIP office. No tools will be loaned out by the Maintenance Staff. The IIP staff has the right to enter any condominium unit in case of emergency in the absence of the owner or occupant. If this is necessary, the IIP staff will make reasonable attempts to contact the owner or occupant beforehand or shortly thereafter. An emergency situation is one that poses an immediate threat to any person or property. Examples include, but are not limited to fire, a substantial leak from one unit to another, tree or limb damage that breaches the unit exterior, etcetera.

Common Problems and Responsible Parties:

**ASSOCIATION MAINTAINED:**

- Roof leaks
- Common exterior walls
- Common piping outside unit
- Parking Lot
- Outdoor lighting of common areas
- Unit Doors
- Recreational amenities
- Exterior Termite contract
- Master Insurance Policy
- Landscaping of common areas

**UNIT OWNER MAINTAINED:**

- All Appliances
- Unit flooring
- Furniture and fixtures
- Piping exclusive to unit
- Interior wiring
- Heating, Ventilation & Air Conditioning
- Windows
- Interior wall finish & Drywall
- Unit Owners Insurance Policy

**FINANCIAL AFFAIRS**

If you have a financial question for the bookkeeper, please call the IIP office and leave a detailed message with a number where you can be reached. The official financial records of the Association are open to inspection by any unit owner with prior notice to the office. The Condominium Act (718.111) states the right to inspect the financial records and includes the right to obtain copies at reasonable cost to the association member as set forth by the Board. The cost of copies is \$0.50 per page.

**Condominium Fees**

The LOV Condominium Association does not send monthly invoices or bills to unit owners. The monthly association fee is due on the 1st of each month and considered late after the 7th, and unit owners are expected to adhere to this schedule. Owners can mail, ACH, online bill pay service, eCheck, or credit card through BB & T Association Services. A late fee of \$25.00 is automatically added if the entire amount is not paid by the 7th. When an account is in arrears for any reason, any future payment received thereafter is first applied to the arrearages pursuant to Florida Statute 718.116(3) in the following order: 1) Interest accrued; 2) Late fees and violations; 3) Costs and reasonable attorney’s fees incurred in collection; 4) Delinquent assessments. Thus, if account is delinquent, the first payment made thereafter may not be applicable to maintenance assessments immediately; it will first be applied to interest (if accrued) and late fees. All payments are applied to the oldest debt first after the above-mentioned costs have been met. If you have any questions about the foregoing paragraphs, please contact the bookkeeper.

*See Declaration of Condominium for provisions*

### **Reserve Accounts**

LOV Condominiums Association, Inc. maintains reserve accounts for roof repair, capital improvements, paving, et cetera. The dollar amount allocated to the reserve accounts is set during the annual budget meeting. Most monies necessary for repairs and upgrades is allocated from the reserve accounts. If, however, the expense of the repair or upgrade exceeds the reserve funds, the Board of Directors will have to special assess.

A Reserve Analyst or Certified Accountant must be hired every three (3) years to ensure fiduciary responsibility.

### **Special Assessments**

Occasionally, it is necessary for the Association to incur a special assessment for a major repair or improvement to the property. These alterations improve the complex visually and also help maintain the property values of the individual units. The Board of Directors has the power to make special assessments as deemed necessary for the upkeep of all or part of the common area. Unit owners will be notified before such action is taken. Payments are accepted through BB & T Association Services or management company, as designate by BOD.

### **Contracture Services**

To ensure fiduciary responsibility, 12-month contractual services will be reviewed every three (3) years. Contractual Services require 3 bids from licensed professionals, except for Consultant Services. Consultant Services is at the discretion of the Board of Directors. The Board of Directors has the power to select and terminate all contracts based on a majority vote of the Board.

## **BOARD OF DIRECTORS**

### **Operations**

The Board of Directors is responsible for the operation of the Association, and is governed by the Bylaws, the LOV Governing Documents, the Rules and Regulations, and Florida State Statute Chapter 718. Board business is conducted during Board meetings. Members of the Board of Directors are elected annually to a two-year term. Notices announcing candidacy requirements are circulated in January, and elections are held at the Annual Meeting. A list of the current board members is posted on the LOV website and LOV Bulletin Board.

### **Association Communication**

Electronic communication is the official method to disseminate Association business. Communications may also be disseminated via U.S. Postal or Bulletin Board Notices. Unit owners are responsible for checking email and bulletin board on a regular basis.

### **Board of Directors Meetings**

The LOV Board of Directors meet a minimum of three (3) times per year. The Agenda is emailed to members and posted on the LOV Bulletin Board at least 48-hours prior to the meeting, as required by the Florida Law. Board business is conducted, and units' comments, concerns and problems are addressed at these meetings; all unit owners and tenants are strongly encouraged to attend. Board meetings follow standard meeting protocol. When a speaker has the floor, no one else is to speak. The meeting minutes are taken by the Secretary or designee. Unit owners are not permitted to speak during the Board business portion of the meeting; their comments are confined to the "Open Forum" portion. Property questions or problems should

be directed to the IIP office. Problems are handled as soon as possible in the appropriate fashion. Occasionally, a unit owner or tenant will encounter a problem that requires a Board decision. In these instances, it is necessary to present the issue to the Board of Directors, either in person or in writing, before or during the Board meeting during the Open Forum agenda item.

### **Emergency Meetings**

If an event occurs requiring a Board vote before the next regularly scheduled meeting, it may be impossible to give 48-hour notice prior to the meeting. The minutes of these emergency meetings are presented at the next regular monthly meeting for the attendees' review.

### **Budget Meetings**

The Budget Committee is comprised of the BOD President and Treasurer (Chair), IIP management team, and 2-unit owner volunteers, if available. The Budget Committee will review current spending, proposed budget to ensure alignment with the established goals of the LOV Condominium Association, Inc. For strategic planning purposes, budget planning may be multi-year, but only the proceeding annual budget will be approved. The Treasurer will present the proposed budget at the Annual Budget Meeting of the Association. All unit owners are encouraged to attend.

### **CONDOMINIUM OPERATIONS GOVERNANCE**

Florida Statutes, Chapter 718: The Condominium Act Chapter 718: The Condominium Act is a collection of Florida statutes that govern the operations of condominium associations. When a unit is sold, the seller's copy of the LOV Condominium Documents and Bylaws is passed to the buyer. If a buyer does not receive the Documents and Bylaws at the closing, a new copy is available in the IIP office for \$50. (This charge covers the cost of printing) or downloaded from the Las Olas Villas Condominium Association, Inc website ([www.lasolasvillas.org](http://www.lasolasvillas.org)). It is important to note that if a topic is addressed by both Chapter 718 and LOV's documents, the documents supersede Chapter 718.

### **LOV Condominium Association, Inc. Rules and Regulations Handbook**

The Rules and Regulations Handbook is reviewed and updated annually by the Board of Directors, headed by the Board President. It contains useful information about the daily operations and lists the aesthetics and other standards to which all unit owners and residents must adhere.

### **DEFINITIONS**

**Common Elements:** (Clubhouse, grounds between buildings, parking lots, sidewalks, recreation areas, laundry rooms, and roofs and exteriors of all buildings) Maintained by LOV Condominium Association, Inc.

**Unit Elements:** (The area inside the walls of the unit, and includes all interior wiring, pipes, windows, walls and doors, as well as all contents) The unit owner and/or tenant maintain this area.

**Unit owner:** The owner or owners of a single condominium parcel, as listed on the deed.

**Resident owner:** A unit owner who resides in the unit.

**Nonresident owner:** A unit owner who does not reside at LOV Condominium

**Tenant:** A person whose name appears on a lease drawn up by a unit owner and who resides in the leased unit.

**Guest:** a person who visits a resident and/or occupies unit for more than one day, but no more than 2 weeks. Person who visits more than 2 weeks will be considered a resident and must go through the resident application process, i.e. significant other residing with owner/unit.

**Visitor** – a person who visits a resident for part of a day.

**SINGLE FAMILY RESIDENCE** – one person or group of two or more persons living together and interrelated by bonds of consanguinity, marriage or legal adoption, or not more than two persons living together who may or may not be interrelated.

*See Declaration of Condominium for complete listing*

## **RULES AND REGULATIONS**

### **1 CONDOMINIUM DECORUM**

Condominium living requires that each resident regulate the use of the living unit and common areas so as not to unreasonably disturb any other resident. The following rules have been established:

- a) No immoral, improper, offensive or unlawful use shall be made of the Condominium property nor any part thereof. Further, no use may be made which would be in violation of any Federal Laws, State Laws, County Ordinances, Municipal Ordinances and/or the Association Documents that would be injurious to the reputation of the Condominium.
- b) No nuisance shall be permitted on the Condominium property nor any practice which the source of annoyance to the residents is or which interferes with the peaceful possession and use of the property by its residents. Owners and occupants of condominium Units must be aware that noise is easily transmitted to other Units, especially the Units below. As good neighbors, everyone must exercise extreme care to minimize noise. For example, disturbing noise occurs when moving furniture (e.g., chairs dragged across floors), walking in hard-soled or hard-heeled shoes, playing loud music, etc. As a courtesy to your neighbor, owners should take the following steps to minimize this problem:
  - Place felt pads under furniture that is moved regularly (e.g., dining room or kitchen chairs). These may be purchased at hardware stores.
  - Do not walk on uncarpeted floors in hard-soled or hard-heeled shoes.
  - Place throw rugs in heavily traveled areas where transmitted noise has been identified.
  - Keep the volume of music (and musical instruments) at reasonable levels so that your neighbors cannot hear it.
  - Do not allow children to run, jump, or horseplay in the Unit.

## **2. FIRE**

In the event of a fire, notify the Fire Department immediately. **Telephone: 9-1-1.** The building is equipped with a fire alarm system throughout the Units.

- a) DO NOT attempt to use the elevators.
- b) Use only stairways that are located on the North and South sides of the building for EXIT TO THE GROUND LEVEL
- c) All walkways and stairways are to be clear of any obstacles that may cause injury or block speedy exit.
- d) Fire hazard materials are NOT TO BE STORED in the apartment unit or storage areas.

## **3. HEALTH**

- a) The walkways, stairways, and refuse chute rooms shall be used for the purposes intended. There is to be no litter of these areas with refuse, drying laundry, clean materials (such as mops, etc.), exercise of pets and no playing children.
- b) Refuse shall be wrapped in bags before disposing in the trash chute. DO NOT attempt to force items into the trash chute that are larger than the chute can handle easily. Take large items directly to the dumpster.
- c) Las Olas Villas Common Areas are designated as non-smoking. Smoking is not allowed in any common areas, including pool area, except in designated smoking areas. Designated Smoking Areas are posted.
- d) Avoid clogging of the plumbing system. Keep drains flushed well, especially the disposal drain.

## **4. ELEVATORS**

- a) DO NOT USE ELEVATORS DURING A FIRE, or ELECTRICAL OR WIND STORM. Most power failures occur during these times.
- b) Should you be in an elevator when there is a power or mechanical failure of the elevator, the elevator will stop and lock in that position. Sound the alarms on the elevator and BE PATIENT until help arrives to assist you in being removed.
- c) Playing on or with the elevators is NOT PERMITTED.
- d) Use of elevator for moving/deliveries:
  - Permitted on Monday through Saturday from 9 AM to 8 PM.
  - Notify management 24 hours in advance of moving or deliveries to have NORTH elevator cab padded.
  - Use of elevator for moving/delivery purposes without padding is a violation and a fine of \$50. will be deducted from LOV deposit.

**5. SECURITY**

- a) Resident provide the following:
  - DO NOT give entry to those you do not know
  - DO NOT open your unit door to anyone you are not expecting
  - DO NOT prop open building entrances. Always keep doors secure .
  - REPORT STRANGERS loitering around the property
  - RESPECT THE SECURITY FOR OTHER RESIDENTS
  - BE ALERT
  
- b) The Association provides you with lighted entrances and walkways, security cameras for entry way surveillance only, and door entry system.

**6. KEYS**

The Association maintains a key to each Unit, and storage room in the Condominium.

- a) No member will change or alter existing locks or install additional locks without giving the Association notice and unless duplicate keys are provided to the Association. There is a charge if the Association is required to furnish a new key to a Unit Owner who has lost his or her key.
  
- b) All Owners and Renters have been provided a FOB for entry. Anyone who loses a FOB there is a replacement charge on a schedule established by the Board and on file in the Manager's office.
  
- c) As a courtesy, the management company provides key service for residents locked out of Unit during business hours, 9:00 am – 4:30 pm. First request is at no charge; reoccurring requests incur a \$50.00 charge. Non-business hours, residents must contact a locksmith.

**7. COMMON AREAS**

- a) Shall be used for furnishing services and facilities for which intended. No defacing, littering, abusing or obstructing of these areas.
  
- b) Packages/deliveries should be delivered to intended Unit. The Association is not responsible for packages/deliveries left in Lobby.
  
- c) Walkways cannot be obstructed. All plants, outside ornaments, etc. must be placed against the perimeter of the building. Items are not permitted to be placed in the path of pedestrian walkway or walkway railings.
  
- d) Walkway railings are for safety purposes. Clothing, beach towels, flags, etc. are not permitted to be placed on walkway railings.
  
- e) No alteration, modification, decoration, enclosure or change of the Common or Limited Common areas, including Unit door hardware.
  
- f) No awnings or other projections shall be attached to outside walls or alterations which would in any way or manner change the physical and visual look.



- g) Notices & Signs (such as for Sale or for rent) are not permitted to be displayed from within any unit or vehicle. Announcements, notices and signs may be posted on LOV bulletin boards. No commercial advertising permitted

8. **DRIVEWAY USE**

- a) Bontana Avenue driveway entrance is ONE WAY going East.
- b) Las Olas Blvd driveway entrances are ONE WAY going South.
- c) Observe a 5 Mile Per Hour speed maximum.

9. **USE OF POOL**

- a) All persons use pool at their OWN RISK.
- b) Pool use is from 8 AM to 9 PM only.
- c) Children allowed only with adult supervision.
- d) No pets allowed.
- e) No floats, rafts, toys, etc. in pool.
- f) No glass containers in pool or at pool area.
- g) No running, loud shouting, loud radios or games.
- h) Cover deck and lounge chairs to protect them from lotions.
- i) Bathers must dry off before entering lobby and elevators.
- j) Please wear robe and foot covering when going to and from pool area.

Use of pool area for hosting a party is permitted, with prior notification to property manager. A party is defined as a pre-planned organized event of eight (8) or more invitees. Host must notify IIP Inc Property Management at (954) 462-0880, at least 7 days prior to prevent scheduling conflicts. Scheduling is based on first come, first serve policy. A non-resident cannot schedule use of pool (see Declaration of Condominium). If no scheduling conflicts exist, notification of event will be posted on LOV bulletin boards. Host is responsible for any expenses incurred for maintenance of pool, i.e. chemical imbalance due to urine, or damaged property due to party attendees.

10. **COTTAGE**

Use of cottage shall be at the will of the Board of Directors.

11. **BOAT DOCKAGE**

No overnight boat dockage is permitted. Boat dockage is intended for "pick-up" only.

**12. WASHERS and DRYERS**

- a) Laundry Room is located on each floor, equipped with coin-operated washer and dryer. Laundry Room hours are posted. Monies collected are expensed for water usage.
- b) Residents need to be courteous when using the laundry equipment. Clothes left in washing machine or dryer for 30 mins after cycle is completed, is considered violation and subject to a fine.
- c) The maintenance of washer/dryers in Units are not permitted. Building plans indicate the building's common plumbing cannot handle the installation of washing machines in each unit and requires a material alteration or substantial addition to the common elements which is a violation of the Declaration. In accordance with Declaration, Board of Directors may impose a "House Fee" for reimbursement of water usage.

**13. OCCUPANCY**

**In Absence of Owner**

If the owner and his family who permanently reside with him are absent, and are not occupying it, and the unit has not been leased, the owner may permit his unit to be occupied by his guests only in accordance with the following:

- a) Any persons who are the grandparent, parent or child or spouse of the grandparent, parent or child or brother or sister of the unit owner or the unit owner's spouse, if any, may occupy the unit in the absence of the owner without limitation as to the number of occasions or length of stay.
- b) House guests not included within 13(a) are permitted only with the proviso that the family consist of no more than one guest, his spouse, if any, and their natural or adopted children, if any. Such guests may stay only two (2) weeks and the number of occasions for this type of guest occupancy in any unit shall be limited to two (2) in any calendar year.
- c) The owner shall submit the names of all houseguests and the length of their stay in writing to the management office in advance.

**Owner is Present**

There is no restriction on the number of guests, whether related or unrelated to the owner, who may occupy the unit in the presence of the unit owner except for any municipal regulations governing occupancy.

**Lessee Occupancy**

In such units, guests may occupy the unit only when the lessee is in residence. The total number of house guests in this type of leased unit is limited to two (2) persons. Such guests may stay for a period not to exceed ten (10) days, and the number of occasions for this type of guest occupancy shall be limited to once during the lease term. If the lessee and all the family members are absent, no other person may occupy the unit.

**14. UNIT RENOVATIONS/REMODELING**

- a) Based on owners' recommendations, a Preferred Contractor List for renovations/remodeling/repair is available on the LOV website and maintained at the management office. The list is a courtesy based on owners' experience. The list does not limit an owners' choice.
- b) When Owners or their Lessees are remodeling the apartment unit, they are required to notify the Association of such activity. The Owner or their Lessee must provide to the Association the contractor's name, license and insurance coverage. If there are any changes being made to the structure, electrical, plumbing, etc., a copy of the PERMIT by the City of Fort Lauderdale for the work is to be given to the Association.

Contractors are to be informed that all waste is to be removed from the premises and that the Association dumpster CANNOT be used for the purpose. All common areas are to be kept clean and clear of all remodeling materials and waste. Unit Owners are subject to fines for violation of the foregoing. Contractors that violate the foregoing will not be permitted to do work at the Condominium.

If it is determined that an Owner or their Lessee has had remodel work done that is in violation of the Building Codes, steps shall be taken by the Board of Directors to assure the Association that Owners or their Lessees will correct these violations.

- c) Repairs or alterations to Units may be conducted Monday through Friday, 8:00 a.m. to 5:00 p.m., except for bona fide emergency repairs for health, safety or property damage issues.
- d) All Unit Owners are required to employ underlayment in all areas of the Unit where ceramic tile, marble, wood flooring, parquet or any other hard surfaces are used. The first underlayment or insulation alternative would be a layer of ¼" corkboard adhered to the slab with the hard surface material being laid on the cork, or a layer of "Laticrete," a semi-liquid applied product. Owners must provide management company with proof of compliance to be placed in Unit file. The proof may be in the form of a copy of receipt for underlayment material, contractors' invoice, or photograph.

*See Declaration of Condominium for Leasing Provisions*

**15. PARKING**

**Prohibited Vehicles**

- a) No motor vehicle shall be parked on the condominium property except in such areas intended for that purpose.
- b) No commercial trucks or commercial vehicles other than service vehicles temporarily present on business, nor any trailers, may be parked on the condominium property. Commercial as used herein means any vehicle displaying any signage, tools or equipment which is of a commercial nature or any vehicle

with or without signage that is used primarily for commercial purposes.

- c) Boats, trailers, campers, travel trailers, mobile homes, mopeds and motorcycles, motor homes, recreational vehicles, and the like, and any vehicles not in operable condition or validly licensed, are not permitted to be kept on the property.

### **Resident Parking**

- a) Number of parking spaces are identified in each Units' Deed. Parking space assignments are based on the LOV Parking Chart adopted by the Association. Revisions to the LOV Parking Chart requires a unanimous vote of the Association.
- b) All vehicles parking within Las Olas Villas property limits must have a Las Olas Villas identification tag. All residents will be given identification tags corresponding to the number of assigned parking spaces. Identification tags must be displayed on each car in residence. Call property management for replacement tags.
- c) Management must be able to contact the Owner, or Owner's designate, of each vehicle.
- d) Vehicles are to be parked in their assigned spaces. Vehicles parked in an assigned space not belonging to the assignee will be towed at the vehicle owner's expense.
- e) Residents not using their assigned parking for 30 days or more, are encouraged to contact property management to lease the space, short-term or long-term. The Resident Parking Lease Program will be used to identify a lessee. Property Management will handle logistics of the lease.
- f) Residents who choose to not use Lease Parking Program, may grant permission for a vehicle to use assigned space. Owner of assigned space must notify property management, in writing, resident granted use, make of car and license number. Non-recorded vehicles in assigned spaces will be towed at the owners' expense regardless if permission granted by owner.

### **Guest and Visitor Parking**

- a) All owners are given one Guest Parking Pass to be used for occasional and short-term use of guests and visitors of residents. This pass must be visible through the windshield.
- b) Residents are responsible to make their guests and visitors aware of the guest/visitor parking restrictions:
  - No more than three days or nights within a seven-day period
  - Three (3) consecutive days or nights
- c) No vehicles of residents permitted.
- d) Vehicles in violation will be towed by the contract towing company, as posted.

### **Lease Parking Program**

LOV Association has three (3) parking spaces which are leased to residents-only on a monthly basis. Residents not using assigned space for 30 days or more, are encouraged to utilize the Parking Leasing Program by property management. The Parking Leasing Program is as follows:

- a) One leased parking space per resident per unit.
- b) Residents may request to be placed on a waitlist by contacting the property management company. Waitlist is considered public record.
- c) Granting of parking spaces shall be made by the Board of Directors.
- d) The selection criteria, by priority, is as follows:
  - Units with 2 bedrooms, 1 assigned parking space, 2 or more occupancy, owner resident(s), date placed on waitlist
  - Units with 1 bedroom, 1 assigned parking space, 2 occupancy, owner resident(s), date placed on waitlist
  - Units with 2 bedrooms, 1 assigned parking space, lessee, date placed on waitlist
  - Units with 1 bedroom, 1 assigned parking space, 2 occupancy, 2 lessees, date placed on waitlist
- e) Monthly parking lease fee is paid through BB&T Association Services.
- f) Parking space lease privileges will be immediately suspended indefinitely if lessee is non-compliant with Governing Documents, including delinquent association assessments, fees, and fines. Delinquent is defined as greater than thirty (30) days late. No exceptions.
- g) Parking spaces are non-transferrable
- h) Lease terminates when lessee no longer is a LOV resident.

### **16. ELECTRIC VEHICLE CHARGING STATION:**

In compliance with Chapter 718, Florida's Condominium Act, electric vehicle charging stations are permitted under the expectation that owner will be responsible for the cost of installation, including separate usage meter, and within the boundaries of their designated parking area. In addition, the installing owner will also be responsible for any hazard caused by the charging station, for any liability insurance on the charging station, and for any increased insurance premium to the association's insurance coverage attributable to the charging station. The following guidelines have been established:

- a) The owner must make an application in writing to the Board of Directors. The application must be signed and properly delivered to the Association.
- b) The owner must include, at his/her costs, the required drawings, specifications or information regarding the proposed installation.

- c) The Board of Directors will provide the owner, as soon as possible, any information, permission or authorization required by the owner to be able to put together the application (for instance plans, drawings and information on the electrical grid).
- d) The Board of Directors will have 60 days to respond to the request. This time frame can be extended if both the owner and the Board of Directors agree to it in writing.
- e) The owner and Board of Directors have 90 days to enter into a “Section-98 Agreement” specifying who is responsible to install, maintain, insure and repair the installation as well as who owns it and who can use it. The terms of the agreement must be “reasonable” and “necessary” to facilitate the installation of the charging station. This agreement must be registered on the title of the owner’s unit. The agreement does not take effect until it is registered.
- f) The Board of Directors may add any costs, charges, interests and expenses resulting from an owner’s failure to comply with the agreement to the common expenses payable by the owner.
- g) Any disagreement between the Board of Directors and the owner with respect to the proposed installation of a charging station must be submitted to mediation and arbitration. An owner will have 6 months to submit any such disagreement to mediation or arbitration, failure to do so within this timeframe will result in the owner’s application to be deemed to have been abandoned.

**17. BICYCLE PARKING/STORAGE**

- a) Bicycles may not be parked, stored or left unattended in common areas, including stairwells, walkways, in front of or to the side of any entrance or exit of any building, sidewalk, or motor vehicle parking spaces.
- b) All residents must place an identification tag, of their choice, on bicycles parked or stored in designated bicycle areas. Non-identified bicycles using bike stands for routine use or storage will be removed from the property.
- c) Bicycle stands located on the east wall of north stairwell are for short-term use, not for storage.
  - Short-term use is defined as bicycle parking for less than 24 hours. Short-term use does not require identification tag.
  - All cyclists are encouraged to use a bicycle lock system. LOV does not provide security.
  - Individuals using bike stands for storage purposes will receive notice. Repeat offenders will lose bicycle parking privileges and may be fined.
- d) Bicycle Stands are in northwest corner of pool area for resident routine use, not for storage. Bicycle Stands are limited and based on first-come, first serve.
  - Routine use is defined as use of bicycle on a weekly basis.
  - Short-term use is defined as bicycle parking for less than 24 hours. Short-term use does not require identification tag.

- All cyclists are encouraged to use a bicycle lock system. LOV does not provide security.
  - Individuals using bike stands for storage purposes will receive notice. Repeat offenders will lose bicycle parking privileges and may be fined.
- e) Long-term bicycle storage is located at the top of the south stairwell, in designated area. Long-term bicycle storage protects bikes from the elements and provides limited access.
- Long-term storage is defined as bicycle not used on a weekly basis.
  - Bicycles have an identification tag and in working condition.
  - All cyclists are encouraged to use a bicycle lock system.
- f) Compliance of Rules and Regulations are on-going and after reasonable notice, bicycles may be disposed of.
- g) Cyclists using bicycle parking or storage areas do so at their own risk. LOV not responsible for any damage or theft.

#### **18. PETS**

Guests or Visitors are not permitted to have pets. Permitted pets may only be kept with the following conditions:

- a) Animals may not be kept for commercial purposes.
- b) No pets shall exceed at adult age, twenty (25) pounds in weight.
- c) Except as otherwise provided herein, a maximum of two (2) domestic pets, provided they are not kept, bred or maintained for commercial purposes, shall be permitted in each unit.
- d) No dogs permitted. The building was not constructed with adequate soundproofing between floors.
- e) All permitted pets must be registered with the Management Office.
- f) Pets must be leashed when outside of Units.
- g) No pets shall be allowed at any time in the pool or pool area
- h) Pets that are vicious, noisy, or otherwise unpleasant will not be permitted in the condominium. If a pet has, in the sole opinion of the Board of Directors, become a nuisance or an unreasonable disturbance, a written notice will be given to the owner or other person responsible for the pet. *See Violation.*
- i) Any unit owner who keeps or maintains any pet shall, in exchange for and in consideration of the privilege to keep the pet, hereby indemnifies and holds the Association and each Unit Owner free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from or related to the keeping or maintaining of such pet in the Condominium.

- j) The Board of Directors has the authority and discretion to make exceptions to the limitations in this regulation, except 13(f), in individual cases and to impose conditions concerning the exceptions. The granting of exceptions shall not be deemed to be a waiver of the right to enforce the restrictions in other cases.

*Please see Declaration of Condominium for additional provisions*

**19. EMOTIONAL SUPPORT ANIMALS**

- a) A person desiring the assistance of an emotional support/comfort animal must notify the association of their disability and request an accommodation for an emotional support animal.
- b) The person's health care provider, who is familiar with the professional literature concerning the assistive and/or therapeutic benefits of assistance animals for people with disabilities, must submit a signed letter on professional letterhead, expressing the need for an ESA.
- c) In addition to the above documentation from a health care provider, the person must provide the following documentation:
  - Record of License & Registration in Fort Lauderdale, Florida
  - Record of up-to-date Vaccinations
  - Record of current Veterinarian Clean Bill of Health
  - Completed form of Identification of Emotional Support/Comfort Animal and Emergency Contact/Alternate Caregiver of Animal
  - A clear photograph of the Animal
- d) Once a request for reasonable accommodation is made, an association must approve or disapprove the requested accommodation within a reasonable time period. Associations may request information regarding the nature of the psychological/emotional disability so that they can make a meaningful evaluation as to whether the request for accommodation is reasonable. They are entitled to inquire about how the disability affects major life activities and how maintaining the animal will assist the requestor in fulfilling these activities.
- e) Once all the requested information is received and reviewed by the Association, it should render a decision and issue it in writing to the unit owner/resident.
- f) Should the request be granted, all LOV documents reference to pets must be adhered.

**20. SHOPPING CARTS**

A shopping cart is stored in the refuse chute area on each floor to assist residents with transporting items from the ground floor to their Unit. Shopping carts are not to be used for renovation projects, moving, storage, etc. Shopping carts must be returned to the respective storage area immediately after use. Shopping carts are not to leave the property or be left in Units for any period.



**21. EMPLOYEE or CONTRACTORS**

Owners, lessees, guests and visitors are not permitted to direct, supervise or assert control over any employee or contractor of the Association or attempt to send any such employee or contractor upon private business in their behalf.

**22. ENFORCEMENT**

**Owner Responsibility**

Owners are responsible for the full and faithful observance of the ruling documents of the federal, state, county, city and Association by their families, guest, invitees, servants, lessees and other persons over whom they are charged with control and supervision.

**Violations**

The Board of Directors may, pursuant to F.S. 718.303 (3), impose fines in such reasonable sums as they deem appropriate, not to exceed \$100.00 per violation, \$1,000.00 in the aggregate, against Unit Owners for violations of the condominium documents, including the rules and regulations, by Owners or their guests or lessees. Each day of a continuing violation shall be a separate violation. No fine shall be levied until the Owner (s) has been given an opportunity for a hearing. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The procedure for the hearing shall be, at the minimum, as follows:

**Violation Report**

Violations should be reported to IIP, Inc (property management) for investigation by completing the electronic form found on the LOV Website, or contact IIP, Inc. directly. Residents attempting to resolve violations on their own is discouraged. The findings of the investigation shall be considered final. The resident reporting the violation will receive a summary of the investigation. Residents in violation of the Governing Documents will receive written notice of violation (citation) and may incur fines (see appendix). Units found in violation of Governing Documents may require corrective action to comply. Perpetuating the perceived violation or retaliating against the resident filing the report is considered in violation of the process and may incur fines (see appendix). Residents/Owners may request a Hearing to appeal the citation. A Hearing can be arranged by calling the management office.

A total of three (3) violations, regardless of violation, may warrant a directive from the Board which orders a non-renewal period due to non-compliance of the Governing Documents, or initiate legal action against resident owner.

**Hearing**

- a) The Hearing Board is comprised of a BOD member (Chair) and 2 resident owners, is convened by the BOD President. The Chair reports findings to the President and manager.
- b) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all

issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

- c) The party against whom the fine is sought to be levied shall receive notice of the hearing not less than fourteen (14) days and said notice shall include:
  - A statement of the date, time and place of the hearing;
  - A statement of the provisions of the Declaration, Association Bylaws, or Association Rules which have allegedly been violated; and,
  - A short and plain statement of the matters asserted by the Association.
  
- d) A written record is maintained in Unit's File and copied to all respective parties.

### **Fines**

If a Lessee is found in violation of the condominium documents and a fine is levied, a deduction for each violation of record will be made from Lessee deposit or applied to owner fees. In case of a violation requiring repair, the costs for repairs and the violations will be attached to the return of the balance of the lessee deposit monies or at owner's expense. The Lessee must give the Association a forwarding address to mail these items after a period of fifteen (15) day pass after vacating.

*See Violation and Fine Schedule, Appendix A*

### **23. Delinquencies/Assessments**

Each Owner is obligated to pay the maintenance assessment established by the Board of Directors pursuant to a properly approved annual budget. The assessments shall be payable monthly. Due date is the 1<sup>st</sup> of each month and all maintenance assessments that are unpaid for over 7 days after the due date shall include, in addition to interest as provided for in the Declaration of Condominium, the greater of 5% of each installment or \$25.00 as a late charge.

If a unit is occupied by unit owner and is delinquent after the last day of the month in paying an assessment/special assessment due to Association, the delinquency shall be handled by Association attorney. All attorney fees, Association late fees, and interest for the outstanding Assessment will be charged at the highest interest allowed by law. If all amounts due are not paid within 30 days after receipt of attorney's Demand Payment letter, a lien will be filed on the subject property. Liens on property will be foreclosed if all charges are not paid and the lien is removed.

If a unit is leased and the unit owner is delinquent at the last day of the month in paying an assessment/special assessment due to Association, the Association shall make a demand in writing to the tenant, and copy unit owner, for the rent to be paid directly to Association in accordance with Fla. Stat. 718.116(11) and 720.3085(8)(a). Rent must be paid directly to Association until the delinquency is satisfied.

*Please see Declaration of Condominium for additional provisions*

**24. Amendment**

The Association Rules and Regulations may be amended by the Board of Directors of the Association, after input from Association is heard.

The Association Rules and Regulations heretofore enumerated shall be deemed in effect and adopted by the Board of Directors of the Las Olas Villas Condominium Association, Inc., and shall apply to and be binding upon all Owners.

The Association Rules may be amended from time to time by the Board of Directors of the Association.

Owners are responsible for the full and faithful observance of the ruling documents of the federal, state, county, city and Association by their families, guest, invitees, servants, lessees and other persons over whom they are charged with control and supervision.

*Please note, the Rules and Regulations are not intended to be all inclusive, please refer to the Declaration of Condominium and Bylaws for additional governing articles.*

**Appendix A**  
**VIOLATION AND FINE SCHEDULE**

Fines will be imposed for non-compliance of any listed Rule and/or Regulation as per Las Olas Villas Bylaws. If the resident believes that he/she was wrongly fined, a request to appear before the Hearing Board can be arranged by calling the management office.

The fine schedule for ***aesthetic violations*** is as follows:

- 1st Citation - Written warning allowing seven (7) days to correct the violation and the owner will be notified (if applicable).
- 2<sup>nd</sup> Citation - If the violation has not been corrected within seven (7) days after citation, a fine of \$10.00 per day will deducted from lessor deposit or assessed to Unit owner until the violation is corrected. Each fine is limited to \$100.00
- Violation is not corrected after ten (10) days, the owner is subject to legal actions.

The fine schedule for ***illegal pet violations*** is as follows:

- 1<sup>st</sup> Offense - Notice to the resident stating that an illegal animal has been witnessed or heard at the unit, and that each time the animal is seen or heard after this warning, a fine of \$10.00 per offense, up to seven (7) times, will be assessed each time the illegal animal is seen or heard at the unit. The owner will be notified with a copy of the notice, if applicable.
- 2<sup>nd</sup> Offense - If an illegal animal is detected after the initial “seven times” period, a fine of \$20.00 per offense, up to seven (7) additional times, will be Assessed each time the illegal animal is seen or heard at the unit.
- 3<sup>rd</sup> Offense - If the illegal animal has been witnessed or heard more than seven (7) times (the equivalent of one week) after the second offense, a fine of \$25.00 for each infraction will be imposed on the owner.
- After 14 illegal pet infractions (the equivalent of two weeks), the owner is subject to legal action.

The fine schedule for ***general and noise violations, including unruly behavior*** is as follows:

- 1<sup>st</sup> Offense- Written warning stating that the Governing Documents, including Rules and Regulations have been violated, and if violation continues, fines will be imposed. A copy will be sent to the Unit owner (if applicable).
- 2<sup>nd</sup> Offense - \$50.00 fine
- 3<sup>rd</sup> Offense - \$75.00 fine

A total of three (3) offenses, regardless of violation, may warrant a directive from the Board which orders a non-renewal period for non-compliance of the Governing Documents, or initiate legal action against resident owner.