RIVERDALE ARMS APARTMENTS, INC.

CO-OPERATIVE LIVING – HOUSE RULES

GENERAL Updated 8/19/2021

Riverdale Arms Apartments, Inc. is a Co-operative Association. The building was built in 1963 and maintained well through the years passing all inspections and updating building codes as required. The Association purchased the land February 12, 1973. Apartments are not financed. Mortgages are not allowed. Transfer or sale of an apartment is only by a cash transaction. Owners receive a Proprietary Lease and Certificate of Membership in the Association.

RA is a small building with only 27 units and has traditionally had a strong sense of community. Prospective owners should be aware of and accepting of this community as part of their decision-making process. Adherence to the rules and respect for the entire community are crucial for the continued enjoyment of RA for all residents. Many current owners have ties to RA going back 25 years or more. It is a community where we value our friendships and show respect for one another. Historically apartments are for the enjoyment of owners, their relatives, and close friends. The building was built in 1963 and maintained well through the years passing all inspections and updating building codes as required.

All prospective members purchasing an apartment undergo a vetting process where they complete a New Owner Application, provide a copy of the Realtor sales/purchase contract, Driver’s License(s), 4 letters of recommendation, a formal personal credit report from one of the three credit Agencies (www.Equifax.com (800) 685-1111, www.experian.com (888) 937-3742, www.Transunion.com (800) 888-4213), interview with a member of the Board of Directors and approval by the Board of Directors at a formal Board Meeting prior to purchasing or becoming an owner of record. The Board of Directors will at a scheduled meeting of the Board review the prospective buyer’s documents and decide approval, disapproval, or the need for additional information prior to a Proprietary Lease being issued. If a vote of disapproval is issued the buyer is allowed 10 days to correct the concern.

In a co-operative each owner has the responsibility to monitor themselves and their guests as well as keeping our building and grounds beautiful and safe, by assisting on committees. No businesses nor renting are allowed at Riverdale Arms.

When house guests are expected it is a courtesy to inform neighbors by posting a “Guest Form” on the Bulletin Board stating Apartment number, names of guest(s), relationship to owner, arrival and departure dates, license plate number of guest vehicle and guest contact telephone number. A guest informational posting on the Bulletin Board will avoid the unintentional towing of authorized vehicles and maintain the safety of the building. Guest forms are located on the bulletin board. Guests are only allowed to stay in apartments without owners for two months. They may stay 6 months with an owner.

Children under 12 usually do not live permanently at Riverdale Arms, those who are visiting should be supervised and instructed in safety, by the owner they are visiting or their parents, in and around the walkways, pool and elevator. Children should avoid the sea wall and are restricted from running on balconies, pool deck, walkways, and parking area.

These apartments are sold with the stipulation that there be no pets on the property not even for a short visit. Please refer to the RA Pet Policy adopted 3/31/14.

The following house rules may have flexibility, but it is expected that everyone will use good judgment and consideration for others by observing them.

ASSOCIATION CONTRACTS adopted 2/2/08.

 1. Directors should not sign a major contract with a contractor or Company of $5,000.00 or more without first having the contract reviewed by a lawyer.

 2. Directors are not to sign a contract greater than 3/5 years in length.

**Two new house rule categories; Board of Directors and Owner/Guest Infractions, added to the Riverdale Arms Apartment Inc. Co-operative Living House Rules by a vote of the Board of Directors on 2/27/2015.**

 **Board of Directors**

 1. Riverdale Arms is a Co-Operative where sales are a cash action, mortgages are not allowed and there is no businesses, renting or pets allowed (Pet Policy adopted 3/2014). The official name of the Association is The Riverdale Arms Apartments Inc. In 2014 while correcting the Title of the Association on Bank Records the Board was informed by the U. S. Treasury Department, the IRS required a FEID, Federal Employee Identification Number and despite the Association being a not-for-profit corporation the filing of Federal Tax Forms (1120-C) is required annually. The Board hired the Ruderman's (Mary Lou & Gary Ruderman & Company, 2605 E Atlantic Blvd, Suite 200, Pompano Beach, FL 33062, telephone (954)773-8291 and email MLR @South FloridaCPA.com) a local professional CPA to act on the Associations behalf with the IRS to file the required forms, notify the Board or its representative of federal requirements, owed tax penalties & fees. An engagement letter is on file in the 3rd floor Storage Area. Adopted 9/22/14.

 2. If an Association Member does a lot of Business travel on behalf of the Association in his/her role as Director, Committee Chairman or Committee Member and/or receives permission from the President/Vice-President to apply for reimbursement he/she will be eligible for reimbursement. The eligible member must record each business-related task as required by the IRS on the RA Business Travel Mileage Form, have an Officer sign the form prior to sending the completed form to the Treasurer at the end of the calendar year 12/31. The Treasurer will reimburse the individual if the log meets requirements. Adopted 2/2/15.

**Owner/Guest Infraction(s): Steps Association may take if an owner or their guest repeatedly “violate any covenant of his/her Proprietary Lease, By-Laws or a provision of the House Rules & Regulations.”**

This category informs Riverdale Arms Owners of possible Board action should an owner or their guests ignore their community responsibilities and violate house rules, bylaws, state statutes, common area or the Proprietary Lease statement “the premises cannot be used for any illegal or improper purposes, or permit any disturbance, noise or annoyance whatsoever detrimental to the premises or to the comfort of the other Members in said co-operative or its neighbors”.

Every unit owner on becoming an owner at RA signed & recorded a Proprietary Lease which said they and the association shall comply with the provisions of, the Florida 719 statute which governs Cooperatives, the cooperative documents, and the provisions thereof shall be deemed expressly incorporated into the Proprietary Lease of each owner including any additional changes in the future. An owner is responsible for the actions/behavior of his/her guests.

This policy will give the Board of Directors a step-by-step process to fulfil their fiduciary responsibilities as out lined in the by-laws and the state statute. The policy will give every owner the knowledge and awareness of the outcome in advance of how the Board will react to maintain Association documents and Florida Statutes. This Policy is a clarification of actions the Board of Directors has pursued in past years at RA (warnings, verbal intervention & sending an Infraction Letter). In the past infractions have been resolved without further action. In the history of RA 58 years to today’s date there have been 5 infractions to date indicating few members violate the documents. Should additional action be needed and determined by a review of the situation by the Board of Directors resulting in a motion to access further actions the following steps will be pursued.

1. Initially with any infraction two or three members of the Board of Directors will meet with the member to discuss the infraction of the specific RA document. During the informal discussion it is hoped the member will not continue the infraction and try to observe the policy and guidelines.

2. Should the infraction continue the Board of Directors will send the member a written notice requesting the member adhere to all RA documents and stop the current infraction.

3. At this point if the issues are not resolved the Board of Directors, at a scheduled board meeting, will vote and must have at least a majority of the Board Members agreeing to require the member who has received two previous internal notifications issued a third notice from the Association Attorney and be charged for all expenses and damages related to continued infraction(s) of a house rule, bylaw, or original use of common area but has failed to stop the behavior and adhere to the rules stated in the documents.

 The 3rd notification will again state the type of infraction and inappropriate behavior and in addition the member will now be charged for all expenses associated with his/her actions, the preparing and sending of a third notification along with any associated use or damage to Association property, equipment & tools along with any damage to another members personal property; including fees to hire an attorney, the drafting and mailing of a registered letter noting all expenses associated with issuing of the third notice to be paid immediately upon demand.

Indicating if notification expenses are not paid immediately and there is need for additional yearly monitoring; expenses, charges, and fees to oversee, and maintain a deficit account will be added and tabulated year to year and paid in full prior to any listing/sale/transfer of the apartment including additional attorney’s fees to attend and collect the deficit expense total and any other expenses occurred at the closing meeting.

Board of Directors July 8, 2021.

**Appropriate owner behavior and communication/discussion guidelines on RA property and during Board of Director & annual meetings. Adopted 12/15/2015.**

“The RA Proprietary Lease each owner signed and agreed to states owners are to observe and ensure common areas are used for original designated purpose and cannot be used for inappropriate issues, disturbance, noise or annoyance whatsoever detrimental to the premises or to the comfort of the other members in said Co-operative or its neighbors. Consequently, all residents and guests at RA are required to follow the RA Governing Documents and handle themselves in a respectful, courteous, and civil manner using appropriate tone and language when interacting with others or speaking at the Annual Meeting or a Board of Directors Meeting. At no time should any individual engage in an out-of-control verbal tirade or threatening a physical action or injury toward another individual. There should be no open conflicts, yelling from a balcony, or arguments or disturbances in the Common areas. Communication should be civil, using a respectful tone without swearing, demeaning, or threatening behavior. In meetings individuals are not to interrupt one another when communicating or when another individual is speaking. At a Board of Directors Meeting owners will speak to topic at the designated participation time when recognized for a three-minute time limit.

In addition, starting today all Suggestions, Recommendations, Praise and Complaints are to be made formally on a Suggestion Form in writing and placed in the Suggestion Box located at the far-right bottom row of the mailboxes. Suggestion Forms will be available on the Bulletin Board. Suggestions will be addressed at a Board of Directors Meeting. By formalizing this process to a required written form and a specific place to leave a suggestion and have a specific time for discussion/evaluation it should eliminate “heated discussions” in the common areas, inappropriate disturbances at any time of the day or evening offering owners and Directors a time and place for appropriate dialog and reflect the comfort all owners wish and deserve. This policy will go into effect immediately. Should an owner fail to follow the RA Governing Documents or continue disruptive and inappropriate behavior the Board will give one written warning and after that warning if the behavior continues out of control and inappropriate the fining procedure outlined in the house rules will be activated if a vote of most of the Board members decide it is authorized. Then the fining committee will review the recommendation, give the owner an opportunity to explain and then approve or disapprove the fine.

**Security** **Cameras**

The exterior area beyond apartments is common area governed by Article IX, section 5 indicating no changes, additions, etc.…. therefor members are not allowed to install a private security camera outside of their apartments. Individuals can take reasonable measures to protect themselves and their apartment belongings by installing a security doorbell camera and/or security camera inside an apartment providing it is not pointed out a window at common area as that like installing a security camera on common area outside of apartments is an infringement on other members/guest’s rights to privacy. Adopted July 8, 2021

**GROUNDS AND BUILDING**

1. To maintain the general motif of the building, no change in outside appearance will be allowed – such as awnings, windows, door styles, etc.

 2. No clothing, laundry, rugs, etc. are to be placed on railings.

 3. Patio Furniture in front of apartments must not interfere with a clear 36-inch walkway.

4. Members are asked to refrain from throwing cigarette butts, litter, etc. on lawn areas, stairways, walkways, patio/pool areas or in the waterway.

 5. All T.V. and radios are to be kept low before 9:00 a.m. and after 10:00 p.m.

6. Your co-operation is asked to eliminate loud talking and slamming of car doors in parking area before 8:00 a.m. and after 10:00 p.m.

7. Be careful not to flush anything into toilets that may clog the system. Paper towels, Kleenex etc. should be discarded in the trash. In the event of stoppage necessitating a plumber, the cost is to be borne by the owner of the apartment.

8. With limited spaces available with 27 apartments, the possibility of dredging of the waterways, the general objection to viewing and appearance, the docking of boats and installation of wharfs etc. are not allowed.

 9. House lights are set with a timer. They go on at dusk and off at dawn.

 10. In the first-floor laundry room there is a closet containing garden tools for your use.

11. A barbeque grill is located on the south side of the front lawn and may be used by any unit owner. Please shut off the grill knob and the tank nozzle after use, clean after use and cover when cool.

12. A bathroom is located on the first floor next to the elevator. A toilet and sink are provided. 13. Shuffleboard equipment is kept in the first-floor laundry for your use. Please return the equipment once you are through playing. If playing in the evening there is an on/off light switch at the bottom of the first light.

14. A Utility/File room is located on the third floor next to the elevator. There is available for your use a bridge table, luggage cart and two-wheeler used for moving large items. Christmas

decorations and other house items are stored here. No personal items should be stored in this area except in a major emergency and then only temporarily.

**CONTRACTORS AND ON-SITE WORKMAN adopted 1/26/07.**

Riverdale Arms Owners should inform contractors/workman who will be working in their units or on future apartment renovations of the following Riverdale Arms policy at the time of hiring.

 1. Work may not start until 8:00 a.m. and must conclude daily by 5:00 p.m.

 2. There will be no on-site work in apartments on Sunday.

3. All debris/material from the apartment project or renovation is to be removed from the apartment by the contractor/workman to an off-site location. Building materials/debris/waste cannot be deposited in the dumpster.

4. It is advisable for Unit Owners to verify contractors/workman have a valid Florida License, obtain the necessary permits, is bonded/insured, the work meets current building code requirements, and the individual or company has a clear record at the Better Business Bureau.

**POOL adopted February 9, 2008, revised March 30, 2008, March 8, 2011, March 26, 2011, March 15, 2012, and March 3, 2016. Florida State Laws are posted. Please observe. No Lifeguard on duty. No Diving. Bathing Load: 10 persons**

1. The pool is for the use of members. Member guests and immediate family may use the pool, whether staying overnight or not.

 2. Life preservers and rescue hook are to be used for emergency only – not as playthings.

 3. Pool hours are from 8:00 a.m. until 10:00 p.m.

 4. Children under twelve must be supervised by an adult.

 5. Shower before entering the pool.

6. No chairs are permitted in the pool area and no personal items on pool deck railing i.e., towels, clothing, etc. 3/15/201

7. Food and drinks other than water are not allowed in the pool or pool deck area (the area within the pool fence). For safety reasons only paper cups, plastic glasses and non-glass serving items are allowed on the patio areas during Association gatherings.

8. Please remove all personal items when leaving the pool or patio areas such as towels, chairs, personal lounges, etc.

 9. All trash should be removed, and ash trays emptied.

 10. Umbrellas should be closed at the end of the day.

 11. Because of the size of the pool, floats, etc. are not allowed.

12. The Pool Committee has recommended water temperatures at 87 degrees. (On March 3, 2016, Terri Thorp, President of the 2016 Board of Directors made a motion to change the current pool house rule from 86 degrees to 87 degrees and on cooler days when owners wished to swim, they in conjunction with the pool chairman would come to an agreement using their discretion as to an increase in temperature for that day or period of time.) The pool is not heated in the summer months. The heater is generally turned on when members begin to return in October or November and off the end of April/May.

13. For safety reasons please wait until your bathing suit is mostly dry before leaving the pool area and using the elevator.

14. Do not tamper with any switches regulating the pool as the Pool Committee are the only authorized personnel to do so.

15. Stationary pool and patio furniture may not be moved. Except for chairs for sunning no other personal furniture should be added to the patios.

 **SOUTH AND NORTH PATIO adopted 2/18/2011**.

1. The South & North Patios are common areas and governed by a Florida State Statute, 719.105(2). An owner “is entitled to use the common area in accordance with the purposes for which they are intended, but no use may hinder or encroach upon the rights of other unit owners” therefor the Association will follow the Florida State statute. Common areas will be used for the original purpose: the South Patio for dinning and socializing and the North Patio for sunning, dinning, and socializing. The table on the South Patio will be in the middle of the Patio. No one should monopolize the use of the South or North Patio as this would hinder or encroach upon the rights of other owners.
2. When an owner uses the South or North Patio “please remove all personal items you brought such as towels, chairs, serving items etc. when leaving.”
3. Stationary Pool and Patio furniture may not to be moved. Except for chairs for sunning no other personal furniture should be added to the patios.
4. 4. During Association parties on the patios members will use paper or plastic glasses and non-glass serving items.

**TRASH and RECYCLING**

 1. The trash area should be kept clean.

 2. Please double bag/wrap all garbage securely.

 3. Break up all boxes and cartons and flatten them before throwing them away.

 4. Trash is collected once a week Thursday

5. Recycling items (newspapers, cut up cardboard boxes, plastic, milk cartons, water bottles etc.) do not need to be separated and may be placed in any of the four 93-gallon recycling units in the dumpster area. Collection is usually on Thursday.

**SHUFFLEBOARD**

 1. Members and guests are requested not to walk on the playing surface.

 2. Hours of use are from 9:00 a.m. until 10:00 p.m.

 3. Playing equipment is kept in the first-floor laundry room.

 4. Please return all equipment to the first-floor laundry room once you are through playing.

 5. If playing in the evening there is an on/off light switch at the bottom of the first light.

**LAUNDRY**

 1. The co-operation of everyone is needed to keep the room clean.

2. Keys are provided for each owner. One key will open the three laundry rooms, first floor bathroom and third floor utility/file room.

3. For ventilation, the laundry room door should be left open when washing and drying. Also, doors of the washer and dryer should be left open after use.

 4. Please wipe off equipment and remove lint after use.

 5. Laundry hours are 8:30 a.m. until 8:00 p.m.

6. Please remove all items of laundry when finished. 7. Store all personal items in your assigned lockers.

 **PARKING**

1. Please use your assigned parking space for your car. Owners should have written permission from an owner to park in an alternate space.

 2. Direct guests to a guest parking spot.

3. Enter assigned space front-end first. WATER HOSE 1. The water hose may not be used on the 2nd and 3rd floors for any reason except to drain water heaters. The water hose is prohibited from use on these floors because the water seeps through cracks and vent holes in the railings causing damage to the floors and walkways below.

**INSTALLATION OF FLOOR TILE**

1. Apartment owners must be given approval by the Board of Directors before tiling. 2. All tile, except vinyl and linoleum, must have ¼ inch cork laid underneath as a sound barrier. This requirement does not apply to the first floor.

**RA POLICY REGARDING PETS**

Process for applying for a service dog or emotional (assistance) support dog.

RA association has been a “NO PETS” building for over 50 years. The Association would like to maintain observing the “no pets” allowed policy stated in the introduction to the RA House Rules and has being voted by the majority of current owners during a special meeting held March 7, 2014, with the exception of providing “reasonable accommodations” to an owner of record who has a physical or mental disability and the documentation attesting to how the animal will improve the disability.

When the owner requires a waiver to this policy, the owner will complete the necessary waiver forms and provide the appropriate documentation to their physical or emotional requirements. Otherwise, we are asking all owners to personally cooperate, respect and supervise their relatives and guests and observe and maintain the intent of this long-standing policy “no pets” on RA property which has been in the governing for 51 years.

Documentation of a disability or proof of the disability cannot be asked for if the disability-related need is readily apparent or already known, i.e., blind or wheelchair bound individuals.

 **Otherwise, once the Association receives a disability request the following two questions must be addressed:**

1. Does the person seeking to use and live with the animal have a disability, i.e., physical, or mental impairment that substantially limits one or more major life activities?
2. Does the person making the request have a disability-related need for an assistance animal? In other words, does the animal work, provide assistance, perform tasks or services for the benefit of a person with a disability, or provide emotional support that alleviates one or more of the identified symptoms or effects of a person’s existing disability?

**Process: Before bringing the dog on the property the owner must**:

1. The owner with a disability will request, complete, and submit to the Secretary of the board of Directors a “Request for a service or emotional support animal form” and the other 3 forms in the packet; Animal identification form which will be formally reviewed by the Board for approval or disapproval.
2. The owner with the disability will provide a letter from a licensed Psychiatrist, Physician, Social Worker or Mental Health Professional on their professional stationary verifying the disability and the need for the animal showing the animal provides emotional support that alleviates one or more of the identified systems of an existing disability. The documentation should be signed and dated by the provider who will include their state license number and the owner with the disability. The individual with the disability may use the Medical Request Form in place of the above letter.
3. Provide the Association with the “Animal Identification Form” which includes the SARA# or county pet-license number, copy of the up-to-date animal health/inoculation records as well as fleas and tick’s prevention schedule and a picture of the pet.

**The handler (individual with disability) and the service or emotional support animal will:**

1. The handler will exhibit responsible pet ownership and responsible animal care and will always pick up or clean up any waste elimination and will always try to have the animal void and defecate off property where they will pick up, bag, and trash the waste.
2. The service1 or emotional support animal2 must always be under control, leashed on walkways and common areas, not interfere with the health, safety, walking of residents, no excessive noise, no disturbance of the peace and quiet enjoyment of other residents, relatives, and guests, and **avoid the inter-coastal land, patios, and pool area unless the person with the disability needs the animal to navigate these areas.**
3. When the owner of the emotional support animal is in motion throughout the property (ex: laundry room, balconies, etc.), the animal must remain in the domain of the owner.

**If your animal is out of control and you do not take effective action to control your animal or your animal poses a direct threat to the health and safety of other, you may be asked to remove your animal from the premises.**

1. Service animal: Florida law defines a service animal as an animal (dogs only for RA Association) that is trained to perform tasks for an individual with a disability including, but not limited to, guiding a person who is visually impaired or blind, alerting a person who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting or protecting a person who is having a seizure, retrieving objects, or performing other special tasks.
2. Emotional support animal: An emotional support animal is an animal that benefits a disabled person simply by being present. “Emotional support animals by their very nature, and without training, may relieve depression and anxiety, and/or help reduce stress-induced pain in persons with certain medical conditions affected by stress.”

**Each case must be supported by substantial documentation provided by healthcare professionals and will be examined and reviewed on a case-by-case basis.**

**BREED, SIZE AND WEIGHT**

 - Breed, size, and weight limitations do not apply to a service animal.

 - As for the emotional support animal (assistance animal), the weight is a maximum of 20 pounds and there are also breeds restrictions (dogs with dangerous propensities).

- Disabled owners may be charged for damages caused to property by himself or his service animal.

**POLICY ABOUT GUESTS**

Due to the fact that RA Association is a private association managing a private building, which is not open to general public but to the members and their guests, we do prohibit guests to bring their dogs on the property.

Guests have no special right to bring service animals or emotional support animals with them on the premises of RA Association.

Important: This policy can be modified at any time by RA Association to ensure the wellbeing of the owners of record.

 February 27, 2015

**GENERAL INFORMATION FOR BOARD OF DIRECTORS, the full Chapter 719 regarding Cooperatives can be read or downloaded by going to (www.leg.state.fl.us/statutes)**

1. RA original lease, 7/20/62 (99-year lease).
2. First Annual Meeting 1/15/64
3. 3/10/1980 Three-fourths of the residents approved changing of bylaws to abolish the renting or leasing of apartments.
4. 1/21/1981, Article VI, Section 4. The owner of each apartment will use it as a private dwelling for himself and his immediate family and for no other purpose including business purposes. A motion was made at the annual meeting, seconded, and voted unanimously to accept the above statement and record it at the Court House.
5. At the 1/19/72 annual meeting there was a unanimous vote to purchase the land by February 1, 1973, through a cash payment of $120,000.00 plus cost-of-living increases, lawyer, recording, etc. which was estimated to be $170,000.00. They ended up doing a prorated assessment for $180,000.00 and final cost of $168,287.25 returning $11,712.75.
6. 6. Each unit owner is entitled to the exclusive possession of his/her unit. Use Common area in accordance with purpose for which intended (719.105(2).
7. 11/1/06 The cost of selling or transferring apartments by issuing a new Proprietary Lease and Certificate of Membership is $150.00. There is no charge when one of the registered co-owners or spouses die and a new lease is drawn up for the remaining co-owner or spouse. There is an extra $100.00 charge when a lawyer or Title Company requests additional research on past ownership of apartments, etc.
8. 4/26/1990 & 12/10/06 Owners can install storm shutters @ owners’ expense in keeping with the style of the shutters already installed. Any other changes, i.e., windows must be made by filling out an Architectural Form, submitting it to the President and obtaining permission from the Board of Directors prior to ordering or contacting a contractor.
9. 719.104(c) the records of the Association shall be made available to a unit owner within 5 days after the receipt of the written request. If not done in 10 days creates a rebuttable presumption the Association willfully failed to comply and owner is entitled to actual damages, 50% per calendar day up to 10 days starting on the eleventh day. Duplication costs .12 cents per page.
10. 719.106(2) when owners file a written inquiry by certified mail with the Board of Administration the Directors shall respond in writing to the unit owner within 30 days of the receipt of the inquiry – give a substantive response – notify owner if a legal consult is needed, if legal then the reply may be longer (60 days).
11. Debit Cards will no longer be used. Directors will be reimbursed for pre-approved expenditures when expense slips are given to the Treasurer.
12. Windstorm Insurance coverage for a group can be created if coverage is sufficient to cover an amount equal to the probable maximum loss for the communities for a 250-year windstorm event by state statute, 719.104(3)(a).
13. Audits are not required, nor do they apply to a co-op consisting of 50 units or less (719.501(1)(j).
14. 719.104(d) all contracts for work to be performed. Bids for work performed shall also be considered official records and shall be maintained for a period of a year as should ballots,

Sign-in sheets, voting proxies and all other papers relating to voting by unit owners 719.104 (10).

15. 719.3026 Contracts for service must be in writing. If contract requires payment by the Association in an amount which in the aggregate exceeds 5% of the Association Budget, including assessments, the Association shall obtain competitive bids for materials, equipment, or services. The Association is not required to accept the lowest bid. Contracts with a 30-day cancellation notice are not subject to competitive bids.

16. If an inspector sees stored items in the elevator or electrical rooms the Association can be fined. RA Association can also be fined if all walkways do not have a 36-inch clear walking area end to end.

17. A Florida Statute, passed in 2010, now requires all board members within 90 days after being elected or appointed to the board, each newly elected or appointed director shall certify in writing that he/she has read the association’s declaration of condominium, articles of incorporation, bylaws and current written policies, that he/she will work to uphold such documents and policies to the best of his/her ability and that he/she will faithfully discharge his/her fiduciary responsibility to the Association’s members. In lieu of this written certification, the newly elected or appointed director may submit a certificate of satisfactory completion of the educational curriculum administered by a division-approved condominium/Co-operative/Homeowner Association education provider. A director who fails to timely file written certification or educational certificate is suspended from service on the board until he/she complies with this.

18. At the 2016 Board of Directors Meeting on October 4, 2016 the Board voted to add an additional requirement to the RA vetting process of new members/prospective buyers in addition to providing a copy of the Realtor sales & purchase agreement for the apartment they expect to buy, complete a new owner form, provide copies of Driver’s licenses, 4 letters of recommendation, 2 personal references, 1 business, 1 bank reference and “ a formal personal credit report from one of the three credit Agencies (www.Equifax.com (800) 685-1111, www.experian.com (888) 937-3742, www.Transunion.com (800) 888- 4213)”, along with a personal interview, approval of the Board of Directors at a formal meeting and the successful conclusion of negotiations at the closing date. Updated October 18, 2016

19. At the Board of Directors meeting on July 8, 2021, the Board voted to delete and revise the past process of infraction notification to a three-step notification procedure as there only have been 5 individuals in the 58-year history of RA who have needed a notification. In addition to the notifications the individual requiring a notification for failing to observe the RA documents will also be charged immediately for all expenses associated with the notification including attorney fees, drafting & sending registered mailings and any long terms expenses required to oversee and carry a deficit account for the individual’s apartment until the transfer and closing date will be included along with any direct or indirect damage to another members personal property.

20. At the Board of Directors meeting on July 8, 2021, the Board clarified the use of privately owned security cameras. Article IX, Section 5 does not allow installing security cameras on any RA common area as it is an infringement of privacy for members and guests. A member may install a personal security doorbell and an internal apartment security camera for their personal safety and their belongings, but cameras cannot be pointed out a window to common area due to the privacy issues.

Revision dates: 1/1998, Water Hose 2000; Floor Tile 3/2002; Pool 3/26/07; Contractors & Recycling 1/26/2007; Pool 2/9/2008; Pool 3/30/2008; Association Contracts 2/2/08; North & South Patios 2/18 and 3/8/2011, 3/15/2012 pool, 3/31/14 RA Pet Policy, 2/27/2015 Directors & Owner/Guest Infractions, 3/3/16 Pool temperature raised 1 degree to 87 degrees, formal personal credit report from one of the agencies 10/4/2016. The Revision of the Infraction notification method, and all expenses to notify e was revised and a Security camera house rule on July 8, 2021. August 19, 2021 approved an ESA for apartment 101.

**Latest update 8/19/21**