## AMENDED AND RESTATED RULES FOR OUTLOOK VILLAGE CONDOMINIUM ASSOCIATION. INC.

## 727-483-4540 Any suspicious incidents or criminal activity please call 911. Report any unattended children or pets to the proper authority: Dept of Child & Family Services: 727-552-2500 -Animal Control: 727-582-2600

These are the Rules of Outlook Village Condominium Association, Inc., a Florida not-for-profit corporation. All references in these Rules to the "Board" shall mean the Board of Directors of the Association. Except as otherwise provided in these Rules or required by applicable law, these Rules will be implemented and administered by the management company (the "Management Company") engaged or appointed by the Association. Accordingly, the Association and the Management Company are severally and collectively referred to as the "Association" in these Rules.

These Rules apply to the Outlook Village condominium community located in Pinellas Park, Florida ("Outlook Village"). Each owner and resident of a condominium unit in Outlook Village, and each visitor to Outlook Village, shall be bound, and shall abide, by the provisions of the applicable Declaration of Condominium, the Amended and Restated By-Laws of the Association, the deed applicable to the unit, these Rules and all other documents relating to the use and operation of Outlook Village, as said documents may be amended from time to time. Each owner shall be responsible for the condition of the owner's unit regardless of (1) any delegation of responsibility the owner may have made; or (2) whether a prior owner or occupant may have contributed to the condition of the unit.

1. Use of Common Areas: Common areas and common elements of the community (jointly and severally referred to as the "Common Areas"), including but not limited to the grounds, streets, parking areas, sidewalks, walkways, balconies, entrances, halls, passages, stairways and corridors, shall not be obstructed or encumbered and they shall be used only for the purposes intended. Nothing shall be hung from the windows or balconies or placed upon the windowsills. No linens, cloths, clothing, curtains, rugs, or mops shall be shaken or hung from any of the windows, doors, or rails. No fire exits shall be obstructed in any manner. The balconies, porches and terraces shall be used only for purposes intended and shall not be used for hanging garments or other objects, or for cleaning rugs or other household items. No owner, resident or visitor shall place anything in a position in which it could fall, or allow anything whatever to fall, from any window or door of any unit, nor shall any owner, resident or visitor sweep or throw from any unit any dirt or other substance into any of the corridors, halls or elsewhere in the building or upon the Common Areas. No drying of laundry will be permitted outside.

**2. Residential Occupancy:** Use and Maintenance of Units. As stated in Outlook Village Condominium Documents, each unit may be used for occupancy by no more than four (4) persons and for no other use or purpose without the prior written consent of the Association. Without limiting the generality of the preceding sentence, no unit may be used as a primary place of business or professional purposes. No unit may be occupied as a residence by more than two (2) persons per bedroom. Each owner and resident shall keep and maintain his or her unit, including but not limited to all internal surfaces, windows, screens and doors within or bounding the unit and all fixtures and

equipment located in the unit, in good, presentable, clean, sanitary and operating condition and repair to preserve the appearance of the Condominium.

**3. Employees and Vendors:** Owners, their guests, and tenants shall refrain from attempting to direct, or to assert control over the activities of, any employee or vendor of the Management Company or the Association.

**4. Animals:** As stated in Outlook Village Condominium Documents, each unit may have in residence one dog (40 lbs or less), 1 cat or 2 birds without approval of the Board of Directors. Application to the board for approval of a larger dog or multiple cats must be filed for consideration prior to purchase/adoption. Pets other than those listed above must be approved by the board prior to purchase/adoption. Venomous pets or pets that, if left loose would constitute "vermin" are not permitted. No pets shall be permitted in any of the units or on the common elements, without prior written approval from the Association. While outside the unit, all animals must be kept on a leash or other restraint and must be accompanied at all times by the owner (tethering your dog outside and leaving them is a violation of Pinellas County Code, Animal Services). Animal feces must be picked up immediately and disposed of properly by the owner. The application, interpretation, and enforcement of this rule is subject to the Association's reasonable accommodation and modification policies and practices and applicable law.

Animals brought into Outlook Village must be well behaved. No animal shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Any animal deemed too noisy, aggressive, offensive, threatening, disruptive or otherwise an actual or potential nuisance, as determined by the Association in its sole and absolute discretion, may be excluded from the Community by the Association. In addition, upon the written request of any occupant, the Board may conclusively determine, in its sole and absolute discretion, whether or not, for purposes of this section, a particular animal is a usual and customary household pet and/or whether or not a particular animal is too noisy, aggressive, offensive, threatening, disruptive or otherwise an actual or potential nuisance. The Board shall have the right to meet and vote to have the owner of any animal deemed by the Association to be too noisy, aggressive, offensive, threatening, disruptive or otherwise an actual or potential nuisance to remove such animal from the Outlook Village Community permanently. Each Owner shall be liable to the Association for the cost of repair of any damage to the Common Areas caused by any animal belonging to such Owner or to any Occupant of such Owner's Residential Unit. This rules also applies to any owner that has been given permission to have a federal or state approved disability assistance animal or emotional support animal on Outlook Village property by the Association. All potential applicants with federal or state approved disability assistance animals or emotional support animals must provide a request for a reasonable accommodation unless the disability is obvious, and a copy of proper documentation that indicates what the disability is and the need for the animal, also needs to be submitted along with the applicant's approval process to the Association for approval.

5. Alterations, Additions or Changes: Except to the extent required to be permitted under applicable law, no alteration, addition, replacement or removal may be made or maintained to, on or from any of the following areas or improvements of Outlook Village without the prior written consent of the Association: (a) the Common Areas (including but not limited to the roof or exterior of any building or the exterior, door or window of any unit), such as but not limited to any alteration, addition, replacement or removal of any painting, awning, wire, pipe, light, slab of concrete or other permanent material (b) any structural element of any building located within the boundaries of any unit; or (c) any other improvement located within the boundaries of any unit for which the Association may have maintenance and repair responsibility or which, if altered, added, replaced or removed may adversely affect another unit or unit owner, such as but not limited to any wire, pipe, heating/air conditioning duct, wall or partition. No AC window units will be permitted. Any alteration, addition, replacement or removal not consented to by the Association is subject to correction by the Association without notice or compensation, including the area considered to be "common" belonging to the Outlook Village complex. Owneror resident must get approval from the Outlook village HOA board before any structure is erected. Structure must be maintained in a safe and presentable manner. If the structure becomes damaged and needs repair, the owner of the structure must complete repairs in the time frame given by Outlook Village HOA board. If repairs are not made in that time, the HOA board will remove structure and the owner who causes the unauthorized alteration, addition, replacement or removal to be made or maintained shall reimburse

the Association for all costs and expenses so incurred. This rule is subject to the limitations that it shall not be applied or enforced in any manner that contravenes applicable law, and the application, interpretation and enforcement of this rule is subject to the Association's reasonable accommodation and modification policies and practices and applicable law.

The Association employs a service to maintain the landscaping which does trim some of the shrubbery. Please note that they are not responsible for moving items to mow. Outdoor items: tables, chairs, hoses, etc., are not allowed in the common grass area. Plantings within 2 feet of the building are the owner's responsibility to keep trimmed and weed free. If you are unable to maintain the area, please contact the Association and arrangements can be made to clean up the area to a maintainable level. The Association shall remove any landscaping or any unautourized structure that is deemed to be causing damage to building foundations. No tree may be planted without approval of the Board. Should you want to plant a tree please submit the request to the Association with the type of tree and planned location. Keep in mind that going forward, trees must be 12 feet from the building and in an area free of drain/sewage lines.

**6. Disturbance or Interference:** No occupant nor their guests shall do or permit to be done anything that interferes with the rights, comfort or convenience of any other owner, resident, or visitor. No improper, unsanitary, unsightly, offensive, or unlawful use, condition or activity shall be permitted, conducted, or maintained in the Community by any occupant or occupant's guests, and all applicable governmental laws and regulations shall be observed. No nuisances shall be allowed, nor use or practice, which is the source of an annoyance to occupants, or which interferes with the peaceful possession of any other occupant within the Community. The use, enjoyment and occupancy of the Community shall be carried out in such manner as not to cause or produce any of the following

effects discernible outside buildings located thereon or affect the adjoining property or any portion or portions thereof: noise or sound that exceeds the levels permitted under the Pinellas County Noise Ordinance, as amended from time to time; offensive or abusive language, behavior or acts; smoke, noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; or vibration. Without limiting the generality of the preceding sentence, no owner, resident or visitor may use or play, or permit to be used or played, in any unit or elsewhere in Outlook Village any mechanical, electrical or other device (including but not limited to any musical instrument, stereo, amplifier, radio or television) between the hours of 11:00 p.m. and the following 7:00 a.m. in a manner that disturbs any other owner, resident or visitor in Outlook Village. Skateboarding, skating, rollerblading, and similar activities are permitted only within the streets at Outlook Village and shall not be permitted in any other Common Areas of Outlook Village. For the purposes of interpreting and implementing this section, the Board shall have exclusive and absolute authority to determine whether any existing or proposed activity or condition violates this section.

7. Garbage and Trash: Routine disposal of garbage and trash shall be accomplished only by use of the receptacles/dumpsters provided by the Association. No garbage or trash shall be left outside of such receptacles/dumpsters. There shall be no disposal within Outlook Village of any unusual or excessive garbage or trash generated from within any unit (including but not limited to clothing, household furnishings, furniture, appliances, televisions or construction debris). Only residents living on Outlook Village property shall have use of receptacles/dumpsters located on Outlook Village property. Any resident or owner in Outlook Village witnessed by camera or another resident violating this rule will be fined and removal of items will be performed by the Outlook village HOA board. Owner or resident shall reimburse the Association for costs and expenses so incurred. If the tenant has moved ,the Landlord of that unit will be notified and the fee to remove the items will be given to the Landlord to collect from the previous tenant.

**8.** Use of Grills: We must comply with Fire Codes. Gas/Propane must be kept ten (10) feet away from the buildings when in use and may not be stored within 10 feet of the buildings. The 10- foot rule applies to charcoal grills as well. Electric grills are permitted. If the Association is fined, the fine will be accessed to the offending unit/occupant and owner's COA fees.

**9. Signs - Advertisements or Notices:** Each unit may identify its resident(s) unit number by number plate of a type and size approved in writing by the Association and mounted in a place and manner so approved. No signs, advertising or notices of any kind or type, including but not limited to "for rent" or "for sale" signs, "political", or notices, shall be permitted or displayed on the exterior of any unit, or on any building, vehicle or Common Areas in Outlook Village, nor shall the same be permitted or displayed in such a manner as to be visible from the exterior of any unit, without the prior written consent of the Association. Stickers or signage, not to exceed 2"x 6" advising of the special needs such as but not limited to "oxygen in use" are permitted in the nearest corner of the window near the front entrance, with prior written approval of the Association.

10. Leasing and Sales of Units: Pinellas County Occupancy rules apply. No unit may be occupied,

leased, or sold without the prior written approval by the Association of the occupant, lessee, or new owner. Without limiting the generality of the foregoing, the Association shall have the right, in its sole and absolute discretion, to deny approval of any proposed occupancy, lease or sale. As a condition precedent to consideration for approval, each prospective occupant, lessee, and purchaser must (a) appear for an interview with a designated representative of the Association; and (b) submit to a background check to be arranged by the Association. Approval of a tenant shall be for the initial term of the lease only and occupancy by the tenant beyond the initial term is subject to approval by the Association. Regardless of the Association's action on any proposed occupancy, lease, or sale of a unit, the Association and its agents, employees, and delegates are not responsible for the actions of any occupant of Outlook Village. No person shall be denied the right to purchase, lease or occupy a unit because of race, religion, sex, national origin, marital status, sexual orientation, gender, or disability. Units may be leased, licensed, or occupied only in their entirety, except as described in the following paragraph. Individual rooms of a unit may not be leased on any basis without prior approval from the Association. Association must be informed. Applicants must go through the same process of filling out an application to the management company for Outlook Village and going through the interview process with the Association before they can move into the unit. The Association may initiate and pursue (but shall not be obligated to initiate or pursue) any legal or equitable action or other lawful means to remove from any unit any person whose occupancy has not previously been approved in writing by the Association. Simultaneous usage by a unit owner and a tenant of the Common Areas otherwise readily available for use generally by unit owners is prohibited.

**11.** Notices: All official notices from the Association must be approved in writing by the President or Vice President of the Association and shall bear the signature of a member of the Board. Except as otherwise required by the Amended and Restated By-Laws of the Association or applicable law, all such notices shall be mailed to each unit owner at the address on file for such purpose with the Association. Notices of meetings of the Board shall be posted on the bulletin board at the mailbox located at entrance of the community. No member of the Association (other than a duly authorized member of the Board of Directors or the president or vice president of the Association) shall make or permit to be made, any written, typed or printed notice of any kind, or post the same on any bulletin board, or mail or otherwise circulate the same to any other Association member, which purports or represents to be an official act or notice of the Association. Notices of a social nature or purpose sent to other members by a member, in his or her personal capacity, will not be deemed to be official notices from the Association, but they must bear the signature of the member or members making or uttering such notices and they shall be fully responsible for the contents thereof. All notices to the Association shall be sent to CMG, 7800 66th Street North, Suite 205, Pinellas Park, Florida 33781 or such other address or addresses as may be designated from time to time by written notice from the Association to the unit owners.

**12. Solicitation:** To promote a harmonious community and to minimize disturbing residents' quiet enjoyment of their units, solicitation within Outlook Village by vendors, service companies or any owners, residents or visitors is strictly prohibited without the prior, written consent of the Association. This includes solicitation on behalf of political campaigns, political candidates, voter awareness

groups, petitions for governmental action, civic organizations, service clubs, school groups, charitable organizations, religious organizations, etc. Notwithstanding the foregoing, nothing herein prohibits representatives from the Association from contacting Owners and residents in their units.

**13. Private Streets and Parking:** The streets and parking areas of Outlook Village are private. No motor vehicles with expired registration or tags may be stored on Outlook Village property. All vehicles parked in Outlook Village need to be running and operational. No vehicles with 1 or more flat tires. Abandoned motor vehicles (whether or not currently registered) are not permitted at any time on Outlook Village property. The Association will work with the proper authorities to have these vehicles towed off Outlook Village property. Vehicle repairs are not permitted on Outlook Village property, except in emergency situations, or with approval from the Association. No commercial vehicles or containers of any kind (including but not limited to commercial trucks, vans,

trailers, drop storage containers, construction debris containers and dumpsters) and no recreational vehicles of any kind (including but not limited to RVs, campers, trailers, boats and jet skis etc) may be parked, serviced or repaired at any time in Outlook Village without the prior consent of the Association. No heavy equipment used commercially or privately, either pulled on a trailer or driven is allowed on Outlook Village property. The preceding sentence does not apply to any vehicles or containers brought into Outlook Village incidental to any maintenance or repair activities undertaken by the Association. The Association may designate (but shall not be obligated to designate), in writing, approved areas for placement of such vehicles or containers in Outlook Village. Only vehicles belonging to the Association or current residents of Outlook Village that had prior approval from the Association and their respective visitors (for the duration of their visits), and not otherwise prohibited under the preceding paragraphs, may enter or park in designated parking areas of Outlook Village. Each owner or resident who regularly drives or maintains a motor vehicle within the community must display a "vehicle identification" in the form prescribed by the Association. Such vehicle identification shall remain the property of the Association.

All motor vehicles shall be parked only in the parking spaces designated for that purpose by the Association. Such designation may be by separate letter or appropriate marking of the parking space or spaces by the owner's or resident's last name or unit number. Parking space assignments are subject to change by the Association pursuant to its reasonable accommodation policies and practices and applicable law. The Association shall have the authority, but not the obligation, to have any vehicle that violates this rule removed from Outlook Village, without compensation or notice to anyone except as may be required by applicable law. None of the Association, the members of the Board, the Management Company, or any officer, director, employee or agent of the Association or the Management Company shall have any liability to any vehicle owner for any action taken by any of them pursuant to this rule.

All vehicles parked in Outlook Village must be in designated parking areas. Parking shall not be permitted on any grass areas nor along the curbs. Each unit is guaranteed one (1) parking space as stated in our condominium documents. However, in some cases two (2) spaces have been marked for a unit. This may be subject to change in the future. Should you have more than 2 vehicles, additional spaces are available in the front of the complex facing 58th Street. Guest parking is also located in the

front of Outlook Village complex facing 58th Street. Should you have a guest visiting with disabilities, it is suggested that you utilize the parking in front to allow room for your guest to park temporarily in front of your unit. No resident or owner will be allowed to permanently use any unassigned parking space intended for guest parking.

**14. Yard Sales:** Individual yard sales (i.e. sales of personal merchandise) are not permitted within Outlook Village. Community yard sales (done as a whole condominium) will only be permitted with approval of the Association.

**15. Loading and Unloading:** No loading or unloading of trucks, trailers, drop storage containers, construction debris containers, dumpsters, vans or similar vehicles or containers shall be permitted in Outlook Village during non-daylight hours or on Sundays or legal holidays without the prior written consent of the Association. Anyone requesting such consent shall be required to apply to the Association, in writing, not less than forty-eight (48) hours prior to the date on which the loading or unloading is to occur. The application for consent must contain a statement showing reasonable cause for the consent to be granted and must also contain the names, residence addresses and driver's license numbers of all persons who will enter Outlook Village for the purpose of loading or unloading any vehicle or container. Any person loading or unloading any vehicle or container in violation of this rule shall be considered to be trespassing in Outlook Village.

**16. Hurricane Shutters:** The Board shall, from time to time, establish hurricane shutter specifications that comply with the applicable building code, and establish permitted colors, styles, materials, and installation standards for hurricane shutters. Subject to the provisions herein, the Association shall approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. Owners shall be responsible for securing their units (including outside patios) prior to a storm watch or warning. Any damage to the building structure or interior of the home resulting from either the installation of or the use of storm shutters shall be promptly repaired by the Owner. The Association shall have no obligation with respect to the installation of the shutters, and/or for the repair, replacement and/or upgrade of the shutters.

**17. Reasonable Accommodation and Modification Practices and Policies:** The application, interpretations and enforcement of these Rules are subject to reasonable accommodation and modification laws and the related practices and policies adopted and amended from time to time by the Board.

**18. Approvals and Consents:** Any approval or consent of the Association required to be obtained by these Rules may be granted, denied or conditioned, or for cause withdrawn, by the Association in its sole and absolute discretion; provided, however, that any such grant, denial, condition or withdrawal shall not violate any applicable law. In order to be effective, an approval or consent of the Association must be written and signed by at least two (2) officers of the Association.

**19. Enforcement:** The Association shall be entitled to collect from any person or entity that violates these Rules any and all expenses incurred by the Association in enforcing these Rules and in preventing, correcting or abating any such violation, including but not limited to reasonable attorney's

fees and court costs. The Association may also seek the assistance of local law enforcement officials to prevent, correct or abate any violation of these Rules or applicable law. Each owner shall be responsible for the condition of the owner's unit regardless of (1) any delegation of responsibility the owner may have made; or (2) whether a prior owner or occupant may have contributed to the condition of the unit. Fine of \$100 per violation, up to a total of \$1000 for the violation if it continues.

**20.** Severability: If any provision of these Rules or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of these Rules and the application of such provision to all other persons and circumstances shall not be affected thereby and shall continue in full force and effect.

**21. Prior Rules Superseded:** The prior rules are no longer in effect and these rules are binding and enforceable on all units.