

# Rules and Regulations of Karanda Village IV Condominium Association, Inc.

In addition to the provisions of the Declaration of Condominium of Karanda IV a Condominium, (the “Declaration””, and the Articles of Incorporation and By-Laws of Karanda Village Condominium Association, Inc., the following Rules and Regulations, together with any Rules and Regulations as may be adopted hereafter by the Board of Directors, shall govern the use of Units and common elements and the conduct of all residents thereof whether the same as Unit Owners, approved Lessees, or the guests of Unit Owners or Lessees. Karanda Village Condominium Association, Inc. (Karanda IV) is comprised of Condominiums “A”, “B” and “C”.

**The purpose of the Rules and Regulations is to insure the safety and quality of life in our Village. To that end, Unit Owners must make their guests, visitors and service personnel aware of our Rules and Regulations and insure that the are obeyed and enforced.**

## **GENERAL RULES**

- (1) In order to enhance the beauty of the buildings, and for **safety purposes**, the sidewalks, entrances, passages, vestibules, stairways, corridors, halls and all of the common elements, shall not be obstructed or encumbered or used for any purposes other than ingress and egress to and from the premises, nor shall any carts, carriages, shoes, chairs, tables, plants, or any hanging objects be stored therein and/or thereon.

This requirement is mandated by the ***local fire code***. Bicycles shall be stored only in the Units and have Unit Owner identification attached thereon.

- (2) Unit Owners shall store personal property within their respective Units.

Outside water hoses shall be only hung on hose racks, and not left on the ground. Permission to mount a hose rack must be obtained from the Board of Directors.

- (3) Garbage cans, supplies, milk bottles, or other articles shall not be place on balconies, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles be shaken or hung from any part of the Common Elements.

In order to provide a healthy environment and/or to eliminate odors and any vermin, all garbage shall be placed in a tied plastic bag and deposited with all refuse ONLY in the area (dumpsters) so designated. Corrugated cartons shall be flattened or cut up before being deposited in dumpsters.

**All recyclable materials shall be placed in appropriate containers. All shall be removed from plastic bags.**

The Common Elements shall be free and clear of rubbish, debris, and other unsightly material(s).

A Unit owner having contractor(s) working on his Unit shall be responsible for having the contractor remove any and all debris, old carpeting, cartons, etc. Such debris may not be deposited in the Condominium dumpsters.

- (4) No Clothes shall be hung in or from a Unit that may be visible from the outside.
- (5) In order to maintain the cleanliness of the Condominium Property, no Unit Owner shall allow anything whatsoever to fall from a window, balcony, or door of a Unit, nor shall any debris or other substances be sweep onto or thrown upon the grounds.
- (6) No Fences shall be erected upon the Condominium Property without the written permission of the Board of Directors.
- (7) No one other than a person(s) authorized by the Board of Directors shall be permitted at any time on the roof of any Condominium Building.
- (8) No additions, changes and/or alterations to the outside of any Unit shall be permitted without the written authorization of the Board of Directors and the TCMA Architectural Review Committee.
- (9) In order to assure that all Unit Owners shall have the quiet enjoyment of their property, no Unit Owner shall make or permit and disturbing noise(s) in / of / on the Condominium Property by himself, his family, servants, employees, agents, visitors, and / or lessees, nor shall such Unit Owner do or permit anything by such persons that may interfere with the reasonable rights, comforts or conveniences of other Unit Owners...including the blowing of car horns.

No owner shall unreasonably play or suffer to be played in and/or upon the premises any musical instrument, or operate or suffer to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to unreasonably disturb and/or annoy other Unit Owners.

No Unit Owner shall conduct, in and/or upon the Unit, any vocal or instrumental instruction at any time.

No business shall be conducted in any Unit that would involve any visitation by clients or customers. Home based internet businesses are allowed.

- (10) The use or the installation of any electronic device in a Unit which interferes with the television or radio reception of another Units is prohibited.

No antenna or aerial shall be erected or installed on the roof or exterior walls of the Condominium Building.

- (11) In order to protect the Condominium Property, each Unit Owner who plans to be absent from the Unit during “hurricane season” shall prepare his Unit prior to his departure by.
- (a) Removing all furniture, plants, and other objects from his porch, terrace, and/or balcony, where applicable, and
  - (b) Designate a responsible firm or individual to care for his Unit should it suffer possible hurricane damage, and furnishing the Board of Directors with the name of such form or individuals.

Such firm or individual shall contact the Board of Directors for clearance to install or remove hurricane shutters, and such party shall be subject to the approval of he Board of Directors.

- (12) In case of any emergency originating in, or threatening any unit, the Board of Directors or any other person authorize by it shall have the immediate right to enter such Unit for the purpose of remedying or abating the cause of such emergency, notwithstanding the fact that the Unit Owner may or may not be present at the time of such emergency.

Each Unit Owner shall furnish the Board of Directors with the name of a neighbor or person holding the key(s) to his Unit in the event an emergency requires the Unit to be entered.

If the key is not available and entry is made, the cost of all repairs shall be borne by the Unit Owner. It is suggested that entry be made by more than one person, if possible.

- (13) In order that the buildings may maintain an attractive and uniform appearance, no Unit Owner shall cause anything to be affixed, attached, hung, displayed or placed on the exterior walls, doors, catwalks, balconies windows or roof, nor shall a Unit Owner place anything other than porch furniture or plants on any porch of balcony, except with prior written consent of the Board of Directors, and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors and TCMA Architectural Review Committee.
- (14) Unless expressly permitted in writing by the Board of Directors, the installation of any floor covering, other than padded carpeting is prohibited above the first floor.

In any event, Unit Owners shall have the duty of causing there to be placed between any such cover and the floor a generally accepted and approved material for the diminution of noise and sound, so that the floor shall be adequately soundproofed according to general architectural and engineering standards observed in the community.

- (15) Unit Owners are not permitted to remove trees, plants, or bushes. Unit Owners wishing to add trees, plants or bushes must receive permission from the Board of Directors.

- (16) Walking through hedges or flower beds is prohibited.
- (17) All hurricane shutters and glass enclosures shall conform to TCMA Specifications and shall also be approved by the Karanda IV Board of Directors and the TCMA Architectural Committee.
- (18) Taping of windows is not recommended for hurricane protection. However, if used, it must be removed with three (3) days or at the cessation of hurricane warnings.
- (19) If a Unit Owner is absent from the property for two (2) days or longer, water must be turned off.

**BARBECUES**  
**CITY FIRE PREVENTION CODE SECTION 5212.1 (d)**

- (1) Use of barbecue grills, i.e., electric, charcoal, paper, or propane gas types are prohibited on catwalks, balconies, terraces, and porches.

Storage of propane gas tanks is prohibited within a dwelling Unit, under stairwells and on second floor landings.

Storage of propane gas tanks is prohibited on balconies, terraces and porches, which are glass enclosed or have roll up shutters.

Storage of grills is prohibited in the front of buildings.

- (2) Storage of propane gas tanks is permitted on patios screened at floor level.
- (3) The use of barbecue grills is permitted, providing that the grills are at least ten (10) feet from the building line, and are not near parked vehicles.

**MAINTENANCE**

- (1) In order that labor costs are kept to a minimum, employees of the Association shall not be sent out of the Condominium Property by any Unit Owner at any time for any purpose.

No Unit Owner or resident may direct, supervise, or in any manner attempt to assert control of the employees or agents of the Association.

Any requests for repairs and or maintenance must be made through the Agent and/or Management Company. All direction for said employee will come directly from the President of the Board or another Board Member designated by the President.

- (2) No Unit Owner or resident shall interrupt any employee of Karanda IV during his daily work schedule for personal reasons.

No employee shall be asked to do private work on Company time.

## **PARKING REGULATIONS**

- (1) All residents of Karanda Village IV shall be issued a parking decal. Only automobiles, vans constructed as private passenger vehicles with permanent rear seats and full side and rear windows, and other vehicles manufactured and used as private passenger vehicles, shall be parked within the parking areas of Karanda IV. No vehicle, other than a Unit Owner or his guest(s), shall be parked within the parking areas overnight without prior written consent of the Board of Directors.

If commercial lettering or sign(s) re painted on or affixed to the vehicle, or if commercial equipment is placed on the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, boat, boat trailer, etc. other than a private passenger vesicle as specified above, that vehicle is prohibited from parking in and upon the grounds of Karanda IV.

The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from the Association Property, or while used in connection with providing services to a Unit Owner.

All vehicles parked withing the parking areas of Karanda IV must be in good and safe condition.

No vehicles which is unlicensed, unregistered or which cannot be operated on its own power shall remain within the parking areas for more than 24 hours.

No major repair of any vehicle shall be permitted within the parking areas of Karanda IV. No oil changing or radiator flushing will be permitted.

Motorcycles, mopeds, or motorized bicycles are not permitted to park on grass areas other than designated parking spaces.

No commercial vehicles are allowed to park overnight in Karanda IV or any other vehicles that have tools, racks, etc. that would indicate it is being used for commercial use.

- (2) Karanda IV is authorized to remove and/or tow away, at the vehicle owner's expense, any non-complying vehicle (as defined by this Regulation) parked in Karanda IV.

Furthermore, any vehicle parked for more than 72 hours without visitor pass are subject to being towed.

- (3) Damage to the black top caused by the vehicles of Unit Owners and/or their guests will be paid for by the Unit Owner involved and responsible.

All vehicles of Unit Owners and of their guests must be parked in a head-in position and within one foot of curb stop.

- (4) Overnight parking of commercial vehicles is prohibited.
- (5) Unit Owners and guests must be prepared to move vehicles at short notice to allow for necessary maintenance to the parking lot or condominium property.

Arrangements must be made to insure that this can be accomplished. Failure to do so will result in towing at vehicle owner's expense.

- (6) Reserved parking spaces will be strictly enforced.
- (7) Residents of Karanda IV possessing a valid driver's license shall be limited to one assigned parking spot.

Any additional vehicles must be parked anywhere on Karanda IV property in a designated "Guest Spot".

Such vehicles must display an unexpired license registered to the resident Unit Owner and must be in good operation condition and be in good physical appearance.

- (8) Owner will be issued 2 hanging tags per unit for visitor parking used for up to 24 to 72 hours.

If staying longer a visitor pass will be required by requesting from Spectrum Association Services, Inc. at (561) 734-0035.

Owners with renters will be responsible for getting tags back.

### **All of these rulings are governed by the TCMA**

Sports Utility Vehicles (SUV's)/Trucks as per TCMA Standards\* that come from the manufacturer equipped as an automobile will be permitted to park on TCMA property.

An SUV/Truck cannot be use for commercial use. The cover is to be closed at all times while on TCMA property.

The above vehicles qualify because the are equipped as an automobile – with four doors, seats in front and back, and a short bed equipped with the manufacturer's hard cover, which must be closed at all times when parked in the Township/Karanda IV.

Leisure Vans are allowed provided they have both side and rear glass windows.

- Each unit owner shall be provided one space for off-street parking. The parking and/or storage on property subject to this Declaration of trucks, campers, trailers, mobile homes, buses, storage vehicles or industrial vehicles, except in approved areas, if any, is prohibited without the prior written consent of the Association.
- For purposes of clarification the word “trucks” as used shall mean:
  - 1) any vehicle with an open bed area (regardless of whether the open bed is covered with a cap or cover and regardless of whether the vehicle has an “extended cab” or not);
  - 2) any vehicle which does not have full size windows on the front, back and all sides of the vehicle,
  - 3) any vehicle having more than four tires in contact with the ground;
  - 4) any vehicle which has sleeping facilities, lavatory facilities or cooking facilities;
  - 5) any vehicle with facilities (other than a standard trailer hitch or luggage rack) for carrying external loads, for instance ladder racks, external toolboxes, or glass racks.  
Any vehicles falling within any of the above definitions may not park overnight in the sub-association without their permission.
- Effective April 1, 1999 no new truck will be legally permitted to park overnight in the community and will receive a violation letter via their sub-association unless specifically approved by the TCMA or sub-association.  
The sub-association will have the authority to take whatever action is necessary to cause the truck to be removed from the Township.  
If the truck is not gone within the specified amount of time (for example, not less than 14 days and not more than 30 days), the TCMA will take legal action and charge all costs to the sub-association.
- If the sub-association is not successful having the vehicle removed, the TCMA will send one letter and then refer the matter for prompt legal action if the situation is not resolved.  
The TCMA will send a letter to the owner of the home where the truck is parked (to the occupant of the home if different from the owner), and to the registered owner of the truck (as determined by DMV records).
- If the TCMA letter does not obtain a favorable response, the only practical remedy left to the TCMA is go file suit. This rule will be enforced completely and uniformly.

\*Photo Example of acceptable type of Truck is at the end of this document.

## **CAR WASH REGULATIONS**

- (1) Car washing is permitted only for vehicles belonging to residents of Karanda IV.
- (2) Car washing is subject to water use restrictions.

## **MAINTENANCE FEES – LATE PAYMENT PROCEDURE**

- (1) Maintenance Fees are due and payable on the first of every month.
- (2) The Agent and/or Management Company will send a reminder Notice of Default to each Unit Owner on the 15<sup>th</sup> of the month in which the Maintenance Fee payment was due and payment was not made. At this time, and 18% accrued interest penalty (or the percentage allowed by law) will be added to the Maintenance Fee.
- (3) On the 30<sup>th</sup> of the month in which payment is due, a Notice of lien, including unpaid maintenance balances, as well as legal fees, costs and interest will be delivered to the Unit Owner. It will notify the Unit Owner that a Claim of Lien will be filed by the Association/s Attorney if payment has not been received within 10 days of the Final Notice of Claim of Lien. If payments are not made within the next thirty (30) days, the Association may commence foreclosure proceedings or any other necessary proceeding or legal action.

## **OCCUPANCY**

Immediate family members, parents, siblings, children have to submit information sheet & authorization for background check & must meet Karanda IV leasing standards.

## **PROCEDURES – SALE OR LEASE OF UNIT**

The following procedures are in accordance with the Declaration of Condominium for Karanda IV, and, when selling or leasing a Unit, the Unit Owner shall contact the Agent and/or Management Company and obtain the proper form(s), and the proper procedures listed below must be followed by the Unit Owner.

- (1) The prospective buyer or lessee must return fully completed form(s) with a \$100.00 nonrefundable bank draft or check made payable to Karanda IV. A copy of the Sales/Lease Contract shall accompany the form(s) and application.
- (2) The form(s) are then processed, and credit and character checks shall be ordered and reviewed. Prior criminal activities, application fraud, poor payment history and/or a record of failure to obey Rules and/or Regulations may be cause for denial of consent/permission to purchase/lease.
- (3) After a report from the credit bureau is received, the Agent and/or Management Company will forward all appropriate forms to the Board of Directors.
- (4) After reviewing the above report(s) information, an approval is made, the Board of Directors shall arrange for a personal interview and screening at which prospective buyers/lesers shall be made aware of and must agree to abide by the Rules and Regulations of Karanda IV.

- (5) Unit Owners must notify the Board of Directors before permitting anyone to take up residence in their premises.  
Said person(s) must be screened before taking up residence, and is contingent to the Board's approval.
- (6) Two bedroom units are limited to four (4) occupants.  
Three bedroom units are limited to six (6) occupants.
- (7) Owners delinquent in maintenance fees will not be permitted to sell or lease without approval by the Board of Directors.

**The following Standards for leasing were approved by the Board on October 6, 2010.  
These will be applied when reviewing lease applications.**

## **STANDARDS FOR LEASING**

### **Sex Offenses**

Any history of sexual offenses against adults or children ----- DENIED

### **Violent Felonies**

Murder/ attempted murder/ aggravated battery/ aggravated assault----- DENIED

### **Felony Burglary / Robbery / Larceny**

If crime was committed withing the past 15 years ----- DENIED

Over 15 years ago ----- MAY BE APPROVED

### **Drugs**

Possession or Sale of Narcotics withing the past 5 years ----- DENIED

## **POSTED SIGNS**

- (1) In order to maintain an attractive appearance, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on, or upon any part of the Condominium Property, including but not limited to interior windows & sliding doors.
- (2) All Unit Owners and their guests, or visitors must obey STOP SIGNS and SPEED LAW SIGNS posted throughout Karanda IV Condominium Property.

## **SOLICITATION**

- (1) There shall be no solicitation of behalf of any person or organization not associated with Karanda IV unless specifically authorized by the Board of Directors.
- (2) No Literature or advertisement may be left or distributed anywhere with the village unless authorized by the Board of Directors.

## **POOL**

- (1) Pool facilities are for the exclusive use of Unit Owners, Lessees and guests.  
Residents are responsible for the actions of their guests.  
Entrance to the pool must be gained through the gate with the use of an issued pool key.
- (2) All persons may be asked to show identification in order to use the pool.  
Pets or animals are not permitted on pool premises.
- (3) Swimming in the pool is permitted during the hours of 7 AM to DUSK.
- (4) Children under the age of 12 shall not use the pool unless accompanied by a parent or adult.
- (5) Children under the age of 3 are only permitted in the pool provided they are wearing SWIMMING DIAPERS and accompanied by a parent or adult.
- (6) All bathers, including that use body oil or creams, must shower each time before entering the pool.  
They must use a towel to protect lounges.  
The use of soap or shampoo is prohibited.
- (7) Running, jumping or diving into the pool, ball playing or horse play is not permitted.
- (8) Only food or non-alcoholic beverages in plastic containers is allowed in the pool area.  
Absolutely no glass containers are permitted.
- (9) In addition to these rules, Unit Owners, Lessees and guests must observe posted rules in the pool.
- (10) If pool lounges or chairs are moved, such lounges or chairs shall be returned to original place after use thereof.
- (11) Last persons using umbrellas should turn them down.

- (12) Bathers are not permitted to lounge on pool steps, and entrance to pool steps should be kept clear.
- (13) Parties by Unit Owners/Lessees are only permitted at the pool with permission of a Board Member. Maximum number of people will not exceed 20 and a refundable deposit of \$100.00 is required for clean up should this be necessary.  
No loitering is allowed.....this ruling excludes any planned Association function.
- (14) The phone at the pool is for condo business or emergency use only.
- (15) The Board of Directors' designee is authorized to eject any person from the pool or deck area because of objectionable behavior, improper dress or for the violation of any of the above rules.

## **PETS**

- (1) Pets of any description, including, but not limited to, dogs, cats, birds and reptiles kept within condominium property are prohibited.
  - (A) However and notwithstanding the above Provision numbered “1”, only a Unit Owner/Lessee may keep and maintain only ONE (1) domestic pet, such as a Dog or Cat weighing twenty-five (25) pounds or less (and it being the intent and understanding hereof that there shall not be any Reptiles and/or Exotic Birds and/or other Animals allowed).
    - (a) Dogs of an aggressive and/or vicious nature, shall not be allowed.
    - (b) Pets, in accordance with the above restrictions, may be kept or harbored in a Unit only so long as such pet does not cause or is the source of an annoyance, nuisance or disturbance to any other Unit Owner or occupant.
    - (c) A determination, by the Condominium Board of Directors that any pet kept or harbored in a Unit is an annoyance, nuisance or disturbance shall be conclusive and binding on all parties.
    - (d) No pet shall be permitted outside a Unit unless such pet is kept on a leash of no longer than six (6) feet.
    - (e) No pet shall be “tied up/out” on or to the exterior of the Unit or in or on the Common Elements, or left unattended on a balcony, courtyard, porch, or patio.
    - (f) Any person walking the pet or the Unit Owner/Lessee shall clean up all matter and debris created by such pet.

- (B) The permission given and the ability to have and keep a pet is a privilege, not a right, and the Board Directors and/or the Association is empowered to order and enforce the removal of any animal or pet which becomes a source of annoyance, nuisance and/or disturbance to other residents of the Condominium or in any way causes any damage to the person and/or property.
  - C) Written Notice of Removal of any unauthorized or unlawful pet shall be given to the Unit Owner/Lessee by Personal Service and/or by Certified Mail Return/Receipt Requested by a Member of the Board of Directors and/or the Association and/or by an authorized agent thereof, and when such Notice of Removal of any pet is so given to such Unit Owner/Lessee, such pet shall be removed within ten (10) days of the receipt of such Notice.
  - (D) The pet restrictions provided for herein shall apply to pets visiting a Deeded Unit Owner/Lessee (maximum time to visit is limited to seven days or less) and to pets permanently housed in such Unit.
  - (E) Neither the Board of Directors nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of any of the foregoing by any Unit Owner/Lessee and/or any occupant of such Unit, and such Unit Owner/Lessee and/or occupant committing such a violation shall be responsible to fully indemnify and hold harmless the Board of Directors and the Association.
  - (F) Any landscaping damage or other damage to the Common Elements caused by a Unit Owner/Lessee's pet shall be promptly repaired by the Unit Owner/Lessee, and the Board of Directors and/or the Association shall retain the right to affect such repairs and charge the Unit Owner/Lessee therefore.
  - (G) New Unit Owners/Lesseees must sign a Pet Agreement at the time of purchase or rental of a Unit and approval from the Board of Directors, and a \$250.00 Security Deposit for dogs shall be paid at this time, which may be applied towards any possible fines that the new Unit Owner might incur.  
The said sum shall remain constant with the Board of Directors and shall be replenished if required and if necessary in the event of fines and/or damage assessed.
  - (H) Unit Owners/Lesseees shall also supply the Board of Directors with appropriate documentation of current rabies shots/veterinarian records of said pet as set forth by the Broward County Standards in addition to a current photograph of said pet.
- (2) The Board of Directors or the Association will take any and all necessary legal action to force removal or expulsion of pets in violation of the foregoing restrictions.  
Owners/Lesseees in violation of the pet rule will be held liable for any fines, assessments, legal fees and/or court costs incurred by the Board of Directors and/or the Association.

- (3) No Unit Owner/Lessees may encourage the presence of stray dogs, cats, ducks, etc. by feeding them or otherwise encouraging them to stay on Condominium property.
- (4) Current Unit Owners/Lessees who meet and comply with the above restrictions and requirements prior to September 1st, 2010 shall to be” grandfathered” in with their current pets.

## **ENFORCEMENT**

- (1) The Board of Directors shall enforce these Rules and Regulations by notice to violators. After two (2) written notices, the Board of Directors may fine violators \$50.00 per occurrence and/or \$50.00 per day (with a maximum fine of \$ 1000.00 or the statutory limit) for a continuing violation. Should the fines not be paid within thirty (30) days, the Board of Directors may institute legal action. Fines, if challenged, will be adjudicated by a standing committee of three (3) unit owners.
- (2) The failure of the Board of Directors, or its agents, to enforce these adopted Rules and Regulations shall not constitute a waiver of the right to do so thereafter.