

SPECIAL NOTICE

TO: ALL RESIDENTS OF OAK TERRACE  
FROM: OAK TERRACE PROPERTY OWNERS ASSOCIATION, INC.

As you may know, our "DUCK" population has become a source of controversy.

While they are nice to have around and may be beneficial to our ponds and canals, they can become pesty and annoying to the residents when they become accustomed to being fed at the door.

They soon learn that a sliding rear door noise or a screen door opening means a feeding and they flock to the familiar sound.

The result is obvious, the ducks fight each other for position, cling to the porch screening and become obnoxious to those residents who don't feed them. They will congregate where they are being fed and will foul the general area including the tops of the air conditioners and will destroy the grass in the immediate vicinity.

We are asking that our residents discontinue the practice of feeding the ducks from their apartments.

We assure you that they are very capable of sustaining themselves by eating the natural grass foods that are plentiful for them in our area.

We appreciate your anticipated cooperation.

Sincerely,

Board of Directors

Use of Common Areas Continued:

- e. Each unit shall have one assigned parking space and all other automobiles must park in the guest areas. The automobile must fit within a standard parking space. Residents will not be allowed to have more than two (2) vehicles per unit.
  - (1) No trucks, vans, motorcycles, boats, trailers, commercial vehicles, motor homes or buses, other than currently registered automobiles shall be allowed to park in the confines of the condominium property between the hours of 10:00 p.m. and 8:00 a.m.
  - (2) Any vehicle owned by a resident must be maintained so as not to create an "eyesore or nuisance" in the Community. Unregistered vehicles will be towed.
- f. No door-to-door solicitation shall be permitted unless prior written approval has been granted by the Board of Directors. This includes solicitation for not-for-profit organizations.
- g. Residents should park only in their assigned parking space. Each owner should instruct his guests, visitors and delivery persons as to where to park. All vehicles except emergency vehicles should be parked with front wheels against the car stop.
- h. Horns should not be used or blown while parked or standing in driveways and/or parking areas. Racing engines of loud exhausts must be avoided. Observe the 20 MPH speed limit.
- i. Parking lot guest spaces are not to be used for car storage. Cars left unattended will be removed at the owner's expense.
- j. Car washing is permitted only in designated car washing spaces. (CAR WASHING SPACES ARE AVAILABLE FOR RESIDENTS OF PINE COURT AT PINE COURT ONLY, OAK COURT AT OAK COURT ONLY, CEDAR COURT AT CEDAR COURT ONLY, AND CYPRESS COURT AT CYPRESS COURT ONLY.)
- k. No storage of any kind is permitted in electrical rooms.
- l. Observe laundry room hours as posted. Laundry room usage is for Oak Terrace residents only.

4. Clubhouse Rules:

The clubhouse is for the use of association members, guests and bona fide renters.

Clubhouse Rules Continued:

- a. The clubhouse is available, (but kept locked 24 hours a day) from 9:00 a.m. to 10:30 p.m. except if special permission is granted by the Board of Directors.
- b. Wet bathing attire is not permitted in the clubhouse and no barefeet are allowed.
- c. No person under eighteen (18) years of age will be allowed to use the clubhouse or card room without adult supervision.
- d. Owners or lessees should see that their guests, especially children, use the clubhouse with due care! No running, jumping or horseplay, etc. is allowed.
- e. Owners or renters are responsible for any damage they or their guests may have caused. When using the clubhouse, guests must be accompanied by the owner or renter.
- f. Any person using the cookout area must clean grills of grease and area of debris when cooking is completed.
- g. Persons using the clubhouse should see that the lights and fans are turned off when leaving the clubhouse, also, be sure chairs and tables are placed in their proper areas. The clubhouse must be left clean and in the condition in which it was found.

5. Special Use of Clubhouse:

On occasion, residents may wish to have exclusive use of the clubhouse subject to the following procedures:

- a. Requests must be made in writing at least twenty-one (21) days and not more than sixty (60) days in advance; stating the date, time and approximate number of persons attending. Such requests will be received on a first come first served basis.
- b. Coordinators will place reservation notices on the bulletin board ten (10) days in advance of reservations after approval has been granted by the Board of Directors.
- c. A notice specifying date and hours of "private use" must be posted on clubhouse entry door being used on the day of the event.
- d. Agree to clean up (provide own plastic garbage bags), close windows, repair or replace damage to the clubhouse incurred during private use, including all furnishings or equipment. Residents using the facilities will be refused future reservations if rules are not observed.
- e. Private parties may be held at the clubhouse, BUT THEY ARE RESTRICTED TO RESIDENTS ONLY. HOUSE GUESTS ARE WELCOME BUT NO OUTSIDE GROUPS MAY USE THE CLUBHOUSE

Special Use of Clubhouse Continued:

f. CLUBHOUSES MAY NOT BE RESERVED FOR PRIVATE USE ON HOLIDAYS OR PRE-HOLIDAY DATES, NO EXCEPTIONS.

g. See pages 8 and 9 for further information on deposits, fees and application forms.

6. Pets:

No pets are permitted except for one cat, a small bird or fish. Visitors are not allowed to bring their pets to Oak Terrace. All cats must be leashed when outside.

7. Visitors:

Guests are entitled to visit for a period of time that does not exceed thirty (30) days, in any calendar year, unless previously approved by the Board of Directors. The Condominium Association must be notified at least two (2) weeks in advance in writing.

8. Barbecuing:

Barbecuing is not permitted on patios, walkways, or on the common grounds. A grill is provided for the use of individual unit owner or tenant at the recreation areas. No storage of barbeque grills in the recreation grill areas.

9. Fines:

A fine of up to \$100.00 per violation will be assessed after proper warning, in accordance with Florida Statute 718.303 (3), F.S., as deemed necessary by the Board of Directors for violations of the By-Laws or Rules and Regulations.

10. Rules - Pool and Pool Areas:

The majority of pool rules are based on the regulations of the Florida State Board of Health, insurance carriers and simple rules of sanitation.

- a. Only authorized owners, renters and their accompanied guests may use the pool. Violators will be requested to leave the pool area.
- b. The pool will be open between the hours of 8:00 a.m. and 10:00 p.m. If the pool is used after 9:00 p.m., please do not make noise because of the people living near the pool area. When pool is heated, hours will be posted.
- c. Children under the age of 14 are not permitted in the pool area unless accompanied and closely supervised by a responsible adult.

Rules - Pool and Pool Areas Continued:

- d. Children under three (3) years of age, or in diaper state, are not permitted in the pool at any time.
- e. All bathers must shower before entering the pool.
- f. No food or drinks are allowed in the pool area.
- g. Suntan lotion, creams and oils must be completely removed before entering the pool.
- h. Pool furniture must be completely covered before use by those using any of the above materials.
- i. Persons with infections or contagious health conditions such as colds, fungus, skin diseases and the like must not use the pool.
- j. All objects of glass are forbidden in the pool area.
- k. No floating objects, other than life preservers when worn for safety, are permitted in the pool. Diving masks, flippers and scuba equipment are not allowed.
- l. Screaming, boisterous conduct, unnecessary splashing and the throwing of a ball or other objects in the pool area will not be permitted.
- m. All persons using the pool do so at their own risk.
- n. No pets are allowed in the pool or recreation area.
- o. If the pool key is lost there will be a replacement charge of \$100.00.
- p. Action will be taken against the violators of the pool rules pursuant to Florida law.
- q. Diving is not permitted.

11. Condo Units:

- a. No signs of any kind may be displayed on any building or common elements, including the windows or porch areas of a dwelling unit.
- b. Porch areas must be kept neat, clean and free of clutter.
- c. Hanging of laundry is prohibited in porch area or elsewhere.
- d. No waterbeds are allowed in the upper level units.
- e. No nuisance shall be allowed upon the condominium property or facilities, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by it's residents.

12. Resales:

- a. In processing a request for approval for resale, an owner shall certify that he has provided the prospective purchaser with the following documentation:
  - (1) A copy of the Declaration of Condominium.
  - (2) A copy of the Articles of Incorporation of the Condominium Association.
  - (3) A copy of the approved operating budget for the current year, including the monthly maintenance charges for the condominium unit to be sold to the prospective buyer.
  - (4) A copy of the By-Laws of the Condominium Association.
  - (5) Question and Answer Sheet.
  - (6) Rules and Regulations Booklet.
- b. All of the above information shall be furnished to the prospective buyer prior to the execution of closing of the sale.
- c. Before approval of a resale of a condominium unit by the Board of Directors, assuming the purchaser meets the requirements for approval, the Board will require certification that the prospective purchaser has read the complete documentation package and is satisfied to purchase the condominium unit, subject to all the provisions of the documentation package.
- d. The ownersubmitting an application for resale of a unit shall accompany said application with an application questionnaire duly filled out and signed.
- e. There shall be a processing charge of \$50.00, payable by the seller to the Condominium Association. The payment for processing of resale shall accompany each application.
- f. A copy of each executed conveyance shall be delivered to the Board of Directors within ten (10) days after the date of closing.
- g. Prospective buyers shall make themselves available to the committee appointed by the Board of Directors for the purpose of an interview and a review of the Rules and Regulations. All prospective buyers will require approval by the Interview Committee and the Board of Directors.
- h. All pertinent forms for application to the Condominium Association can be obtained through the management company.
- i. A copy of your Purchase and Sale Agreement must be attached to your application.

13. Leasing Procedures:

- a. Owners shall not lease their condominium unit for less than four (4) months. Lessee is not permitted to sub-lease.
- b. A unit owner processing a request for approval to lease, shall certify that the lessee has been provided a copy of the Rules and Regulations, that the lessee has read same, and has agreed to comply.
- c. The lessees must be approved by the interviewing committee and the Board of Directors before they may occupy the unit. There shall be a processing charge of \$50.00 payable to the Condominium Association. (See Application Form.)
- d. A Copy of the lease must be attached to the application.

14. All vehicles, except emergency vehicles, should be parked with front wheels against the car stop.

OAK TERRACE RULES AND REGULATIONS (CONT.)

I understand that the above represents only some of the rules which are found in the Oak Terrace Rules and Regulations booklet, and that I am responsible for reading and comprehending this booklet in its entirety. I agree to assume full responsibility for myself and my guests in upholding these rules, and acknowledge that failure to do so may result in termination of my lease, forced eviction, and/or fines/legal fees.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Apartment No.

\_\_\_\_\_  
Signature

Accepted by: \_\_\_\_\_

In the event of a purchase I/we have received a copy of all of the Condominium Documents of the Association.

\_\_\_\_\_  
Signature



APPLICATION FOR CLUBHOUSE RESERVATION

OAK TERRACE P.O.A.

REC AREA # \_\_\_\_\_

APPLICANT \_\_\_\_\_

ADDRESS \_\_\_\_\_

OWNER OR RENTER (CIRCLE ONE)

DATE REQUESTED \_\_\_\_\_

HOURS RESERVED \_\_\_\_\_

NUMBER OF GUESTS \_\_\_\_\_ (LIMITED TO 35)

TYPE OF FUNCTION \_\_\_\_\_

I, THE UNDERSIGNED OWNER OR LESSEE, HEREBY AGREE TO ASSUME RESPONSIBILITY FOR MYSELF AND MY GUESTS IN CONNECTION WITH THE ABOVE RESERVATION AND THAT I WILL BE PERSONALLY PRESENT DURING THE ENTIRE TERM OF THE RESERVATION TO ASSURE THAT THE RULES AND REGULATIONS OF OAK TERRACE PROPERTY OWNERS ASSOCIATION WILL BE STRICTLY ADHERED TO AND ENFORCED. I AGREE TO CLEAN THE CLUBHOUSE AND LEAVE IT IN THE CONDITION IN WHICH IT IS MAINTAINED OR FORFEIT MY DEPOSIT. I ALSO UNDERSTAND THAT I WILL BE PERSONALLY LIABLE FOR ANY DAMAGES CAUSED BY ME OR MY GUESTS.

ALL EVENTS REQUIRE THE UNLOCKING OF ALL EXITS, BY THE APPLICANT, AND LOCKING ALL EXITS AFTER THE EVENT. IF ANY OF THE RULES AND REGULATIONS ARE NOT ADHERED TO THE DEPOSIT WILL NOT BE RETURNED.

APPLICANTS SIGNATURE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

NOTE: REFUND OF THE DEPOSIT WILL BE MADE WITHIN TEN (10) DAYS OF INSPECTION IF YOU HAVE COMPLIED WITH THE CONDITIONS OF THIS AGREEMENT. IF THE CONDITIONS OF THIS AGREEMENT ARE NOT MET, YOUR RIGHT TO THE FUTURE USE OF THE CLUBHOUSE MAY BE REVOKED.

REMINDER: THE POOL AREA AND BARBECUE ARE NOT INCLUDED IN THE CLUBHOUSE RESERVATION.

OAK TERRACE PROPERTY OWNERS ASSOCIATION, INC.

TO RESERVE A CLUBHOUSE AT OAK TERRACE FOR EXCLUSIVE USE, YOU MUST CONTACT THE MANAGEMENT COMPANY OR A MEMBER OF THE BOARD OF DIRECTORS IN YOUR COURT AT LEAST TWENTY-ONE (21) DAYS IN ADVANCE OF DESIRED DATE BUT NOT MORE THAN SIXTY (60) DAYS. AFTER CONFIRMING THE AVAILABILITY, CONTACT THE MANAGEMENT COMPANY TO OBTAIN AN APPLICATION (SEE NEXT PAGE).

UPON RECEIPT OF THE APPLICATION, COMPLETE AND RETURN TO THE MANAGEMENT COMPANY, ALONG WITH A DEPOSIT FEE LISTED BELOW (PLEASE NOTE THAT YOU MUST SEND TWO (2) SEPARATE CHECKS):

RENTERS:     \$250.00 DEPOSIT - TWO (2) CHECKS REQUIRED  
              \$ 50.00 (NON-REFUNDABLE)  
              \$200.00 (REFUNDABLE)

OWNERS:       \$150.00 DEPOSIT - TWO (2) CHECKS REQUIRED  
              \$ 50.00 (NON-REFUNDABLE)  
              \$100.00 (REFUNDABLE)

PLEASE MAKE YOUR CHECKS PAYABLE TO OAK TERRACE REC I OR II.

WHEN RESERVING THE CLUBHOUSE, YOU ARE ENTITLED TO THE USE OF THE KITCHEN AND THE CLUBHOUSE, BUT NOT THE POOL.

CLUBHOUSE RESERVATIONS MAY NOT BE MADE FOR A HOLIDAY WEEKEND.

RELIGIOUS OR COMMERCIAL FUNCTIONS ARE NOT ALLOWED.