

# **ORIOLE GOLF AND TENNIS CLUB PH 2**

## **RULES INDEX**

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**RULES OF ORIOLE GOLF AND TENNIS II**  
**OUR RECREATION AREAS INCLUDING**  
**BOTH POOLS, CLUBHOUSE AND AREAS INSIDE THOSE AREAS THAT ARE**  
**FENCED OR INSIDE OF THE CLUBHOUSE ITSELF**

- R-1** Smoking is not permitted at any time in the Recreational Facilities or the Clubhouse. There will be no smoking permitted on the catwalks of the buildings.
- R-2** Uninvited persons are not to be in these clubhouse facilities at any time. Exceptions are people wanting to go to the office for required scheduled meetings or to obtain information from the office.
- R-3** Children under the age of 12 must be always under the supervision and control of a parent or Unit Owner when at the recreational areas or in the office.
- R-4** Guests under the age of 18 must be accompanied by a parent, or a unit owner while in the clubhouse.
- R-5** Guest under the age of 18 may not use the exercise equipment. Do not move around any exercise equipment.
- R-6** No one under the age of 18 is permitted in the Billiard Room, unless accompanied by a parent or a unit owner. Do not place wet drinks on the billiard furniture or tables.
- R-7** The Clubhouse rooms may not be reserved for use by any fraternal, political, and religious organization.
- R-8** Persons in bathing suits, bare feet and wet from swimming may not enter the Clubhouse areas. Shirts and shoes must be worn in the Clubhouse.
- R-9** Suntan oils or creams may not be exposed to the lounges or chairs. Please place a towel on chairs or loungers.
- R-10** A shower must be taken before entering the pools. Showers are there for your use and to help keep our pools clean.
- R-11** If you are wearing clothing other than bathing suits at the pool areas make sure they are clean and that you are not dragging outside dirt to the pool area.

- R-12** Children in special swimming diapers may be in pool.
- R-13** Food or beverages are not permitted in the pools and NO GLASS CONTAINERS containing anything should be brought in the areas. NO EXCEPTIONS as great care needs to be taken because of the people without shoes that could be cut by glass.
- R-14** Bathing suits are to be worn while bathing and no nude bathing is permitted.
- R-15** Pool furniture may not be reserved when leaving the pool area. Only one chair per person.
- R-16** Chairs and lounges must be replaced to their original positions. Pool chairs, lounges and furniture must not be removed out of the pool area or gates.
- R-17** All gates must be closed after entering or leaving pools areas. Bathrooms are to remain locked at all times.
- R-18** Nothing may be placed or hung on fence enclosures.
- R-19** Pool hours are 8am until dusk, in both pools. No group activities or classes are permitted until 8:30am and must end prior to 9:00 pm. Weekend pool deck hours on Friday and Saturday from 8am to 10pm.
- R-20** Jumping or diving into the pools is prohibited.
- R-21** Sitting on the pool steps is not permitted for safety reasons.
- R-22** Music on the sound system is permitted at the clubhouse pool only from 12pm to 4pm. Earphone may be used for folks to hear whatever they want to listen to as long as they are not disturbing other folks. No other form of vehicat either pool without pre-approval.
- R-23** A barbeque grill is provided, and the gas is paid for and kept there by the association. Use at your own risk and please clean the grill and leave it as clean, or as cleaner than you found it. This is a privilege and please do not abuse it or you may be fined by the fining committee. No other barbeque or campfires may be used, the barbeque grill must not be moved.
- R-24** The shuffleboard courts and Bocci are outside of the main pool and are part of the recreational facilities. The same rules apply as the billiard room, and these courts are to shut down by 8:00pm.

**R-25** No form of golf, baseball playing, football playing, etc. is permitted in the Recreational Facilities or any of the common areas or common elements.

**R-26** Card playing is not permitted in the lobby of the Clubhouse. Furniture that is moved from any room must be replaced by the mover to the same room and placed as it was found.

**R-27** The recreational room should always be available for any residents who want to use it and may not be reserved unless the Clubhouse Administrator, for special occasions, rearranges the rooms and has made provisions for others that would want to use that room.

**R-28** A condo owner of Oriole may schedule a time to use those facilities including the kitchen for a get together for family or friends during clubhouse hours. The reservation request must be submitted to the Association. This is a first-come first served basis and only for special occasions and not for weekly events.

(a). There will be a reservation deposit of \$100.00 collected for those events and it will be refunded if the area is left in as good or in a better condition in the eyes of the administrator of the Clubhouse Facilities.

(b). If you intend to use these areas for any kind of family or friend affair you must book in advance in the office that information will be kept in a book in the office. Not asking for permission and booking the facilities will cause a possible fine.

(c). A deposit of \$100 will be returned after the area used for the event is inspected by the Administrator and approved to be in as good or better condition as it was when the event was held. If the money is not returned it will go to the association as there will be extra expense in cleaning or repairing the area used for the event.

(d). Any expense for repairs for damages more than the \$100 deposit will be billed to the owner that booked the area. If any equipment such as microphones for an event are used and there is any damage to the equipment the owner reserving the facility will be charged for all damage.

(e) The clubhouse reservation must not exceed six (6) hours per event and no more than twice per month. The clubhouse hours are 6am to 10pm, no one may be in the clubhouse after hours unless approved by the board.

**(f).** If there are more than 25 non-owner invitees, liability insurance must be purchased prior to the event.

**(g).** If you attempt to use these facilities without booking them in advance you will be turned into the Fining Committee and a fine of \$100 will be charged to the owner that was in charge of the event.

**(h).** The decision of the Fining Committee is final.

**R-29 (a):** Posting or Publishing of Meetings of the Board of the Association on Social Media: The posting or publishing of audio or video recordings of Meetings of the Board of Directors of the Association, as may be allowed under Florida Statute §718.112 (c), on any social media platform (by way of example but not limited to YouTube, Instagram, or X) is prohibited.

**(b).** Audio or Video Recordings not at a Meeting of the Board of Directors: Audio or Video recordings of members of the Board of Directors of the Association, members of Management of the Association, or the employees and agents of the Association or Management of the Association in a “private setting” (by way of example, at the offices of Management of the Association, at the offices of the Association, inside any unit located at Association community) is prohibited unless the person wishing to make such recording first obtains the consent of the person or persons to be recorded.

**(c).** Consent Required: Florida recording law stipulates that it is a two-party consent state. In Florida, it is a criminal offense to use any device to record communications, whether they are wire, oral or electronic, without the consent of everyone taking part in the communication. Consent is not required if the recording is allowed under Florida Statute §718.112 (c).

**R-30** No Weapons are permitted in the recreational areas, amenities or in the Main Clubhouse.

**R-31** All residents and guests must wear proper shoe wear when using the gym equipment. No person using the gym equipment is allowed to wear/use Sandal, Flip Flops, or open-ended footwear while in the gym room. If you are using exercise equipment, you must wear closed sneakers.

## COMMON ELEMENTS

**C-1** Garbage which is deposited in the garbage containers (dumpsters) must be placed in plastic bags and tied tightly. Do not dispose of garbage in paper bags or throw empty milk containers into the dumpsters. Cartons must be taken to the dumpster room and not thrown down the trash chute. No furniture or appliances may be discarded in the dumpster room at any time. Doing this may result in a fine and you will be charged to remove whatever you put there.

**C-2** Do not extinguish cigarettes or cigars on the lawn area or on the catwalks. Do NOT Dispose of chewing gum or other debris on the catwalks or in the parking areas.

**C-3** The exterior of the units and all other areas appurtenant to a unit may not be painted or modified by any Unit Owner in any manner. If you wish to paint your front door, you may get the paint from the office.

**C-4** No article may be hung or shaken from the doors or windowsills of the units or railings of the catwalk.

**C-5** No Furniture, baby carriages, or similar vehicles or toys, or other personal articles may be allowed to stand in any of the common areas or storage room. Except for the back room of the 1<sup>st</sup> and 4<sup>th</sup> floor of the storage rooms and that shall be reserved for bicycles.

**C-6** No sign or for sale sign, notice, or advertisement shall be inscribed or exposed on or at any window or other part of the units including vehicles and motorcycles. Including no signs or advertisement in the common areas or parking spaces except approved in writing by the Condominium Association, nor shall anything be projected out of any window in the units without similar approval.

**C-7** Where entrance to an unoccupied unit is necessary by the association for the purpose of attending an emergency, an entrance form will be posted in the vicinity of the entrance area within said unit.

The entrance form shall contain the following information: The date of entry, the names of the persons that were present upon entry, the reason of entry and if possible, the solution of the emergency. This form is for the protection of the members or staff of the association as well as information and record for the unit owner.

**C-8** The Association shall retain a key to each unit. No owner may alter any lock or install a new lock on any door leading into his unit without giving a key to the new lock to the Association. Failure to provide a workable entrance key to a unit that may need to be entered by the association for emergency reasons shall cause the owner of such a unit the costs related to a locksmith for the removal and or the replacement of the lock.

**C-9** These rules below have to do with parking at Oriole by Owners and or their Guests. There is a Lot- Monitoring Service Contract in effect and all Owners and Residents will be notified of any and all changes in those rules and regulations. The rules and regulations may be changed and amended from time to time by the board of directors. All changes in those rules will be posted on the bulletin board in each building, owners will be notified by US Mail, and it will be posted on the website as to all directions of compliance with that Lot Monitoring Program.

- (a) A valid parking permit must display OGT-2 parking permit and must be placed in the lower portion in the back rear window of the drivers' side of the vehicle. Owners must park in their assigned space.
- (b) Guests must park in guest parking and must obtain a guest pass online. The owner or resident must obtain a guest pass for their guest by visiting the website provided to the owner or resident that is posted on the Main Bulletin Board or obtaining registration information from the onsite office.
- (c) Any vehicles not displaying an approved parking permit or guest parking form may be booted or towed from the OGT 2 property at owner's expense.
- (d) All owners and residents prior to this date are grandfather for their current registered vehicles or motorcycles for the following rule C-9(d) ***No more than two (2) register***

***motorized vehicles including motorcycles in a household, a maximum of two (2) unless approved by the Association Board.*** After this date, all grandfathered owners shall not add additional motorized vehicles or motorcycles exceeding their current limit or 2 per household.

**C-10** Unit owners shall be responsible for instructing their guests and service people to park their vehicles in guest parking spaces.

**C-11** No trailer, boat, camper, commercial or recreation vehicle is permitted to be parked overnight on any part of the Condominium Property. Parking space should not be used to store personal items or storage for a non-drivable vehicle, and no back-in parking is allowed.

- (a) All auto covers must be a manufactured car cover or motorcycle cover. *No* other coverings are permitted. Any vehicles or motorcycles that are covered must be properly maintained as per the discretion of the Association.
- (b) All covered vehicles or motorcycles must be parked in your assigned parking space not in a guest space.
- (c) All motorcycles must be parked in their own parking space. All motorcycles must be registered with the office.

**C-12** Repairs to, or painting of vehicles on the Condominium Property is NOT permitted. You are permitted to wash your car at your building only for the use of residents in that building. Building governors may enforce as to where you can do it.

**C-13** Owners shall NOT cause or permit any unnecessary or incessant blowing of any horn from any vehicle of which their family or guests shall be occupants upon any of the parking areas of the Condominium Property.

**C-14** Unit owners are NOT allowed to place their names on any entry of their units or mail receptacles appurtenant thereto, except in the manner that may be prescribed by the Association for such purpose.

(a) No tampering of Postal mailboxes and any damage to, the cost will be billed to the unit owner.

(b) No unauthorized person or owner shall force open the mailbox to change a mailbox lock or remove mail without the mailbox key.

**C-15** Any damage to the buildings, recreational facilities or other common areas or equipment caused by any resident, or his guests, shall be repaired at the expense of the owner. For example: (Blacktop damage from oil leaks from a vehicle).

**C-16** Owners shall be held responsible for the actions of their children, guests, and renters.

**C-17** Food and beverages may NOT be prepared or consumed in the common areas, except in accordance with Regulations which may be adopted from time to time by the Association.

**C-18** Complaints or suggestions of unit owners regarding the management of the units and/or grounds, or regarding actions of unit owners shall be submitted in writing on forms located at each condo building by the bulletin board or the box by the office and deposited into the box provided or service request via website. Unsigned or improperly filled out forms will be discarded. These forms will be picked up at least 5 times a week by the management. They will be attended to and filed in building files and may be reviewed by the building governors at any time.

If the Association determines the unit has a problem that needs to be fixed and the unit owner disagrees. A professional will be brought in at the owner's expense. If it is the Association problem, it will be paid by the Association that has been approved.

**C-19** Soliciting or the posting or distributions of handbills, advertisement or any other forms of articles are NOT permitted on Association Property or on the building's bulletin board.

**C-20** The walkways, entrances, halls, corridors, stairways, and ramps shall NOT be obstructed or used for any purpose other than to ingress and egress from the units. Owners and residents are responsible for informing any expected deliverers, vendors, contractors, or movers of this rule.

**C-21** No unit owner may make or permit any noise that disturbs or annoys the occupants of any unit, or do, or permit anything which annoys or interferes with the rights, comforts, peace, or convenience of another unit owner or to an Association employee, including defaming or harassing.

**C-22** All unit owners shall keep their units in a good state of preservation and cleanliness, and shall NOT sweep nor throw, or permit them to be swept or thrown there from, or from the doors or windows thereof, any dirt or any other substance.

**C-23** All windows, doors, patio, and flooring modification must be approved by the Association board prior to purchase and installation. Any awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans, or air-conditioning devices may NOT be installed on the windows of any unit except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the association.

***Hurricane Protection Specifications*** – All modification to windows, doors, patio, and shutters must comply with the Hurricane Protection Specifications listed and approved for use in the State of Florida. Owners are not to purchase, deposit or install prior to the Association’s board approval, and must comply with the City of Margate’s building permit requirements.

- (a) All window replacements must be hurricane impact windows, either single hung or horizontal sliding windows and must fit the current dimensions. The window frame must be white with no gridlines. The owner can install windows tints with professional company and light grey tints only.
- (b) All exterior entry doors must be hurricane impact or fire rated and follow the current Florida State Statutes and local ordinance; it must be compliant with all other approved

doors at Oriole. The front entry door must allow four (4) inches from the top of the door for the installation of the unit numbers. The door numbers are the same style for all units and supplied by Oriole.

- (c) All shutters must be hurricane approved shutters; the color must be white. The shutters must open/close from the inside of the unit.

**C-24** Each unit owner who plans to be absent from his unit during the hurricane season must prepare his unit prior to his departure by:

- (a) Removing all furniture, potted plants and other movable objects from his terrace and balcony; and
- (b) Designating a responsible firm or individual satisfactory to the Condominium Association to care for his unit should the unit suffer hurricane damage, such firm or individual shall contact the Condominium Association for clearance to install or remove hurricane shutters.
- (c) Hurricane Shutters must be approved by the Association Board prior to purchase. All hurricane shutters must be white and open/close from the inside of the unit.
- (d) Plywood or any other items are NOT allowed to be placed, located on (or) attached to any building or common area.

**C-25** Bathrooms and other water apparatus in the buildings shall NOT be used for any purposes other than those for which they were constructed. Any damage resulting from misuse of any water apparatus shall be paid for by the owner in whose unit it shall have been caused.

**C-26** No unit owner may request or cause any employee of the Association or Management Company to do any private business of the owner except as shall have been approved in writing by the Condominium Association.

**C-27** No unit owner may be paid for any services rendered to the Association, except it be done through the board, by approved invoice for the service provided.

**C-28** No private radio or television aerial or antenna may be hung from the exterior of the Units or the units or the roofs thereon, and no transmitting equipment shall be operated in a unit.

**C-29** Owners of units shall keep and maintain any storage closet, bin, or area, which may be assigned to such owner, in a neat and sanitary condition. At all times bins should have a tag posted with unit number and inspected at least once a year.

**C-30** No Unit owner may use or permit to be brought into the units or common elements any inflammable oils or fluids such as barbeque or any style portable barbeque, gasoline, kerosene, naphtha, or benzene, or other explosive articles deemed extra hazardous to life, limb, and property.

**C-31** Unit owners who have one or more cars must park one car in the assigned parking space and the other(s) in an available guest space parking area of their building. No alteration or modification to assign parking space without the Association board approval.

**C-32** No unit owner may install any type of floor covering on the concrete flooring of their unit without waterproofing the floor and install a first layer of deadening material such as soundproof thickness of 5mm of any of the following: cork, rubber padding, acoustic board etc. and must be approved by the Board of governors before installation. The water proofing applies to all units in floors 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, and 4<sup>th</sup>. The soundproofing does not apply to the 1<sup>st</sup> floor units.

**C-33** Hours for running the washers and/or dryers in the laundry room of the 12 Buildings, is permitted only between the hours of 8am and 9pm. No washing or drying prior to 8am or after 9pm. All washers and dryers must be finished by 9pm.

**C-34** The only guests that are permitted to be here at Oriole, when the Owner is absent are immediate family members and their guest or guests.

**C-35** No feeding wild animals and ducks.

**C-36** Unit owners must comply with maintaining their units to community standards including providing the office with an annual pest clearance or certification document no later than 12/31 of that current year that their unit has been treated and/or cleared of any pest.

**C-37** Residents are NOT allowed to wash their own vehicles in the residential buildings, parking lot or their assigned parking space.

Car washing is limited to the two blue-outline parking spaces next to the clubhouse.

Car washing is allowed daily from 8am to 6pm. Please make sure everything is finished by 6pm.

Only vehicles registered to community owners or renters may be washed. If someone from outside the community is helping wash your registered vehicle, please send a quick email to the office – no approval is needed.

Hand washing and hand drying only. Power tools and generators aren't permitted. Battery operated vacuums are permitted.

When you're done, turn off the water, neatly return hoses, brushes, and pails to the proper places, and dispose of all trash in the bins provided.

All owners and residents found to be in violation of these rules may be fine a \$100 per violation and per day for uncorrected violation.

**C-38** Any official records or copies request as per the 718 Florida State Statute must be written.

A person designated by the office and from the association must be with the unit owner while the records are being inspected. The small office may be designated as a place for the inspection of records. Any copies made at the office there will be a reasonable charge per copy and must be paid prior to making copies.

**C-39** The cameras are only for the use of security recording and the operations of the Association. Any alteration or damage to the security cameras by a resident or guest will result in owner being fined and/or referred to the Association Attorney.

**C-40** There will be no dumpster diving or searching in any dumpster rooms except for your building unless the building prohibits.

**C-41** No seasonal decorations or lights are allowed in the catwalk or the exterior of the buildings, only seasonal wreath on your door is permitted.

**C-42-** Seasonal lighting is allowed on the shrubs only with the approval of the building directors. If approved, only solar lights or battery-operated lights must be used from December 1st to January 7<sup>th</sup>. Any seasonal lighting or wreath before and after this date is considered to be an violation.

**C-43** - No pavers, mats, underground planting, or any other personal items in the common area.

**C-44** All vendors or contractors must register at the Association's office and provide the company's liability insurance, worker's compensation insurance and if applicable, provide their business license. The unit owner must notify the onsite office within 24-48 hours of any work being performed in the unit. Once approved the hours are from 9am to 5pm Monday through Saturday.

**C-45** Owners and residents must notify the Association office of any move in or move out of furniture, appliances, and bulk items 24 hours in advance for elevator padding. Once approved the hours are from 9am to 5pm Monday through Saturday.

**C-46** Owners and residents requiring roof access for AC, Electrical or Inspections must notify the Association office 24 hours in advance and provide the business credentials of the vendor or contractor. NO unauthorized persons are allowed in the roof including owners and residents. Once approved the hours are from 8:30am to 3:00pm Monday through Friday.

## SERVICE OR SUPPORT ANIMAL RULES

**P-1** An apartment owner shall not keep a pet in their apartment, except under the regulations promulgated by the Association to accommodate those individuals. Finally, any pets that are not grandfathered are NOT permitted in Oriole and all grandfathered owners must comply with these rules. Any animal that joins our community must be as a service animal or support animal, must deliver adequate proof of need and reasonable documentation as the board may promulgate from time to time.

**P-2** You must register your service or support animal with the Association. This will cost you a \$50 one-time registration fee it's non-refundable You would need to supply the following information: service or support animal name, a picture of the service or support animal, the breed of the service or support animal, a copy of the vaccination papers and any other information. That information will be kept in your file by the Association here in our office. The service or support animal immunization records needs to be updated and renewed prior to vaccination expiration.

Within several weeks you will receive from the Association a framed picture of your service or support animal that will be attached to your front door and will show that your service or support animal named whatever may be inside your unit. This is so that someone has to enter your apartment in an emergency that they know your service or support animal may be there. If there is some other acceptable form of Fire or Safety ID other than what the association provides, and it is approved by the office you may use that. There will be no other fees or expenses to you as service or support animal owner if you and your service or support animal follow the simple rules that are included.

**P-3** You must pick up any solid feces that your service or support animal makes ASAP and properly dispose of it as part of your garbage, in tightly closed bag.

**P-4** Your service or support animal may not be aggressive towards other people or other service or support animal. If that becomes the case your service or support animal may have to be removed from Oriole Golf & Tennis II.

**P-5** You must renew information for your service or support animal on yearly basis, and supply vaccination and Broward County license or your valid license from your other area that you are from. These papers will be kept in your service or support animal file.

**P-6** There may be special questions and documentation that are needed for new applications, depending on its category. The laws are changing, and the Association will attempt to keep abreast and must be able to change the application question accordingly. Because this is constantly changing issue in our society at the present time registration of service or support animal, regulations and forms will be updated on an as needed basis.

**P-7** When outside of your apartment, your service or support animal must always be on leash.

**P-8** Your service or support animal may never be outside alone.

**P-11** You must walk your service or support animal on Country Club Drive.

**P-12** Your service or support animal may only use the elevator if it is not occupied by another resident.

**P-13** If your service or support animal barks excessively you may be fined and if it is a lasting problem the service or support animal may have to be removed from the property.

**P-14** A service or support animal may not weight more than 25 pounds, unless approved by vote of the board and no aggressive breeds are allowed.

**P-15** Not more than one dog may be in a unit nor more than 2 cats and no more than 2 service or support animal per unit at any time.

**P-16** No pets, service or support animal are allowed in the pool area, recreation area or clubhouse area.

**P-17** If you are moving to Oriole or bringing a new service or support animal to this property. The service or support animal must pass the Criteria set forth by the Association, for registration you must be eligible for a service or support animal prior to the time you inquire and apply for residency at Oriole or at the time you inquire on a service or support animal.

**P-18** If your service or support animal ceases to live here you must notify the onsite office in writing within 10 days and provide property documentation from a veterinarian or animal hospital of the deceased animal. The \$50.00 administration fee is not refundable.

**P-19** If you or your service or support animal violates any of the service or support animal rules you as the owner may be subject to a \$100.00 fine if you are found in violation by the fining committee. You will be notified of any impending fines and have a right to meet that committee to appeal for no fine. However, the finding of the fining committee is final as far as the Association is concerned.

**P-20** It is your responsibility as the owner of a unit that is rented, to make sure these rules are followed.

**P-21** There will be no cat sitting, dog sitting or any other type of animal at Oriole.

**P-22** Any service or support animal visiting an Oriole resident, the owner must inform the Association office in writing and have prior approval. Any service or support animal residing at Oriole more than seven (7) days in any given year, must be register as any other permanent service or support animal and comply with the service or support animal rules & regulations. NO other pets are allowed to visit or reside or kept at Oriole.

## **BUYING – SELLING – OCCUPANY RULES - APPLICATIONS**

**B-1** Every unit owner must notify the office he/she intends to have any visitors in the apartment while the unit owner is present or not. The information should include who will occupy the apartment, the beginning and ending dates of their stay.

**B-2** Any guest residing in unit for more than three (3) days the Association office and building governor must be notified with the names and dates of stay. Guests over thirty (30) days must be screened and approved by the Association Board.

**B-3** Owner must submit a notice in writing to the Association of intent to sell or lease and request an application.

**B-4** No application will be approved if the unit owner permits his apartment to be occupied before approval can be obtained and such owner may be subject to fines of \$100 per day for permitting that to happen.

**B-5** No applications for sale or rent will be approved if the unit owner is in arrears of any assessment, maintenance fees, late fees, NSFcheck fees, or unpaid fines.

**B-6** Owners, Lessees or renters are not permitted to sublet.

**B-7** The apartments shall be used for single-family residences only. No separate part of an apartment may be rented, and no transient tenants may be accommodated therein.

**B-8** No apartment may be rented for an initial period of twenty-four (24) months subsequent to purchase. No apartment owner may be permitted to lease an apartment if the total amount of rentals exceeds 15% of the available units unless grandfathered before the amendment.

**B-9** No apartment may be rented or leased for any term of less than four (4) months and one day and no more than 24 months.

**B-10** No apartment may be rented more than twice in any twelve (12) consecutive month period.

**B-11** All rented apartments must provide the office with a lease renewal or notification of non-lease renewal sixty (60) days prior to lease expiration. There will be only one and final notice for lease renewal.

**B-12** No children under the age of fifteen (15) shall be permitted to reside in any of the Apartments except that children under the age of fifteen (15) may be permitted to visit and temporarily reside for a period not to exceed sixty (60) days during any consecutive twelve (12) month period.

**B-13** No permanent occupancy of any units shall be permitted by an individual between the ages of fifteen (15) and fifty-five (55), notwithstanding the board in its sole discretion shall have the right to established exceptions to permit individuals as per the Association Bylaws Article XXVIII Community for Older Persons and Amended Article XIII Occupancy and Use Restrictions.

**B-14** All tenants must be over the age of 55 years. No tenant's guest under 55 years is permitted to visit more than three days without Board Approval.

**B-15** All potential purchase applications must each have a minimum credit score of 725 or higher and a verifiable income of \$40k annually.

**B-16** Formerly approved Lessees (tenants) with more than two violations of Association Rules and Regulations; or with at least one documented failure to comply with preventative maintenance, shall not have their lease considered for renewal or approved by the Association.

**B-17** Any lessee/tenant that has been denied a lease renewal or has previously been removed from a unit, or has been requested to leave a unit, or has been legally ordered not to occupy a unit (whether the order be entered against the lessee/tenant or the unit owner), that thereafter wishes to purchase a Unit at Oriole, shall not have their application for purchase of unit considered or approved by the Association.

**B-18** The Association must have the key or codes for lockboxes placed on a unit door at Oriole.

**B-19** Each unit owner must purchase liability and personal property insurance for their unit. You must provide the onsite office with your insurance renewal or new information by 07/31 of this current year and every renewal date prior to expiration date. You will be referred to the Fining Committee if you fail to comply with the Association's Governing documents and rules.

**B-20:** As of the implementation of this Rule, all applications to obtain consent by the Association for the rental of any unit that receive an "approval" on part of the Association, shall be considered a "conditional approval" subject to this Rule. All new tenant's leases that may be approved by the Association shall be subject to the following. All new tenants shall be on a 3-month probationary period. If during this three (3) month probationary period a tenant commits a severe violation including but not limited to violation of the community's age restrictions or providing false information or misrepresentation on the rental application, then the Association shall have the right to disapprove the tenant's tenancy at the unit. The tenant's lease approval shall be retracted, and considered as "disapproved." The owner of that unit shall immediately be solely responsible for terminating the tenancy and shall be solely responsible to ensure that the tenant vacates the unit. All expenses, costs or legal fees incurred by the Association in the enforcement of this rule shall be assessed as against the owner of the unit.

**B-21:** As of the implementation of this Rule, and applicable to all proposed tenant applications submitted by an owner of a unit for approval by the Association Board, any proposed tenant applying for tenancy through the rental of an owner unit, must have a credit score of no less than 725. Separate and apart from the minimum credit score, no proposed tenant application shall have a criminal history that reflects a prior criminal history relating to a crime that is a felony, or a misdemeanor involving, violence, theft, or intoxication, or any misdemeanor crime that the Association's Board may deem as constituting or posing a danger to the community. Tenant application approvals under this rule shall be at the discretion of the Association's Board.

## **LATE PAYMENT RULES**

**M-1** You are encouraged to set up your monthly payments to the Association thru the ACH plan.

If you choose another way you must have the payment to the address on your statement by the due date or before the penalty date to avoid a late fee being charged. With ACH you will not have a late fee.

**M-2** You may not make maintenance payments at the office as they will not be accepted.

**M-3** All maintenance payments should be mailed to Oriole's bank lock box address.

**M-4** If the monthly payments are not paid in full by the 10th of the month in which they are due you will be charged a \$25.00 late fee.

**M-5** If the payment is made with a non-sufficient funds check, you will be charged an additional \$50.00.

**M-6** There will be a \$50.00 fee for all non-sufficient funds check.

**M-7** Special Assessments paid more than 10 days past the due date will have a late fee of \$25.00 charged. Assessments are never due the same date as of your monthly payments. Please read and follow your special assessment notification for instructions.

**M-8** The treasurer has the authority to forgive a late fee for a person that has never had one charged to them before or in situations that proper time was not given to pay because of some unforeseen circumstances.

**(a)** No unit owner shall be entitled to have any late fees relating to delinquency or failure to pay an outstanding balance waived or nullified by the Association.

(c) Any unpaid balances that are NOT paid by the date specified by the Association will be applied first towards any payment received relating to monthly maintenance payment.

The order of the application of any payment received will be first allocated to fines, late fees or other monetary obligations that are due to the Association, and then towards any remaining balance to the monthly maintenance.

## **FINING COMMITTEE RULES**

**F-1** The Fining Committee will consist of three residing owners of the association and shall meet as required by any pending fines. These three owners shall not be board members, officers of the association or closely related to any of the previous mentioned owners.

**F-2** All owners who are assessed fines will be notified by the association and may meet upon request with the Fining Committee to plead their case to have the fine removed. Meeting to be held at agreed to time by both parties.

**F-3** The ruling of the Fining Committee is final. There will only be one final notice sent for a violation before referring to the fining committee unless Board decides otherwise on immediate referral due to prior violation and severity of the violation.

**F-4** All fines shall be \$100.00 unless the fine for the violation is stated differently in the list below.

**F-5** Any fines imposed are due five (5) days after the date of the committee meeting at which the fine is approved. If a unit owner is more than 90 days delinquent in paying a fee, fine, or other monetary obligation due to the association, the association may suspend the right of the unit owner or the unit's occupant, licensee, or invitee to use common elements, common facilities, or any other association property until the fee, fine, or other monetary obligation is paid in full.

**F-6** If it is a service or support animal violation fine and you have a deposit with the association the fine will be deducted from that account. A ledger will be kept in the service or support animal owners file and may be inspected by an owner at the office during normal working hours of the office.

**F-7** The following violations will be \$100.00 fines.

1. Not being truthful on screening application material.
2. Permitting someone to live in your apartment more than 30 days without going through the screening process.

3. Listing your apartment for sale without filing the proper paperwork with the office.
4. Attempting to have an activity in the club house area without booking it with the Clubhouse Administrator.
5. Removing a Parking Block and moving it to another position in the lot. Only the use of the numbered spot may be changed with both owners of those numbered spots agreeing in writing, signed by both owners, and filed by the manager in the proper file.
6. Unapproved modification, alteration, or changes without the Association approval to the limited common elements or common areas of the condominium including but not limited to doors, patios, windows, parking spaces etc.
7. Not complying with the policy and tenants lease has expired.
8. All trash and dumpster violations.
9. Failure to maintain the unit as per Association's request and Association Bylaws.
10. Feeding wildlife and ducks.
11. Failure to comply with a rule or correct a violation upon the Association's request.
12. Failure to comply with preventative maintenance.
13. Failure to register a guest, vendor, or contractor.

**F- 8** If you have the same violation more than two (2) times in any 12- month period the fining committee may assess a \$100.00 fine per day for an uncorrected violation.

**F- 9** The following violations may cause a fine of \$100.00 each day, the situation goes uncorrected by an owner.

1. Not correcting wrong information on an application on the screening package within 10 days when discovered by the association.
2. Permitting a person to live in your apartment not screened beyond 10 days from notification to do so by the Association.

**F-10** The violations below will result in the owner being fine and will be responsible for repairs or cleanup costs and any other fees associated with the violation.

1. Any damage to common area(s) and permitting unlicensed activity.
2. Nuisance behavior, improperly disposing of items or bodily waste.