

## RULES AND REGULATIONS

OF

### SHAKER VILLAGE CONDOMINIUM ASSOCIATION, INC.

THE RULES AND REGULATIONS HEREINAFTER ENUMERATED AS TO THE CONDOMINIUM PROPERTY, THE COMMON ELEMENTS, THE CONDOMINIUM UNITS AND THE CONDOMINIUM IN GENERAL SHALL BE DEEMED IN EFFECT UNTIL AMENDED BY THE BOARD OF DIRECTORS OF THE CONDOMINIUM ASSOCIATION AND SHALL APPLY TO AND BE BINDING UPON ALL UNIT OWNERS. THE UNIT OWNERS SHALL AT ALL TIMES, OBEY SAID RULES AND REGULATIONS AND SHALL USE THEIR BEST EFFORTS TO SEE THAT THEY ARE FAITHFULLY OBSERVED BY THEIR FAMILIES, GUEST, INVITEES, SERVANTS, LESSEES, PERSONS FOR WHOM THEY ARE RESPONSIBLE AND PERSONS OVER WHOM THEY EXERCISE CONTROL AND SUPERVISION. VIOLATION OF THESE RULES AND REGULATIONS MAY SUBJECT THE VIOLATOR TO ANY AND ALL REMEDIES AVAILABLE TO THE CONDOMINIUM ASSOCIATION AND OTHER UNIT OWNERS PURSUANT TO THE TERMS OF THE DECLARATION OF CONDOMINIUM, THE ARTICLES OF INCORPORATION OF THE CONDOMINIUM ASSOCIATION, THE BY-LAWS OF THE CONDOMINIUM ASSOCIATION AND FLORIDA LAW. VIOLATIONS MAY BE REMEDIED BY THE CONDOMINIUM ASSOCIATION AND FLORIDA LAW. VIOLATIONS MAY BE REMEDIED BY THE CONDOMINIUM ASSOCIATION BY INJUNCTION OR OTHER LEGAL MEANS AND THE ASSOCIATION SHALL BE ENTITLED TO RECOVER IN SAID ACTIONS ANY AND ALL COURT COSTS INCURRED BY IT, TOGETHER WITH REASONABLE ATTORNEYS' FEES, IN ADDITION TO ANY REMEDIES OR RIGHTS WHICH THE ASSOCIATION OR ANY UNIT OWNER MAY HAVE TO RECOVER DAMAGES, COSTS AND ATTORNEYS' FEES AGAINST ANY PERSON VIOLATING THE RULES AND REGULATIONS OR THE DECLARATION OF CONDOMINIUM AND ANY OF THE EXHIBITS THERETO. THE BOARD OF DIRECTORS MAY, FROM TIME TO TIME, ADOPT OR AMEND PREVIOUSLY ADOPTED RULES AND REGULATIONS GOVERNING THE DETAILS OF THE OPERATION, USE, MAINTENANCE, MANAGEMENT AND CONTROL OF THE COMMON ELEMENTS OF THE CONDOMINIUM AND ANY FACILITIES OR SERVICES MADE AVAILABLE TO THE UNIT OWERS. ANY WAIVERS, CONSENTS OR APPROVALS GIVEN UNDER THESE RULES AND REGULATIONS AND/OR ANY AMENDMENTS OR ADDITIONS TO THESE RULES AND REGULATIONS BY THE BOARD OF DIRECTORS SHALL BE REVOKABLE AT ANY TIME AND SHALL NOT BE CONSIDERED AS A WAIVER, CONSENT OR APPROVAL FOR ANY OTHER PURPOSE OTHER THAN THAT WHICH IS IDENTIFIED AT THE TIME OF THE GIVING OF SUCH WAIVER, CONSENT OR APPROVAL.

1. ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS: No unit owner shall make, cause to be made or allow to be made any change, alteration, and/or structural modification to his condominium living unit or to the common elements without the prior written consent of the Board of Directors (and, where applicable, any mortgagee and/or the lessor of the recreational and community facilities). Any changes made without Board approval will be removed at the owner's expense.

The Board shall respond, in writing, to alteration approval requests within 90 days of submission; however, if the Board fails to timely respond, the request will be deemed denied, and the unit owner may resubmit the same plans for further consideration.

If a unit owner makes any approved additions or alterations to his unit or property which in any way require future maintenance at the expense of Shaker Village, all future costs and expenses will be the sole financial responsibility of the unit owner. The Association may require that such additions or alterations be recorded in the Public Records of Broward County, Florida. The cost of recording to be paid by the unit owner.

Address numbers on units must be a minimum of 4 inches in height. Numerals only.

The Board enforces the rule of residents maintaining their units by replacing or repairing the screens on their rear Florida room enclosure within 30 days of receipt of a letter from the Association. Those residents not complying with this requirement will be fined and legal action may be taken.

Residents may install an air conditioner unit in their Florida room only. The air conditioner unit must be installed as close to the ground as possible, must be landscape by shrubs, so that it cannot be seen from the outside and may not be installed in any window of the Florida Room. The installation of the air conditioner unit must be approved by the Board. Any unit installed without Board approval will be deemed illegal. All air conditioner units that were installed prior to this date, will be grandfathered in, providing they are obscured by shrubbery. No air conditioner unit will be permitted in any other part of the unit.

All existing tiled walkways be grandfathered in as of April 26, 1988.

#### HURRICANE SHUTTERS

The installation of permanently-affixed hurricane Shutters must meet South Florida Building Code Specifications, Accordion type only - color light brown. Installer must submit a building permit before installation. Unit owner must have written Board approval and must file an agreement (provided by Shaker Village) with Broward County, to be recorded, taking full responsibility for structural damage and holding Shaker Village harmless of any repairs and/or alterations necessary due to installation. Filing fee to be paid by Unit Owner.

- A. Permanently affixed shutters must be painted same color brown as our units. Temporarily installed aluminum or steel shutters, installed at the time that a storm is threatening, may be used without being painted.
- B. Except for the two front upper windows, shutters must come down by the weekend following the end of the emergency.
- C. Residents going on vacation during hurricane season may, after notifying the office when and for what length of time they will be vacationing, and after having received Association approval, leave the shutters on. Such shutters must be removed by the following weekend after their return.
- D. All tape on windows must be removed as soon as emergency ends so that it does not adhere to the windows.
- E. As to temporarily installed hurricane protection, any resident using plywood during hurricane season shall be responsible for properly repairing, filling, and sealing any holes drilled into wall. Plywood must be removed within two days after the storm.

2. ANTENNA AND WIRING: No radio, television, or air conditioning installation or other wiring is permitted to be installed, erected, or maintained on within the Shaker Village property, except as otherwise provided or to the extent required by law. With regard to satellite dishes, dishes that currently are classified as large dishes (36" inches or larger) are prohibited.

3. APARTMENT USE: Apartments shall not be used for commercial or professional purposes and shall only be used as single family residences.

4. BALCONIES AND TERRACES: No bathing suits, towels, or clothing shall be hung from the balconies, or terraces. No mops shall be shaken from the balconies or windows. No loose articles shall be left on balconies during the hurricane season.

5. BARBECUES AND OUTDOOR COOKING: No barbecues and/or outdoor cooking shall be permitted on balconies or terraces nor on any other portion of the condominium property except in those areas that may from time to time be designated for such purposes by the Board of Directors. So long as the privilege is not abused and is not offensive to other unit owners, a unit owner may use a barbecue on the lawn area immediately contiguous to his townhouse unit. However, after each and every use the barbecue facilities shall be removed from the lawn area.

6. BUILDING EMPLOYEES, CONTRACTORS AND DEVELOPER'S EMPLOYEES: No unit owner or member of his family or guest shall give orders or instructions to building employees, contractors or the developer's employees, but rather shall express his desires to the person designated for this purpose by the Board of Directors.

7. CHILDREN: Each unit owner shall be solely responsible for the actions and any damage caused by his children or his visiting children. Children are not permitted to play in public areas unless same are designated for recreational purposes. Unit owners shall be responsible for and shall require their children and visiting children to comply with all rules and regulations concerning the recreational and community facilities. Children under 9 years of age shall not be allowed in the children's playground areas or other portions of the recreational and community facilities unless accompanied by an adult at all times. Children under 12 years of age shall not be allowed in the pool area unless accompanied by an adult at all times.

8. OCCUPANCY AND APPROVALS - LEASING & SALES

Unit owner whose unit is being rented may sit in on screening of their unit. However, they may not participate in any way during the proceeding. If they insist on re disregarding this rule, the committee has the authority to ask him or her to leave. If they refuse, then the committee may cancel the screening for another date without the unit owner being present. Real estate agents who are not unit owners or anyone not connected with the screening may not attend.

All lessees in Shaker Village must be accompanied by the Association's approved Addendum to lease. This addendum to lease must be signed by the unit owners and lessees as designated and the signatures notarized. Leases will not be processed without the signed addendum.

No owners of Shaker Village townhouses or villas may lease their units during the first twenty-four (24) months following their acquisition of record title to their units to be leased.

No unit owner may not rent a unit more than one time in any twelve-month period.

Shaker Village acknowledge those cases where a renter is renting an apartment and the owner sells said apartment. The renter shall be allowed to stay for the current term of his/her/its lease. However, the twenty-four (24) month period where that apartment may not be rented, as referenced above, will commence when the rental period of that lease with that tenant has expired.

An owner shall not be permitted to sell nor lease his/her unit, and approval for such sale or lease shall not be given by the Board, until any and all monetary obligations due from the unit owner and/or associated with the unit have been paid.

All leases shall not be for not less than six months nor more than one year.

No new purchaser who has been approved may occupy of unit until either a copy of the unrecorded deed or a pre-closing occupancy agreement is received by the Association. The occupancy agreement may not exceed 30 days. If the occupant exceeds the prescribed time-limit, then that person or persons shall be deemed a tenant and if for any reason they do not close, then the unit owner may not rent that unit for the remainder of the 12-month period. Only one occupancy agreement will be permitted for each unit owner.

All unit owners who lease their units must submit a new lease for their lessees to Shaker Village at least thirty (30) days prior to the expiration of the existing lease. The lessees are required to have a screening before the Screening Committee, who will then submit their findings and opinions to the Board for approval. There will not be a screening fee for these “renewal” lessees.

No one except a current owner or previously-approved tenant shall be allowed to occupy a unit, either as a guest or otherwise, while any application for transfer of ownership or lease is pending before the Board of Directors. Anyone so occupying a unit contrary to this rule shall be deemed to have withdrawn their application for either transfer or lease. All unit owners must advise the Condominium Association of the occupancy of any unit by any guest prior to said occupancy.

In the event Shaker Village Condominium Association acquires title to any unit located within Shaker Village by virtue of a foreclosure action or bidding at a foreclosure action for either foreclosure of a mortgage or foreclosure of a unit owner’s interest for failure to pay maintenance, then and in that event Shaker Village may, at its option, either enter into a lease with any perspective tenant Shaker Village deems appropriate or may thereafter sell the unit once it has acquired title to same, pursuant to the declaration of condominium.

Roommates, new spouses, transferees via quit claim deed, etc. must appear before the Screening Committee and be approved by the Association before accepting an ownership interest in a unit or commencing occupancy of a unit. Unit owner may have a maximum of one Association-approved roommate living in residence at any given time.

A unit may not be occupied by more than two (2) people per bedroom per the original blueprints and floor plan of the unit.

9. CLEANLINESS: Each unit owner shall be responsible to keep his living unit in a good state of preservation and cleanliness. Owners shall not allow anything whatsoever to be thrown or fall from the window, doors, balconies or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the building from the balconies or windows.

10. COMPLAINTS: All complaints of unit owners shall be made in writing and delivered to the person designated for such purpose by the Board of Directors or to a member of the Board of Directors.

11. CONDUCT: No person in a living unit or in the common areas of the condominium shall engage in loud and boisterous or other disorderly, profane, indecent, immoral or unlawful conduct.
12. DAMAGED COMMON ELEMENTS: Damage to common elements, including but not limited to the condominium buildings, landscaped areas and the recreational and community facilities, caused by any unit owner or his guests or invitees shall be the sole responsibility of such unit owner.
13. DELIVERIES: The association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for an owner, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees of the association or the employees of the developer, and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered, hereby assume all risks of theft, conversion, disappearance, loss and damage of and to such items.
14. EXTERIOR APPEARANCE/MAINTENANCE: No improvement may be constructed upon any part of the exterior of any of the condominium buildings or the condominium lands without the prior written consent of the Board of Directors. The exterior of the living units, including but not limited to balconies and terraces, shall not be painted, decorated or otherwise modified in any manner without the prior written consent of the Board of Directors, and such consent may be withheld on purely aesthetic grounds, within the sole discretion of the Board of Directors.

#### EXTERNAL LAWN, STRUCTURE, AND PROPERTY REGULATIONS

All unit owners must comply with standards concerning upkeep of external parts of units and all torn screens and broken must be repaired or replaced within 30 days of receipt of notice from the Association.

Placement and use of all outside barbecue grills must be approved by the Association, and *if* so approved, they must be placed on a patio/flat concrete stepping stones that will correspond to the size of the grill.

Unit owners are responsible for any and all damages caused by any motor vehicles, mopeds, motorbikes, motorcycles, or other motor driven devices, all hereinafter referred to collectively as “motor vehicles” operated, owned, maintained or parked on condominium property by either themselves, their guests, business invitees and/or tenants. This shall include but not be limited to damage caused by oil leaks, transmission leaks or any other leaks or discharges emanating from the “motor vehicles” onto the common property.

Bird feeders are prohibited from being placed, kept, and/or maintained anywhere on Shaker Village property, including the decks of the units.

All garbage must be placed in tied plastic bags and put in the ground receptacles. Any garbage that does not fit in the receptacles may not be placed on top of them nor left anywhere on Shaker Village property except in the dumpster at the south parking area. This includes the yellow logo bags.

Any sign pertaining to security located on a window and/or in the ground of immediately outside of an adjacent to a unit be exempted by the Association, upon request, from the Shaker Village rule regarding signs. With regard to such signs: inside window signs/decals no more than five (5) inches square and no more than 4 facing out of any unit outside are permitted; and outside, freestanding signs, a single such sign no more than six (6) inches square may be placed within two (2) feet of the front door and within eighteen (18) inches of the front door walkway to a unit.

Any moving vehicle, motorcycle, moped, bicycle, etc., that operates on any flammable substances such as, but not limited to, gasoline, kerosene, alcohol, etc., cannot be parked nor stored within any portion of a unit. They must be parked in a legal parking space with the kickstand on a solid surface put on the ground.

Any unit owner/renter who has been notified that his/her vehicle is damaging the pavement through fluid leaks, and who does not fix the vehicle within seven (7) calendar days from the date of notice, will be subject to having that vehicle towed from Shaker Village property without further notice.

Any landscaping placed on Shaker Village property by the Association should, if possible, utilize xeroscaping, but flowers may be included where deemed desirable by the Board.

Any hoses placed outside of a unit by a unit owner must be neatly coiled and secured to walls using proper attachments approved by the Association.

Unit owner may replace the front doors of their units, with Board approval, if the doors are replaced in the style located at 28 Meacham or the style located at 15 Pleasant Hill Lane (which has glass).

Resin chairs, tables, and plastic potted plants (no larger than 8 inches) are allowed to be put on an upstairs balcony. No other items may be placed nor maintained on an upstairs balcony.

Torn Shades/bamboo must be replaced or removed immediately.

Front and back lawn vegetation may be permitted if located 18 inches from front window and horizontal (beside) to both sides of back door. A unit owner may plant window level plants and flowers excluding trees and/or bushes. Flowers or plants may be planted around the privacy wall excluding use of trees and/or bushes. Brick (rounded top) or rectangular brick slanted into ground may be used around privacy wall and front and back around plant section under window and to the sides of the back door 18 inches from the structure. No wood may be used for any border or placed on lawns for any reason. Specifically, cypress mulch may be used under plants.

15. FLAMMABLE MATERIALS: No flammable, combustible or explosive fluid, chemical or substance, shall be kept in any living unit, storage area or common element area, except such as required for normal household use.

16. GUEST AND NON-OWNER RESIDENT OCCUPANCY; GUEST USAGE OF COMMON ELEMENTS: Any all guests (persons not residing in the Shaker Village community) of unit owners shall be required to comply with all the rules and regulations of the condominium and rights and obligations created by the Declaration of Condominium and its exhibits. The Board of Directors reserves the right to limit the number of guests a unit owner may have, limit the number of guests that may use the recreation and community facilities and, in addition, reserves the right to expel guests that fail to comply with applicable requirements.

Basketball and volleyball courts may be used by approved unit residents and one guest (for each approved unit resident). Guest passes must be obtained.

A unit owner or tenant may permit only an immediate family member or guest to occupy his/her/its unit for no more than fifteen (15) consecutive days in any one calendar month, if the unit owner is not in residency. No other persons may occupy a unit in the absence of the unit owner or tenant. All unit owners/tenants must advise the Association of the occupancy of any unit by any guest prior to such guest's occupancy.

A guest visiting a resident for a consistent period of at least 30 days, shall receive a resident decal instead of a long-term guest pass only and be treated as a resident, (only in relation to resident parking restrictions).

Persons considered as residents are required to fill a resident application, pay the screening fee, be screened and approved or rejected by the Condominium Board of Directors as are new applicants for residency.

At all times, the adults residing in any single unit shall not exceed the number permitted by our single-family status.

17. GUNS: No guns shall be permitted to be discharged any place upon the condominium properties including the common areas and living units, except as might be permitted in the event of an emergency under the applicable laws of the State of Florida. Guns for this purpose shall include, but not be limited to, rifles, shotguns, pistols, BB guns and sling shots.

18. FOOD AND BEVERAGES: Food and beverages shall only be consumed within living units and in those portions of the recreation and community facilities designated for such purposes.

19. HURRICANE PREPARATIONS: Each unit owner who plans to be absent from his living unit during the hurricane season, must prepare his living unit prior to his departure by:

- A. Installing hurricane shutters were applicable.
- B. Removing all furniture, plants and other objects from his balcony.
- C. Designating responsible firm or individual to care for his living unit should the living unit suffer hurricane damage, and furnish the Board of Directors, or the person designated by the Board of Directors for such purpose, with the name of said firm or individual.
- D. Any unit owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other unit owners, and/or to the common elements resulting from such failure.

#### HURRICANE WARNINGS

Upon the posting of a "Hurricane Warning" maintenance employees are empowered and instructed to immediately remove all loose or possibly destructive objects from all balconies, walls, patios, grass areas, if not immediately removed by the unit owner/tenant. Said objects will be disposed of.

20. INSURANCE RATES: No unit owner shall permit or suffer anything to be done or kept in his living unit which will increase the rate of insurance on the condominium property.

21. MOTORCYCLES: Motorcycles will not be parked or placed in any area other than in designated motor vehicle parking spaces. No motorcycles will be driven upon common areas other than roadways and parking areas. All motorcycles will be equipped with appropriate noise muffling equipment, and the Board of Directors shall be authorized to bar from the condominium properties any motorcycle or other motor vehicle that causes an abuse of normal noise levels. No motorcycles shall be permitted to be parked in the parking spaces or parking areas or any other portions of the common elements overnight. Any damage done to the common elements, including but not limited to the pavement, as a result of motorcycle kickstands or other use of motorcycles shall be the sole responsibility of the owner of the motorcycle causing such damage.

22. NUISANCES: No unit owner shall make or permit any disturbing noises any place upon the condominium properties by himself, his family, servants, employees, agents, visitors or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners. No unit owner shall play upon, or suffered to be played upon any musical instrument or operate or suffer to be operated, a photography, television, radio, sound amplifier or other sound equipment, in such manner that same would disturb or annoy other occupants of the condominium. No unit owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time, except as same might be considered to be an activity sanctioned by the Board of Directors, which activity shall take place in the recreational and community facilities.

23. PARKING: Parking areas upon the condominium property shall be used only by condominium unit owners, their guests and invitees. Parking areas shall only be used to park private passenger motor vehicles. Unit owners shall only park their motor vehicles within those parking spaces that have been assigned to them. No unit owner shall park any additional vehicles in those spaces designated for guest parking. No motor vehicle which cannot operate on its own power shall remain on the condominium property for more than 24 hours, and no repair of any motor vehicle shall be made on the condominium property. No trucks, mobile homes, trailers, campers, boats or other vehicles or equipment, other than private passenger vehicles shall be parked or left standing upon the condominium property, except for purposes of loading and unloading. No motor vehicles shall be parked other than in areas designated for parking. Vehicles improperly parked will be towed away at the expense of the owner of the condominium unit doing or permitting such act, and/or the owner of the vehicle. The association may, on a first-come-first-served basis assign to a unit owner an additional parking space over and above the initial two parking spaces assigned for the use by said unit owner, in the event the unit owner shall have more than two vehicles.

Any parked vehicles on the grass or in an unauthorized location will be towed away without any warning to the owner of the vehicle at the owner's expense.

In addition to other remedies available to the Association, should unit owners and/or their tenants violate the parking rules and regulations, they may be sent certified letters advising them of their violations and giving them 72 hours from the date of the letters to comply with the rules concerning parking. The letters shall state that if they fail to comply with the rules that, on a date certain, the Board shall meet at which time the unit owner and/or tenant will be given an opportunity to show cause why a fine should not be levied. If no good cause is shown, said fine shall be levied, and the fining process shall proceed.

Where a vehicle cannot operate under its own power (cannot be legally driven on a city street), or where a vehicle would be ticketed or impounded by a law enforcement agency as not legally operable, such as with no license tag or an out of date license plate, then said vehicle may not be parked on Shaker Village property for more than twenty-four (24) hours. Any vehicle that cannot be driven under its own power will also fall under this definition and must be removed from condominium property within twenty-four (24) hours.

The Association may have printed and distributed vehicle decals for all vehicle owned and/or operated by all residents of Shaker Village and parked on said property on a regular/continuing basis. Said decals shall be numbered numerically and be "hole punched" with the residents' addresses. Said decals shall be affixed to the lower left side of the rear window of registered vehicles (exception being to those residents who can prove that they are constantly changing vehicles in which case the decal may be "taped" to the left rear window). (Vehicles that do not have a rear window will attach their decals to the left side of their bumpers.) Said decals are to be issued by the manager after complete vehicle information is filled out and returned to the Association office. A current registration for said vehicle shall be required before issuing a decal for any vehicle.



Any full-time residents of Shaker Village (as well as “snowbirds”) must have permanently affixed on any vehicle which is used on a continuing daily basis, a resident decal.

Parking spaces at the North End of the basketball court be stenciled “Residents Only”.

All parking spaces at the front Rec. Area be stenciled “Resident/Guest”.

Guest passes are required for any vehicle that will be parked in Shaker Village for three days in a seven-day period. Any vehicles parked in violation of this rule shall have a notice put on their vehicles, instructing them to acquire a guest pass from our office or the vehicle will be towed on the fourth day.

Any resident who has not affixed their vehicle decal on the designated areas of the vehicle, and parks said vehicle in a guest space with or without the decal, during restricted hours will be fined \$25.00 for the first offense and \$50.00 for each additional one. If vehicle is towed, the fine will be waived.

Resident vehicles which do not have the required decal shall be in violation of this rule and enforcement shall include a fine of \$25.00 for the first day and \$5.00 for each additional day be imposed on the resident who does not affix the decal on their vehicle within five (5) days of notification.

A resident may park in a resident-only parking space for two consecutive days without moving the vehicle. The resident will be notified and given 24 hours to move the vehicle. If the vehicle is not moved to an appropriate location within the time given, the vehicle will be towed at owners’ expense.

Any resident wishing to cover a vehicle, motorcycles included, must use one that is commercially manufactured. It must be a dark solid color. Example would be tan, blue, green, black, etc. However, the car cover must be adhered in such a manner that the resident decal is exposed at all times that the cover is on and in such a way that the resident decal is readily visible to the security guard when patrolling. Additionally, the car cover must be placed on the car in such a manner so that the security guard may have access to the license tag shortly after the beginning of each month in order to ascertain that the license tag is still current.

Residents parked in guest spaces during restricted hours shall be deemed an offense of our parking rules. A first offense receives notification, second and subsequent offenses shall be subject to a fine.

#### VEHICLE DEFINITIONS AND RELATED RULES

No commercial vehicles may be parked within the condominium property except for purposes of delivery, loading, or unloading. Any vehicle with ladders, racks on the top or side, permanently attached tool cabinets, carrying commercial implements, garbage, junk, etc. will be considered a commercial vehicle. Any vehicle which is not used solely for personal, non-business activities and/or which has outside lettering of any kind shall be considered a commercial vehicle. Truck cabs (without beds and/or trailers), trailers, semitrailer, tractor crane, power shovel, well driller, bus, taxi, limousine and other vehicles for hire, ambulance, wrecker (tow truck), hearse, dual wheels vehicles, plus all vehicles longer than 19 feet bumper to bumper are all considered commercial vehicles.

Mobile Homes include structures which are transportable in one (1) or more sections, which are eight (8) body feet or more in width and which are thirty-two (32) body feet or more in length, which are built on a permanent chassis, and which are designated to be used as a dwelling with or without a permanent function when connected to the required utilities. These vehicles are prohibited.

Recreational Vehicles include vehicular, portable structures, which are built on chasses, which are designated as temporary dwellings for travel, recreation or vacation; and which have a transportable body width not exceeding eight (8) body feet and a length not exceeding thirty-five (35) feet. These vehicles are prohibited.

The following vehicles are prohibited for aesthetic reasons:

- A. Vans with homemade additions such as a raised roof. This should be a factory installed and made as part of the van and not have the appearance of an ice cream truck.
- B. Vans with air condition units (if any) mounted anywhere other than on the roof of said vehicle.
- C. 4 X 4 pickup “Monster Vehicles” – (Vehicle with exceptionally high springs used primarily for mud driving).

Notwithstanding the foregoing, a unit owner using a vehicle with lettering for dual purpose, that is both personal and business, may be allowed to park in Shaker Village under the following criteria:

1. The vehicle otherwise complies with all of the rules and regulations.
2. The vehicle has lettering in front door panel only.
3. The lettering is covered by a magnetized plain solid-color sign which matches the color of the door panel of the vehicle and it approved by the Association, while said vehicle is parked in Shaker Village.
4. The vehicle is considered under normal conditions as a personal-use vehicle by its design, such as a pickup truck without dual wheels or a panel truck not exceeding the size of a Chevy G20 Van or F54 Pickup.
5. The unit owner has submitted, in writing, a request for parking variance and approval of magnetized plain sign proposed to use to cover the lettering.
6. The unit owner, upon approval of items submitted in support of such variance request, submits proof of purchase of approved magnetized plain sign matching the color of the door panel, and a signed agreement stating that under no circumstances and/or conditions will they not comply with the above. Furthermore, said agreement shall state that if any violation occurs, unit owner agrees and shall be fined according to the Association’s fining policies in the Enforcement of Rule Variance for Private /Business Use of Vehicles, and unit owner waives all rights of defense with regards to such fines.

Enforcement of Rule Variance for Private/Business use of Vehicles is as follows:

1. ONE such vehicle per household, unit owner, resident, lessee, etc.
2. Types of violations:
  - a. Forgot to put on magnetized plain sign.
  - b. Was just in and out.
  - c. Was in a hurry.
  - d. Any other violation similar to above, except lost or stolen.
  - e. Sign was lost or stolen.
3. Any of the aforementioned occurrences, or similar, shall be penalized as follows:
  - i. Lettering shall be covered with approved magnetized plain sign within twenty-four hours from the time violation is brought to violator’s attention.
  - ii. Warning letter shall be issued by the Association.
  - iii. A \$50.00 fine shall be levied/imposed and paid by the violator.

Only a maximum of two (2) offenses as described above in 2a, 2b, 2c, and 2d, above or three (3) offenses as described in 2e above shall be permitted, not to exceed a maximum of any three (3) offenses/violations

in any one-year period, nor more than any two (2) offenses/violations in any three (3) month period. After reaching the maximum number of offenses/violations, approval of the previously granted variance will be withdrawn/revoked, the vehicle will be considered in violation of the rules/restrictions, and the Association may pursue any and all penalties otherwise available for the violations.

### PARKING, GUEST & RESIDENT REGULATIONS

Guest parking may be restricted on the following days: New Years, Super Bowl Sunday, Easter, the first night of Passover, Thanksgiving, and Christmas. The hours are to be Noon to 9:00 P.M.

1. Any resident who has a guest with a vehicle who is visiting for more than 2 consecutive days and will be parking said vehicle(s) anywhere on Shaker Village property MUST obtain a Guest parking permit from the Association office. A registration or rental lease agreement showing a non-Shaker Village address must be presented to obtain this permit. No permit will be issued without the required proof. The Guest parking permit must be displayed in such a manner that our security personnel may view it from the security vehicle while making rounds. No permit will be issued for longer than one calendar month at a time.
2. Renewal of a guest parking permit is subject to approval of the Board of Directors. Proof of non-Shaker Village residency is required for renewal consideration. Acceptable proof is only a current utility bill or current phone bill. No other forms are acceptable. Each renewal request must be accompanied with current proof along with photo ID.
3. Guest parking permits issued after the 15th of any given month will be issued for that month and the next month automatically. All renewals following the month must abide by the guest parking pass requirements.

Security shall make one non-decal check around midnight each evening. The security officer will list all vehicles parked anywhere in Shaker Village that do not have a Shaker Village decal. The security officer will note on the report if the vehicle is parked in a guest space, resident only space, or in a specific space assigned to a resident. The Association will compile this information and keep a two-week tabulation (up from the current one week).

1. Any non-decal vehicle appearing on the non-decal report twice in any two-week will be given a warning notice notifying the owner of the vehicle that they are in violation of parking regulations and must obtain either a guest parking permit or decal.
2. Any non-decal vehicle appearing on the non-decal report more than three times in any two-week period will be stickered notifying the owner of the vehicle that they are in violation of our parking regulation and must obtain either a guest parking permit or decal.
3. Any non-decal vehicle appearing on the non-decal report for a fourth time in any two-week period will be towed off Shaker Village property.
4. No exceptions will be permitted. Neither board member nor the Association manager may make any exceptions to the above.
5. This rule does not pertain to non-decaled vehicles parked in resident only spaces that have always been prohibited 24 hours a day and will continue to be prohibited.

Decaled vehicles parked in guest spaces during restricted hours, currently 4:00 P.M. to 9:00 P.M. will be stickered and/or towed with no further notification given.

Out of date Guest parking passes will be handled by security in the same manner as any non-decaled/non-guest parking pass vehicle parked in Shaker Village: The license plate will be recorded by security, after the license tag is noted twice in a fourteen day period, it will have a notice placed under the windshield wiper, after the third time, it will be stickered and after the fourth date, it will be towed.

If a student who is going to school out of this area with a vehicle registered to his school address, and is visiting home in Shaker Village, he will receive a guest parking permit while visiting.

Any guest not abiding by Shaker Village Rules and Regulations shall have their guest pass immediately and permanently revoked.

Unit owners are only allowed one guest pass per unit at any given time.

Cars without proper documentation on car will be towed as follows:

1 <sup>st</sup> Violation	Warning notice
2 <sup>nd</sup> Violation	Sticker
3 <sup>rd</sup> Violation	Towed

Guest parking regulation changed as follows:

1 <sup>st</sup> Violation	Logged
2 <sup>nd</sup> Violation	Logged
3 <sup>rd</sup> Violation	Logged
4 <sup>th</sup> Violation	Notice
5 <sup>th</sup> Violation	Sticker
6 <sup>th</sup> Violation	Towed

24. PASSAGEWAYS: Sidewalks, entrance ways, passageways, vestibules, and all other portions of the common elements must at all times be kept free of obstruction and encumbrance, and shall not at any time be used for any purpose other than ingress and egress. No carriages, bicycles, wagons, shopping carts, chairs, benches, tables or other objects shall be stored or kept in or upon such areas.

25. PERSONAL INSURANCES: Although the insurance coverage afforded through the association in addition to other coverage, provides hazard insurance for the individual living units, such insurance does not include coverage of personal property and liability coverage for the individual unit owners. Therefore, it is recommended that such coverage be obtained by each of the individual condominium unit owners should they be desirous of having such coverage.

26. PERSONAL PROPERTY: The personal property of a unit owner shall be stored within his condominium living unit or where applicable in assigned storage areas, but in no event shall such property be stored or left within or upon other portions of the common elements or public areas.

27. PETS: No bird or animal shall be kept or harbored in the condominium or any of the condominium units unless the same, in each instance, be expressly permitted in writing by the Board of Directors of the association, which permission may be conditioned upon such terms as the Board of Directors in its sole discretion deemed to be in the best interest of the condominium as a whole. Such permission in one instance shall not be deemed to constitute a blanket permission, or permission in any other instance, and any such permission may be revoked, rescinded and/or modified at any time by the Board of Directors. After permission has been granted the presence of any pet shall be subject to any rules and regulations promulgated from time to time by the Board of Directors, and at least those conditions as follows:

A. No pets may be kept, bred or maintained for any commercial purpose, and no animals other than domestic animals shall at any time be permitted upon the condominium property.

- B. In no event shall any pet be permitted in or upon any of the public portions of the condominium property unless carried or leashed and then only in those areas as may from time to time be designated by the Board of Directors.
- C. In no event shall any pet be permitted upon or within the recreational facilities, including but not limited to the recreational buildings and the pool area.
- D. All pets must be sufficiently under control at all times so that they do not become a nuisance to the owners of other condominium units.
- E. Once an original pet which has been granted permission to remain upon the condominium properties, has been permanently removed from the premises or has died, no replacement of said pet shall be made without the prior written permission of the Board of Directors.
- F. If a dog or other animal becomes obnoxious to other owners by barking or otherwise, and/or in the event that any pet becomes a nuisance, the owner thereof must cause the problem to be corrected, or if it is not corrected, the owner, upon written notice by the Board of Directors shall be required to remove the pet from the condominium property. If the owner fails to remove the pet from the condominium property, the Board of Directors shall be entitled to take such action as may be necessary to secure the removal of said pet from the condominium property, including but not limited to securing an injunction requiring removal of said pet, and the owner of said pet shall in such cases be responsible for court cost and attorneys' fees and such other expenses as may be incurred by the association in order to enforce these provisions concerning pets.
- G. The owner of any pet shall identify the association and each of the other condominium unit owners and hold same harmless against any loss and liability of any kind or character whatsoever arising from or growing out of owning and/or keeping any animal upon the condominium property.
- H. All Broward County and City of Tamarac Pet Ordinances must be adhered to, and all dog owners must provide proof of license from the County.
- I. There may be no more than one dog or one cat living in each unit.
- J. Each animal must be registered in the office and proof of vaccination must be presented yearly.
- K. Upon registration with the office, each animal will receive a tag to be worn on a collar at all times.
- L. All pets must be on a leash at all times.
- M. Should any dog or cat be found wandering around not on a leash and without a Shaker Village tag it will be removed by Animal Control.
- N. If either dogs or cats are found running free without a leash in Shaker Village, but with a Shaker Village tag, the animal will be taken to the office and the owners will be called. After three infractions of this rule, the owners will be required to remove their pet from Shaker Village.
- O. The weight limit for a pet is 35 pounds. Upon maturity, Shaker Village reserves the right to weigh any pet which appears to be not in compliance with this rule.
- P. When an owner/resident walks his/her pet on the common elements, such owner/resident must have a pooper scooper and clean up after his/her pet.
- Q. All residents are liable for any damage to people or property by their pets. It is advisable to have liability insurance either covered by their household policy or by special pet coverage.
- R. Vicious pets are prohibited from being kept/maintained within the Shaker Village community. Further, if a pet bites more than once, it must be removed from Shaker Village community.
- S. Persons failing to comply with the pet rules/regulations may be fined by the Association. The first infraction will be \$25.00, and a second will be \$50.00. A third infraction may require the removal of the pet from Shaker Village.
- T. Before any unit owner acquires a pet, he/she must first get approval from the office. Upon acquiring the pet all of the required documentation must be presented to the office along with a photograph of the pet. An updated photograph must be presented upon maturity. All registered pet owners must supply the office with all information required in this rules.
- U. A unit owner may sit for one pet, for a period of not more than two consecutive weeks within any 3-month period, provided that said pet conforms to all of the rules and regulations of Shaker Village.

Including those regarding size and weight, notification of a visiting pet must be made to the office either before or immediately upon their arrival of the pet to Shaker Village.

V. All visiting pets, those coming with a guest, to a unit owner in Shaker Village, are subject to the same rules as pets are being dog-sat as set forth above. Failure to comply with any of these rules shall permit the Association to demand the immediate removal of the pet from Shaker Village.

28. PLUMBING AND ELECTRICAL: Water closets and other plumbing shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be placed therein. Grease and other foreign substances shall not be poured down drains. Electrical outlets and electrical wiring shall not be over-burdened. Total costs of all maintenance, repairs and replacements connected with any misuse of plumbing and/or electrical installations shall be the responsibility of and paid by the individual unit owner.

29. PLANTINGS: No plantings of whatsoever nature shall be made by any unit owner upon any public areas, and/or other portions of the common elements, without the prior written approval of the Board of Directors.

30. RECREATIONAL FACILITIES: The use of the recreational facilities is limited solely to the members of the association and their invited guests. Swimming and other use of the recreational facilities shall at all times be solely at the risk of the individuals involved, and in no event that of the association or its members. The use of the recreational facilities shall be regulated from time to time by the Board of Directors. Additional regulations shall include those that are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities and those that are deemed necessary and reasonable from time to time to insure the proper use of said facilities by all of the members of the association. Amended and/or additional rules and regulations shall be posted in a conspicuous place, in or upon the recreational facilities, and it shall be the responsibility of the individual unit owners to appraise themselves of same. Private use of the recreational facilities must be arranged through, and only after permission has been granted by the Board of Directors. The user of the recreational facilities shall be responsible to leave same in a clean and orderly manner and shall be responsible for any breakage and/or damage caused.

#### CLUBHOUSE

No non-Association organization, whether it be profit or non-profit, and no individual may conduct meetings or otherwise engage in any type of use of the Association's Clubhouse other than as otherwise permitted by the Rules and Regulations and approved by the Board of Directors. The selling of tickets or entrance fees is also to be forbidden

When the Clubhouse is used for a private party:

- No alcoholic beverage of any kind may be served nor brought on/consumed on the premises.
- Any unit owner utilizing the Rec. Hall for any purposes agrees to hold harmless Shaker Village Condominium, its agents, servants, and employees, from any liability for damages incurred by anyone utilizing the Rec. Hall during the time that the unit owner is responsible, therefore.
- The Rec. Hall may be reserved for private parties no more than two (2) weekend nights per month (not consecutively) and no more than one weeknight per month. Reservations will be on a first come first serve basis. The owners of the unit may reserve the Rec. Hall no more than twice in a calendar year. Reservations may not be made for any religious, national or ethnic holidays.
- Smoking of any kind is prohibited in the Clubhouse.
- The Clubhouse is reserved for adults excluding the use of pool tables and ping pong tables on Tuesday evenings.

- In the event of the private use of the Clubhouse, it must be completely vacated by no later than 2:00 AM on Fridays and Saturdays, and 12:00 AM on all other nights.
- The Board may set a deposit for Clubhouse use in the amount of \$500.00.
- All residents using the Clubhouse for a private function must engage the service of a security guard from the same company used by Shaker Village, at the residents' expense. Said guard must be present any time that a resident using the recreation hall is present (including setting up and cleanup). The security guards' responsibilities will include, but not limited to, noise control, ensuring that no alcohol beverages are present, proper parking, ground control and party function conforms with application to have the party. A resident using the Clubhouse for a party function, is required to arrange with the security company in a timely manner for the employment of the security guard and arranging for confirmation of that contract to be forwarded to Shaker Village Condominium Association. Failure to confirm will null and void the use of said Clubhouse.
- No cooking in the kitchen is permitted. Only the warming of food is permitted.
- Deposits will be forfeited if any rules are violated.
- Residents using the Clubhouse must ensure that the oven is in the off position before leaving the Clubhouse.
- Lighting during Clubhouse parties must be kept at least 50% or higher for the entire duration of the party.

#### POOL TAGS AND POOL/REC FACILITY REGULATIONS

An initial pool key will be issued, free of charge, to each unit owner. A second key, if requested, requires a \$20.00 deposit. No more than two keys will be issued to any unit. All residents shall be responsible for their pool tag(s) and key(s). If any of these are lost or stolen, the resident shall pay \$20.00 for the first replacement key, \$40.00 for each subsequent replacement key, and \$10.00 for each replacement pool tag. When a unit owner sells his/her/its unit, the initial key(s) and pool tag(s) are to be returned to the office, or the owner will be charged for each key, as indicated above, and \$10.00 for each pool tag if not returned. If a unit owner has requested a second key, the deposit on the second key will be refunded upon the return of both keys. However, if the original key is lost and only one key is returned, no refund of the deposit will be made. If a unit owner leases a unit, a transfer of key(s) and pool tag(s) is to be made to the lessee by the owner. The unit owner will be held responsible for the return of the pool key(s) and pool tag(s). If the lessee moves and/or the unit is sold, the unit owner must return the pool key(s) and pool tag(s) to the Association, or pay the sums indicated above. If a unit owner had requested a second key, the deposit on the second key will be refunded upon the return of both keys. However, if the original key is lost and only one key is returned, no refund of the deposit will be made. If more pool tags are needed by an owner or lessee because of more approved residents/members in the family, they shall receive a pool tag for each approved family member free of charge. The unit owner will be responsible for all pool keys and pull tags and charged accordingly if they are not returned at the sale and/or transfer of the unit.

The lifesaving equipment at the pools may only be used for their intended emergency, lifesaving purpose. Any other usage will be deemed a rule violation subject to the levy of a fine, and any damages to the equipment will require reimbursement for the costs of repair or replacement of such equipment by the person(s) misusing such aid equipment.

#### TENNIS COURTS

A resident's pass at the tennis court will permit no more than two (2) persons to use such court.

31. REPAIRS: All repairs, renovations, painting or other maintenance required or permitted to be done by the unit owner shall be accomplished, done or performed only by personnel or firms approved by the Board of Directors.

32. RIGHT TO ENTER IN EMERGENCIES: In case of any emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Directors, or any other person authorized by it shall have the right to enter such dwelling for the purpose of remedying or abating the causes of such emergency, and such right to enter shall be immediate. In order to facilitate entry in the event of an emergency, the owner of each dwelling unit is required to deposit under the control of the Board of Directors, a key to such dwelling. No owner shall alter any lock or install a new lock on any door leading into the living unit of such owner without the prior consent of the Board of Directors. If such consent is given, the owner shall provide the Board of Directors with a key for their use.

33. ROOF: No person shall be permitted upon the roof of any condominium building without the prior consent of the Board of Directors.

34. SOLICITATIONS: There shall be no solicitation permitted by any persons, anywhere in or about the condominium property for any cause, charity or for any purpose whatsoever, unless specifically authorized in advance by the Board of Directors.

35. SERVANTS: Servants and domestic help of the unit owners may not gather, loiter or lounge within or upon the recreational facilities or public areas of the condominium.

36. SERVICE PEOPLE: No unit owner shall permit any service people whether for purposes of maintenance, repair, replacement or improvement to work in living unit, except in cases of emergencies, before 8:00 A.M. or after 9:00 P.M.

37. SIGNS: No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the outside or inside of the living unit, or upon any portion or part of the recreational and community facilities or common elements without the prior written consent of the Board of Directors.

Notwithstanding the foregoing, Shaker Village may sell advertising space to its residents, only for material goods, on the Community Bulletin Board, with the restriction that only one page will be permitted for a unit.

38. STORAGE AREAS: No unit owner shall cause any items to be stored other than in that area designated for such purposes as specifically assigned to that unit owner. Each unit owner shall be responsible to keep his storage area clean and free of debris.

39. TRASH AND GARBAGE: All refuse, waste, bottles, cans, garbage and trash shall be securely wrapped and placed only in those containers and areas designated for such purpose. Any resident who places trash and/or garbage of any kind on common property other than a designated time shall be fined \$10.00 for first offense, \$25.00 for second offense and third offense shall result in legal action at owner's expense.

40. VEHICULAR AND PEDESTRIAN TRAFFIC: All vehicular and pedestrian traffic being in and/or operating upon the condominium property, shall at all times comply with controlling governmental laws. All such traffic shall at all times obey any traffic signs and/or other equipment employed for the purpose of traffic control, whether or not same is placed by governmental authorities and/or the association. Unless otherwise posted, vehicular traffic shall adhere to a maximum speed limit of 15 mph.

41. WHEEL VEHICLES: No unit owner shall permit wheel vehicles, including but not limited to bicycles, carriages and shopping carts to be used in a manner that would interfere with vehicular and



pedestrian traffic upon the condominium property. No bicycles shall be permitted to be ridden within or upon the recreational and community facilities, except in those areas, if any, designated for such purposes.

42. WINDOW, DOOR AND BALCONY TREATMENTS: No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of the condominium buildings without the prior written consent of the Board of Directors. Terraces, balconies, porches or patios may not be enclosed, which includes the screening of same, nor may anything be affixed to the walls within such terraces, balconies, porches or patios except with the prior written consent of the Board of Directors. No blinds, shades, screens, decorative panels, window or door coverings shall be attached to or hung or used in connection with any window or door in a living unit, if affixed to the exterior of a unit, without the prior written consent of the Board of Directors. No clothes line or similar device shall be permitted on any portion of the condominium property, nor shall clothes be hung anywhere except in such areas, if any, as are designated from time to time by the Board of Directors.

43. FINES:

<u>FIRST</u>	<u>SECOND</u>	<u>THIRD</u>	<u>FOURTH</u>
	<u>OFFENSE/OR/NOTICE</u>		
Written notice	\$10.00	\$20.00	\$30.00

\*Injunction or other legal action

Fines will be levied on the basis of a continuing violation and will not exceed the maximum permitted by law.

Notwithstanding the standard fines, above, the Board shall levy a fine against an owner and/or resident, in the amount of \$50.00 per item, for any bulk items left out by their unit, at the street, or at the dumpster without Shaker Village Association permission.

44. MISCELLANEOUS:

OFFICE/EMPLOYEE/BOARD PROCEDURES

- With regard to Board meeting, each unit owner may express his/her opinion on an agenda items as part of an efficient and productive meeting. Any unit who wishes to address the Board may do so, however, they must put that request in writing. The board will then place the request on the agenda for the next meeting. The President will go down each agenda item one at a time allowing the unit owner participation on each subject. Each unit owner will be allowed to speak no more than 2-3 minutes at one time and cannot speak a second time until everyone has spoken at least once. There will be no cross conversations while someone is speaking. The speaker must be recognized by the Chair for permission to speak including Board members. They may speak one time only on each subject. They may speak a second time for 1-2 minutes.
- The Association may charge \$.05 per copy for letter size copies and \$.10 per copy for legal size copies if a unit owner requests copies of an official record.
- All of the official records, whether under the general authority of the Association Secretary or Treasurer of the Association, shall be kept at such location as directed by the Board.
- Any two (2) signatures of the Board Members may be authorized to sign checks, but that the President and one (1) other Board Member sign all checks and in the absence of the President, if any two (2) Board Members may sign.

- No person may serve as a Director of the Association unless the person is a member of the Association.
- Anyone wishing to be heard by the Board who has previously requested to do so in writing, will have the option of requesting a special hearing, other than at a regular Board meeting. These hearings will be held in the Association's office but, if a quorum of the Board is present, must be made known to all and may be attended by any owner who wishes to do so. The purpose is to limit the embarrassing exposure to which some people do not want to be subjected.
- The cost of termite tenting will be considered a common expense to be paid for by the Shaker Village Condominium Association.

#### DELINQUENCIES/COLLECTIONS

- 30 days after a unit is in lien and the unit owner has not settled the lien within that time, the unit will go into foreclosure without further notice. All accounts must be settled in full before the lien becomes invalid which is one year after the initial date of the lien. They must also keep their normal monthly maintenance payments.
- Maintenance fees/regular assessment payments are due on the first (1<sup>st</sup>) of each month. The Board of Directors passed motion to make the following effective as of November 1st, 1993:
- If the maintenance fee and the special assessments are not paid in full by the tenth (10<sup>th</sup>) of the month, the Board will commence collection of the delinquent account.
- If any unit is placed into collections, the unit owner will be responsible for reasonable attorneys' fees and costs incurred in the collection process.