

GREENWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC. POLICIES, PROCEDURES, RULES AND REGULATIONS

The following Policies, Procedures, Rules and Regulations ("Rules") have been adopted by the Greenwood Village Condominium Association, Inc.'s ("Association") Board of Directors ("Board") on 27th day of September 2022. These Rules are intended to supplement and be used in connection with the Declarations of Condominium for Greenwood Villages No. One, No. Two, No. Three, No. Four, No. Five, No. Six(A), No. Six(B), No. Six(C), No. Six(D), No. Six(E), No. Seven, and No. Eight (collectively, the "Declarations"), the By-Laws of the Association and Articles of Incorporation of the Association, as the same have been amended from time to time (collectively, the "Governing Documents"). These Rules are intended to supersede and replace all prior policies, procedures, rules and regulations promulgated by the Association.

I. DEFINITIONS AND INTERPRETATION OF POLICY:

1. The definitions of the capitalized terms in these Rules, unless otherwise defined herein, shall have the same meaning as those set forth in the Declarations.
2. For the purposes of these Rules, "Guest" shall mean and refer to any person(s) visiting a Resident overnight.
3. For the purposes of these Rules, "Resident" or "Residents" shall mean and refer to any (i) tenant(s) approved by the Association to reside in an apartment; and (ii) apartment owner who has not leased his or her apartment; and such apartment owner's immediate family.
4. For the purposes of these Rules, "Visitor" shall mean and refer to any person(s) visiting a Resident but not staying overnight.
5. All rights, powers and remedies provided by these Rules may be exercised only to the extent that the exercise thereof does not violate any applicable laws and these Rules are intended to be limited to the extent necessary so that they will not render these Rules invalid or unenforceable. If any one of these Rules or any subpart of such Rule is held to be invalid, illegal or unenforceable, the validity of the other Rules and subparts set forth herein shall in no way be affected thereby, and the invalid, illegal or unenforceable Rule or subpart shall be modified, if possible, such that it becomes valid, legal and enforceable. If the Rule or subpart cannot be so modified, such Rule or subpart shall be deemed not to be contained in these Rules.
6. Nothing in these Rules shall be deemed a waiver of the Association's rights and remedies available to it at law and in equity whether such rights and remedies arise under Florida law or the Governing Documents. All such rights and remedies are cumulative.

II. RECREATION BUILDING:

1. ENTRY CARDS to the recreation building ARE NOT TRANSFERABLE.
2. There shall be no smoking of any kind, including vaping, in the Association's Recreation Building Facility, including but not limited to the building itself, pool area, tennis courts, shuffleboard courts, building entrances and exits, balconies, spa, restrooms, or meeting rooms: nor shall there be any smoking of any kind, including vaping, within twenty-five (25') feet of any of the foregoing.
3. The recreation building OPENS at 7:00 A.M.; CLOSES at 9:00 P.M. during standard time and 9:30 P.M. during daylight savings time.
4. The primary purpose of the meeting/recreation hall and kitchen is for Association meetings, social events/activities that are open to all Residents. These events have priority over other functions.
5. No commercial or outside organizational functions are permitted.

6. Contact the Association's management for leasing information, e.g., fees and availability of recreation hall and other requirements.

7. Apartment resident(s) must pre-register guest(s) at the Association's office prior to using recreational facilities.

8. All facilities located in recreation area are open to the Residents and their Visitors or Guests provided the Visitors or Guests comply with the Governing Documents. Residents are responsible for any and all damages caused by their Visitors or Guests.

9. A responsible adult or parent must accompany children under the age of 14.

10. Additional Rules for the amenities (e.g., pool, sauna, whirlpool, weight room) are posted in the respective areas, and all users are required to comply with such posted rules in addition to the Rules set forth herein.

11. All facilities are used at the risk of the user(s).

12. No lifeguards or attendants are available for monitoring.

13. Glass and other breakable drinking containers are not permitted on the first floor of the Recreation Building or in any adjoining area thereof.

III. USE OF MEETING/RECREATION HALL & KITCHEN OF CLUBHOUSE:

1. Residents may request use of hall/kitchen for a charge of \$25 and a security deposit of \$100 which will be refunded provided all conditions are met. \$100 could be forfeited if any rules are abused or there is damage to the facility.

2. Residents requesting use of the hall/kitchen for personal/private functions must be "personally hosting" the event (i.e., the host). No other facilities in the recreational building, such as the pool, tennis courts, sauna, steam room and weight room, may be used.

3. Attendance shall be limited to one hundred (100) people.

4. The host must be in attendance during the entire period of event use.

5. The host will furnish all supplies, equipment, and decorations.

6. The host must provide persons to assist at the main entry gate, the clubhouse front door entry and the parking area.

7. The host is responsible for locking the building as well as for any and all damages to the carpet, furnishings, kitchen and other property belonging to the Association caused by their Visitors, guests, and invitees.

8. Alcoholic beverages may be consumed but not sold.

9. No outside items, i.e., tables, chairs, etc. are permitted.

10. The Association's property shall not be removed from the premises.

11. Decorations shall not be taped, stapled, tacked, or otherwise affixed to the walls, ceiling, pictures, light fixtures, etc.

12. All doors and windows must remain CLOSED when air conditioning is in use.

13. Parking is permitted only in the recreation building parking spaces. No parking on the grass areas or upon the street. There shall be no blockage of vehicular traffic. Any overflow parking must be arranged for by the host prior to the event.

14. The banquet room and kitchen must be left in the same condition as found, e.g., table and chair arrangement, removal of trash/decorations, cleanliness and returning the air conditioning setting to 78 degrees.

15. Disposal and removal of items left after the event will be at the discretion of the Manager.

16. The Manager will inspect and determine whether all conditions have been met before returning the security deposit in full or in part. The host shall reimburse the Association for any cost or expense greater than the security deposit.

17. The recreation hall/kitchen must be vacated by 10:30 P.M.

IV. RV PARKING AREA:

1. The designated area for parking licensed RVs and non-commercial utility trailers (not suitable for indoor or outdoor garage parking) is located on the north side of Greenwood Village.

2. RVs shall include motorhomes, travel trailers, pop-ups, pick-up campers, and trailered boats.

3. Licensed non-commercial utility trailers can only be parked in spots 6, 7 & 8.

4. RV parking fees are determined by the Board and paid to the Association. The cost for RV parking is available at the Association office.

5. The licensed RVs and non-commercial utility trailers must be the property of a Resident.

6. Residents renting an RV space must ensure that no loose items will be maintained in the RV area which could become "a flying object" causing potential damage to other equipment/ persons.

7. The Association office shall (i) assign spaces; and (ii) keep an up-to-date record of assignments.

8. RVs and non-commercial utility trailers may only be parked near a Resident's apartment for the purpose of loading/unloading and charging, for a maximum of two (2) days. Such use & parking shall not disrupt nor interfere with ingress or egress of other Residents.

9. Vacant spaces in the RV designated area may be assigned for parking trucks, vans, cars, etc. on a "temporary" (not permanent/limited time) basis. Residents with temporary spaces must agree to immediate removal if additional space is required for a licensed RV. If more than one temporary assignment exists, the most recent assignment will be cancelled, and fees will be adjusted on a pro-rata basis.

V. PLAYGROUND:

1. Playground shall be open from 9:00 A.M. until dusk.

2. Residents shall be held accountable for any and all damage caused by their Visitors and Guests.

3. A RESPONSIBLE ADULT shall be present with the Visitors and Guests while using the playground.

4. Destruction and graffiti are prohibited.

5. No pets, bikes, food or drinks in glass containers are allowed in the playground area.
6. Accompanying adults are required to assist in the enforcement of the playground rules.

VI. USE OF POOL, POOL AREA, SAUNA, STEAM ROOM, HOT TUB, AND WEIGHT ROOM:

1. **ENTRY CARDS ARE NOT TRANSFERABLE** to anyone who is not a lawful resident.
2. Inexperienced swimmers are not allowed to use the pool without an experienced swimmer present. Children under the age of 12 must be accompanied by an adult.
3. There shall be no smoking of any kind in the Association's Recreation Building Facility, including but not limited to the building itself, pool area, tennis courts, shuffleboard courts, building entrances and exits, balconies, spa, restrooms, or meeting rooms; nor shall there be any smoking, including vaping, within twenty-five (25') feet of any of the foregoing.
4. Bathing suits are required in the pool and hot tub (cut offs are not permitted).
5. Any person who is incontinent must wear appropriate waterproof clothing.
6. All persons shall shower prior to entering the pool or the hot tub.
7. Running, screaming or excessive loud noises are not permitted.
8. Glass containers of any kind are not permitted in these areas.
9. Water guns are not permitted in these areas.
10. Use of headsets is encouraged for any audio equipment.
11. Return all free weights, barbells, dumbbells, weight benches, etc. to their proper place after use.

VII. MISCELLANEOUS RULES:

1. Any apartment owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Space Force, Marine Corps, or Coast Guard regardless of any declaration rule or requirements dealing with flags or decorations. Placement of the flag shall not interfere with the egress and ingress by residents into common foyer of the building.
2. Maximum speed limit in Greenwood Village is 15 MPH.
3. **NO signs shall be posted on the grounds of Greenwood Village.** A realty "open house" sign may be temporarily placed outside of the fence at the entry gate upon seventy-two (72) hours' notice to the Association's management for approval.
4. Decorations for the holiday season (by way of example, and not limitation, Christmas, Hanukah, Kwanzaa, New Year's Eve and New Year's Day) are permitted from the week prior to Thanksgiving through the second week in January. Other holiday seasonal décor not part of the holiday season (by way of example, and not limitation, Valentine's Day, the Fourth of July and Halloween) is permitted two (2) weeks prior and one (1) week after the holiday. No decorations are to be placed on any grassy area which impede lawn service.
5. Lights are only permitted to be hung by using non-permanent and non-destructive hanging devices

and methods such as cup hooks.

6. No lawn or other outdoor ornaments, sculptures or decorations of any type or kind are permitted to be placed, installed, or maintained on the Common Elements or otherwise outside of the apartment, including any outdoor patios, without the prior written approval of the Board and the prior written approval of the majority of the building's Residents; provided, however, no more than two (2) lawn or other outdoor ornaments, sculptures or decorations are permitted and in no case shall any lawn or other outdoor ornaments, sculptures or decorations be placed, installed, or maintained in a manner that impedes the lawn and landscaping maintenance.

7. No solar lights or other similar lighting fixtures are permitted on Common Elements or otherwise outside of the apartment without the prior written approval of the Board. All solar lights or other similar lighting fixtures shall be installed in the landscaping beds and shall not in any way impede lawn and landscaping maintenance.

8. No more than two (2) potted plants may be placed, installed, or maintained per front entry of the buildings provided such potted plants have been approved in writing by the Board and by a majority of the building's Residents.

9. Patios that extend outside of the first-floor units will be limited to four (4) potted plants.

10. All potted plants approved and permitted under these rules shall be elevated.

11. All patio furniture needs to be kept and maintained in clean, presentable condition, and shall not be placed in a manner that extends beyond the boundaries of a patio.

12. Except as specifically provided for herein, nothing, including by way of example, and not limitation, benches, swings, chairs, and tables may be placed on or around the area outside the entry to the vestibule without agreement by the owners of apartments served by that vestibule.

13. No estate sales or individual garage sales will be held in Greenwood Village.

14. **Quiet hours are 10:00 PM to 7:00 AM.**

VIII. LANDSCAPING:

1. All plants to be planted in Greenwood Village must be consistent with the existing landscaping in Greenwood Village.

2. All planting must be done in existing planting beds. New planting beds will not be started without the written approval of the Board.

3. All trees, shrubs and new planting beds require prior approval before planting. The Association reserves the right to remove any plantings. All requests for planting or exception to these Rules must be submitted in writing prior to planting to the "Landscape Committee". Requests must be endorsed by the Landscape Committee, then approved by the Board.

4. Annuals, perennials and such plants may be planted in existing planting beds adjacent to or in close proximity to your building.

5. Any and all plants must be salt tolerant.

6. Any and all items that are planted in the common elements and property become the exclusive property and responsibility of the Association.

7. Dead, withered or unsightly plants shall be removed by the Association as advised by the Landscape Committee.

8. Residents shall keep ground level patios and balconies clear of pine needles, cones and other debris.

9. Farming shall not be allowed within the Greenwood Village boundaries.

10. Vines and climbing plants are prohibited on the Association's common elements or property.

11. Feeding of birds and wildlife is prohibited due to possible rabies hazard.

12. No apartment owners or Resident shall mow, cut, trim, prune, rake, blow, disturb any portion of the lawn and landscaping without the prior written approval of management.

IX. PATIO INSTALLATION GUIDELINES:

1. Except as specifically set forth in these Rules, no other installation, modification, or change shall be permitted on or to the common elements or property.

2. No patio, patio like area, or extension of a patio ("Patio") may be installed without first being approved in writing by the Board.

3. Apartment owners shall complete and submit to the Association an application using the form(s) provided by the Association along with any other paperwork and information required by the Board for its review of the Patio.

4. The Board shall not review an application for the installation of Patio until all form(s), paperwork and information are completed and provided.

5. Any proposed Patio submitted to the Board shall comply with these and all rules and regulations governing the installation of Patios as may be adopted and amended by the Board from time to time, and the failure to do so shall result in the denial of the application.

6. Patios shall meet the following criteria:

i. All Patios shall have equal sides (i.e., a square), and shall not exceed twelve feet (12') by twelve feet (12');

ii. All Patios shall be contiguous to the rear of the apartment with access to and from the rear door of the porch or apartment;

iii. No Patio shall extend beyond the side boundaries of the porch appurtenant to the apartment;

iv. All Patios shall be installed so the highest point of the Patio is at or below the lowest point of flooring of the porch appurtenant to the apartment;

v. Patios shall only be made of concrete or pavers (tiles, wood, wood decks, composite materials of any type or kind are prohibited);

vi. Patios shall be natural stone in color;

vii. Patios shall not be painted, stained, or otherwise colored other than as provided in these Rules and Regulations; provided, it is recommended the Patio be sealed with an anti-skid material.

7. Fire pits, kitchens, and other built-in items are prohibited on or around a Patio.

8. Fencing of any type or kind is prohibited on or around the Patio.

9. Apartment owners are encouraged to utilize the least destructive methods available for the installation of the Patio; provided, however, the installation of a Patio shall not cause irreparable damage to any other portion of the Condominium property including the common elements or other apartments.

10. Apartment owners are solely and exclusively responsible for the maintenance, repair, and replacement of any portion of common elements which the Patio encroaches upon or is damaged as a result of the installation of the Patio.

11. Apartment owners are solely and exclusively responsible for the installation, maintenance, repair, and replacement of the Patio serving their apartments.

12. In the event the Association is required to access any portion of the common elements on which the Patio is installed, and the Association is required to remove the Patio to access such common elements, the apartment owner shall be solely and exclusively responsible for all costs associated with the removal of the Patio and all costs associated with the replacement of the Patio.

13. In the event an apartment owner desires to replace the Patio after it is removed by the Association as provided herein, the apartment patio shall repair, replace and restore the Patio utilizing the same size, shape, materials, color and identical in all other aspects to the Patio removed by the Association. If the apartment owner desires to change, alter, or otherwise modify the Patio, such apartment owner shall submit an application as if the Patio were being installed for the first time in accordance with these Rules.

14. In the event an apartment owner is desirous of removing a Patio, the apartment owner is solely and exclusively responsible for restoring the common elements to the condition they were in prior to the installation of the Patio and shall be solely and exclusively responsible for the costs associated with the same.

15. Apartment owners are responsible for ensuring any installed Patio is and remains in compliance with all federal, state, or local laws, codes and regulations, and consistent with all applicable building codes or recognized safety standards, for the protection of persons and property.

16. In approving a Patio, neither the Association nor the Board certifies the structural safety or integrity of the Patio, compliance with any building, zoning, health, safety or similar code or standards. Where applicable, any additional approval(s) shall be separately obtained by the apartment owner.

17. To the fullest extent permitted by law, with regard to Patios installed on common elements, the apartment owner, their heirs, successors in title and assigns, will forever indemnify and hold harmless the Association, its officers, directors, representatives, agents, employees, members, and all other apartment owners in the Condominium and the tenants, guests and invitees of all other apartment owners from and against any and all liability (including statutory liability), claims, suits, liens, judgments, damages, losses and expenses, including reasonable attorneys' fees and all court costs (including attorneys' fees and court costs incurred on appeal), arising or alleged to have arisen in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting, arisen or alleged to have arisen from the approval, construction, insurance, inspection, existence, maintenance, repair replacement, care, removal or reinstallation of any Patio located on common elements.

X. HURRICANE SHUTTER SPECIFICATIONS:

1. Apartment owners must submit specific descriptions and installation plans to the Association's office for review by the Board.

2. Mounting fixtures for installing the shutters must be non-obtrusive and exposed areas colored to blend with adjacent siding of the building exterior.

3. Apartment owners must comply with the Resolution adopted October 26, 1993 and recorded in the Public Records of Brevard County Florida regarding Hurricane Shutters.

4. Apartment owners are responsible for installation and insertion of shutter panels and associated hardware when an advisory is issued by local authorities of a Hurricane Watch or Severe Storm Warning.

5. If apartment owner is out of town, owner must have a responsible person to install and remove the hurricane shutter panels and provide the Association with the name and contact information of this person.

6. Apartment owners must remove shutter panels and associated hardware within seven (7) days after the cancellation of Hurricane Watch or Severe Storm Warning.

7. Hurricane shutters must be maintained and stored at the apartment owners' expense.

8. Applications for installation must be approved by the Association's Board.

XI. SATELLITE DISHES:

1. Residents living in Greenwood Village shall submit a request to install a satellite dish on their limited common element.

2. Placement of the satellite dish shall be on their limited common element (i.e., screen porch or balcony).

3. There shall be no satellite dishes installed in the front of the buildings.

4. Satellite dish cables shall not pass-through common elements or property.

5. The maximum satellite dish extension from the building (the outer wall adjacent to the door from living room/dining room to the porch or balcony) shall be 3 ft.

6. Maximum diameter of the dish is 18".

XII. ANIMALS:

1. Only apartment owners may have pets in Greenwood Village so long as such pets do not exceed twenty (20) pounds.

2. Tenants, their Guests and Visitors and invites are prohibited from bringing and keeping pets of any type or kind in Greenwood Village.

3. All pets in Greenwood Village must be registered with the Association. Forms are available from the Association office.

4. All dogs and cats in Greenwood Village must be kept on a leash whenever upon the common elements and property of Greenwood Village. Greenwood Village common elements and property include that exterior area surrounding Greenwood Village beyond the fencing which the Association owns and for which it is responsible for appropriate care and upkeep.

5. Apartment owners, their Guests, Visitors, and invitees are required to clean up after their animals. This means collecting any and all feces and repairing any damage, if any, to the Greenwood Village

common elements and property.

6. Animals may NOT be tethered outside UNATTENDED. Animals will be on a tether with a responsible person in attendance.

7. Apartment owners may have a maximum of two (2) pets per apartment each not to exceed 20 lbs. when fully grown.

8. All pets must be kept up to date on all shots and all dogs must bear a current tag, and the condominium owner shall provide proof of the same to the Board of the Association upon request.

XIII. BUILDING SECURITY/STORAGE:

1. Building security is imperative. In order to enhance building security and the protection of personal property, garage doors shall not be unattended when open.

2. All building entry doors shall be kept closed at all times when not in use for ingress/egress. Although not a rule, apartment owners and/or occupants are encouraged to keep individual apartment entry doors locked to further enhance building security.

3. Every apartment owner has an equal right to the use of the common storage space in the attic above the garages for non-perishable, non-flammable, non-dangerous personal, household and family effects. The space will be restricted to only the area over the apartment owner's garage.

XIV. LEASING OF APARTMENTS:

THE ASSOCIATION CONDUCTS ITSELF IN ACCORDANCE WITH THE FAIR HOUSING ACT AND ITS EQUIVALENT AND DOES NOT DISCRIMINATE BASED ON RACE, CREED, COLOR, RELIGION, AGE, SEX, HANDICAP, FAMILIAL STATUS, NATIONAL ORIGIN OR ANY OTHER PROTECTED BASIS OR CLASS. THE ASSOCIATION AND ITS BOARD, AGENTS OR EMPLOYEES, SHALL NOT BE LIABLE TO ANY PERSON WHOMSOEVER FOR THE APPROVING OR DISAPPROVING OF ANY PERSON PURSUANT TO THESE RULES OR ITS GOVERNING DOCUMENTS OR FOR THE METHOD OR MANNER OF CONDUCTING THE INVESTIGATION.

1. No apartment may be leased (as the term is defined in the Declarations) for a period of three hundred and sixty-five (365) from date the apartment owner acquires title to the apartment.

2. After the expiration of the of three hundred and sixty-five (365) day period, all lease or occupancy agreements for occupancy and use of an apartment ("Lease Agreement") and any tenant(s) named in such Lease Agreement ("Prospective Tenant(s)") shall be subject to the provisions of these Rules including the Lease Application Review Process set forth in these Rules ("Lease Review Application Process").

3. All renewals or extensions of Lease Agreements shall be subject to the provisions of these Rules including the whether the Lease Agreement or Prospective Tenant(s) under such Lease Agreement, or both, were previously approved in accordance with these Rules and Governing Documents.

4. At least thirty (30) days prior to commencement of the term of a Lease Agreement, any apartment owner desiring to rent his or her apartment or renew or extend any Lease Agreement beyond its original term shall submit his or her Lease Review Application (as defined below) to the Association to start the Lease Review Application Process.

5. All forms, paperwork, documents, acknowledgements, and payments, as may be reasonably required, established and determined from time to time by the Board (collectively, the "Lease Review

Application") to complete the Lease Review Application Process set forth in these Rules shall be submitted to the Association's property manager, or other contact approved by the Board. The Association shall be entitled to charge the maximum permitted by law for the Lease Application Review Process.

6. Within thirty (30) days of the Association's receipt of the completed and signed Lease Review Application (collectively, the "Completed Application"), the President shall complete its review of the Completed Application and provide the apartment owner(s) with written notice regarding whether the proposed Lease Agreement and Prospective Tenant(s) have been approved or disapproved. Notwithstanding the foregoing, if an apartment owner submits an incomplete application, does not remit any required payment required under these Rules or the Governing Documents, or otherwise fails to comply with the Governing Documents or these Rules, the Board shall not be required to review an apartment owner's application for approval of any Lease Agreement or Prospective Tenant(s).

7. The Association shall use the following criteria to review Completed Applications as part of the Lease Application Review Process; provided, however, if the Association does not exercise its right to obtain a background check(s) on the Prospective Tenant(s), those portions of the criteria related to items discovered through a background check shall not apply:

i. Any Completed Application not conforming to the provisions and restrictions of these Rules and the Governing Documents shall be denied.

ii. Any Completed Application may be denied if the application on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate any person seeking approval intends to conduct himself/herself/themselves in a manner inconsistent with the Governing Documents. By way of example, but not limitation, a tenant taking possession of the apartment prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Governing Documents and these Rules and may constitute grounds for denial.

iii. Any Completed Application shall be denied if any person named in the Completed Application caused the Association to incur any type of expense, cost, fee or charge including, attorneys' fees and costs, because such person (i) damaged, defaced or destroyed the Association's personal property, the Common Elements or any apartment whether through neglect or willful act; or (ii) failed to comply with or adhere to Association's Governing Documents and any policies, rules and regulations promulgated by the Association whether as an apartment Owner, Occupant, Prospective Tenant, Tenant, Guest, Visitor, or Invitee.

iv. Any Completed Application for an apartment and/or apartment owner delinquent in the payment of any assessments or other monetary obligations to the Association shall be denied unless the apartment owner of the apartment agrees in writing that all rents and other payments due under the lease in the Completed Application be remitted directly to the Association until such time the apartment owner's assessments or other monetary obligations are paid in full.

v. Any Completed Application shall be denied if the background check performed by the Association on any person named in the Completed Application discloses any eviction(s) within the last ten (10) years.

vi. Any Completed Application shall be denied if the person seeking approval (which shall include all proposed occupants or residents) has been convicted of, plead no contest to, or has been released from incarceration, probation or community control for:

a) a capital, first or second-degree felony involving violence to persons within the past twenty (20) years;

- b) a first- or second-degree felony involving illegal drugs within the past ten (10) years;
- c) any other felony within the past five (5) years; or
- d) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred.

vii. Any Completed Application shall be denied if the person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction occurred or when that label occurred.

viii. Any Completed Application shall be denied if the person seeking approval is currently on probation or community control for a felony.

ix. Any Completed Application shall be denied if the person or apartment owner seeking approval has failed to provide the information, fees or appearances required to process the application in a timely manner or has made material misstatements or withheld material/information during the application process.

8. The President may delegate its authority to review, approve or disapprove any Completed Application to any director, officer or manager so long as such person complies with the Governing Documents and these Rules.

9. Any payments remitted to the Association in connection with the Lease Review Application Process are not refundable regardless of whether the Association approves or disapproves the Lease Agreement and/or Prospective Tenant(s).

10. When an apartment owner leases his or her apartment to a tenant, such tenant shall have all use rights in the association property and those common elements otherwise readily available for use generally by apartment owners and the apartment owner **shall not** have such rights except as a Visitor or Guest of another Resident, unless such rights are waived in writing by the tenant.

11. The apartment owner has access rights to the unit as a landlord, pursuant to Chapter 83 of the Florida Statutes.

12. No person or Tenant shall be permitted to remain in any apartment if such person or Prospective Tenant(s) and/or his/her/their Lease Agreement is/are not approved in accordance with the Governing Documents and these Rules; provided, however, such person shall comply with the Governing Documents and these Rules while in Greenwood Village.

13. If the Lease Review Application Process is not completed, then at any time after receiving knowledge of a transaction or event whereby an apartment is transferred or leased, the Association, at its election, may approve or disapprove the transaction or lease, as if it had been given the appropriate notice as of the date it receives knowledge of the transaction or lease

14. If material misstatements or misrepresentations are found after a Completed Application is approved by the Association, the Association may commence termination proceedings against Apartment Owners, Tenants, or other persons occupying the apartment

15. The apartment owner shall be responsible for the conduct of the tenants (whether approved or not, occupants, Prospective Tenant(s), Visitors, Guests and invitees.

16. The Association may commence proceedings to terminate, evict or remove, or to compel the apartment owner to terminate, evict or remove, any Lease Agreement and/or Occupant, Tenant, Prospective Tenant, Guest, Visitor, or other Invitee from an apartment and Greenwood Village for failure to comply with the Governing Documents and these Rules.

XV. REFILLABLE PROPANE TANKS:

1. A propane tank (20lbs or less) which is refillable shall not be stored or used within the unit, garage or enclosed rear porch/balcony.
2. Refillable propane tanks (20 lbs. or less) may be stored on the rear screened porch/balcony.
3. Propane cooking grills may be stored on rear patios.

XVI. SPEAKING AT BOARD OR COMMITTEE MEETINGS:

1. Any apartment owner desiring to speak at meetings of the Board or meetings of a committee of the Association shall be entitled to do so with respect to all designated agenda items. An owner does not have the right to speak with respect to items not specifically designated but may do so at the discretion of the chair.
2. Any apartment owner desiring to speak before a meeting must file a written request with the chairman of the meeting prior to the commencement of the meeting. The request shall state the subject to which the apartment owner wishes to address.
3. No apartment owner may exceed more than three (3) minutes with respect to any subject upon which the apartment owner is recognized to speak. At the conclusion of his or her remarks, an owner shall refrain from further comments or remarks as a courtesy to the next speaker(s).

XVII. RECORDING & VIDEOTAPING BOARD & MEMBERSHIP MEETINGS:

1. Any apartment owner desiring to utilize audio or video equipment at meetings of the Board or membership shall notify the Board of such owner's intention at least twenty-four (24) hours prior to the meeting.
2. All equipment shall be assembled and placed in position prior to the commencement of the meeting in the location designated, and no one videotaping or recording a meeting shall be permitted to move about the meeting room in order to facilitate the recording.
3. No equipment shall be permitted that produces distracting sounds or light emissions.

XVIII. WRITTEN INQUIRIES:

1. The handling of all written inquiries made pursuant to Section 718.112(2)(a)-2, Florida Statutes, or any successor provision having a similar purpose shall be governed by the following Rules.
2. A member may submit no more than one (1) inquiry per thirty (30) day period. For purposes of these Rules, "member" shall mean collectively all co-owners of an apartment in the Association.
3. The Association shall not be obligated to respond to any inquiry unless typed or legibly printed, dated and signed by the apartment's voting member, and sent via certified mail, return receipt requested, to the Association in care of its property manager, or the Association's president, if the Association does not have a property manager.
4. If the Association receives more than one inquiry from a member in any thirty (30) day period, the Association shall respond to the first inquiry within thirty (30) days, to the second inquiry within sixty (60) days and so on every thirty (30) days thereafter until the Association has responded to all of the inquiries.
5. For purposes of determining the number of inquiries received, each question posed, including parts and sub-parts of questions posed in a single inquiry, shall be deemed additional inquiries to the extent

that they exceed a total of three (3) questions in a single inquiry. The Association shall respond to such additional inquiries in a subsequent thirty (30) day periods, as specified in Rule 3 above.

6. The Association's response to written inquiries shall be further limited to no more than two type-written single-spaced 8.5 inch by 11inch pages containing substantive information in a narrative form response to the inquiries. The Association shall answer inquiries in the order received. If the Association requires additional pages to respond to inquiries, the Association shall treat such inquiries as additional inquiries. The Association shall respond to such additional inquiries in subsequent thirty (30) day periods, as specified in Rule 3 above.

7. Except to the extent permitted by law or court order, no member in litigation may use written inquiries in lieu of or in addition to discovery procedures in the litigation established by court rule. If, in the sole judgment of the Association's legal counsel, an inquiry is or may be calculated to lead to discoverable evidence in any litigation, the response to the inquiry shall so state, and this shall be deemed to be a substantive response to the inquiry.

8. No inquiry shall be used in lieu of a request to inspect records.

9. If the answer to an inquiry may be readily determined by reference to one or more official records, including but not limited to the Association's minutes, it shall be an appropriate substantive response to invite the member to inspect the official records in lieu of any other written response.

10. No member's inquiry shall be substantially duplicative of that member's prior request to inspect records that have been inspected within the past sixty (60) days.

11. No member's inquiry shall be substantially duplicative of a prior inquiry that the Association has answered for that member within the past sixty (60) days.

12. No inquiry shall be made solely or primarily for the purpose of harassment. No inquiry may have the effect of materially harassing any other person.

13. No inquiry shall seek information subject to a legal privilege.

14. No inquiry may seek the mental impressions of a person not an officer, director or agent of the Association at the time the Association becomes obligated to respond to the inquiry.

15. No inquiry may seek information from an officer, director or agent of the Association that is primarily personal in nature and not directly related to their position or actions as an officer, director or agent of the Association.

16. Inquiries that violate any of the foregoing Rules shall be deemed a nullity and it shall be an appropriate substantive response to such inquiry for the Association to indicate the rule violated and the factual basis for deeming the inquiry to be a violation.

17. The Association shall have the right to institute appropriate legal proceedings to enforce these Rules. Recovery of attorneys' fees and costs shall be governed by applicable law.

18. If an inquiry relates in whole or in part to any document or portion thereof, or to any statement previously made or alleged to have been made by any person, then as part of the inquiry the inquiring member shall be obligated to supply the Association with a complete copy of the document, highlighting the portion or portions relevant to the inquiry and to produce all quotations verbatim, identifying the maker of the statement and the date, time and place on which it is made. Inquiries lacking this information shall be deemed a nullity.

19. No inquiry shall ask purely hypothetical or speculative questions that call for the answering party

to state what would or could have happened if facts or circumstances not then actually known or available to the actor(s) had been available and known.

20. No inquiry shall be deemed to have been properly delivered as required by law unless the inquiry recites on its face a statement that it is being sent via certified mail, return receipt requested, and also lists thereon the complete United States Postal Service certified mail receipt number.

21. The Association shall be under no obligation to provide answers to any inquiry for which the Association incurs any expenses in determining or providing the answers if the member making the inquiry shall have an unpaid outstanding obligation to the Association related either to prior responses to inquiries or prior inspection and copying of records, whether pursuant to Chapter 718, Florida Statutes or pursuant to discovery in court proceedings. In the event that such an outstanding obligation exists, the Association prepares two responses to the inquiry. The first shall contain a substantive response to the inquiry. The second shall advise the member of the outstanding indebtedness, which shall be itemized with particularity. The original of the substantive response and a copy of the second response shall be delivered by the Association to its legal counsel to be held in escrow until the outstanding obligation shall have been paid in full, at which time the substantive response shall promptly be delivered to the member.

22. If the facts and circumstances clearly indicate to the Association that the inquiry is being made by one member on behalf of another member, and if the member on whose behalf the request is being made shall have an unpaid obligation to the Association of the type described in the preceding paragraph to both the inquiring member and the member on whose behalf the inquiry is being made. If the inquiring member attests in writing under the pains and penalties of perjury that the owner is not acting on behalf of another owner, then the first response shall be made available to the inquiring member.

XIX. INSPECTION AND COPYING OF ASSOCIATION RECORDS:

1. "RECORDS" DEFINED. The official records available for inspection and copying are those designated by the Florida Condominium Act, as amended from time to time and not subject to an exemption.

2. PERSONS ENTITLED TO INSPECT OR COPY. Every apartment owner, or the apartment owner's duly authorized representative, as designated in advance, in writing, shall have the right to inspect or copy the official records pursuant to these Rules.

3. MANNER OF INSPECTION AND COPYING.

i. An apartment owner, or an apartment owner's authorized representative, desiring to inspect the Association's records shall submit a written request to the Secretary or Manager of the Association. The request must be specific, identifying the particular record(s) subject to the inspection request, including pertinent dates or time periods covered thereby, except that no single request shall request records covering a greater period than three (3) consecutive years. The request must be sufficiently detailed to allow the Association to understand and locate the records requested.

ii. Inspection or copying of records shall be limited to those records specifically requested, except that the Association may, at its option, produce records containing the requested records, and may allow inspection of all records so produced, provided it shall be under no obligation to isolate, locate, sort or designate the specific records requested.

iii. No apartment owner or authorized representative shall submit more than one written request for inspection in a two-week period nor for copying of the same record more than once in a thirty (30) day period.

iv. All inspection of records shall be conducted at the Association's office, or at the location where the official records are located, or at such other location designated by the Association. No apartment

owner or authorized representative shall remove original records from the location of inspection. No alteration of the original records shall be allowed. To prevent loss of records and to better maintain the organization of the official records, not more than two (2) owners or their authorized representatives shall inspect records at any one time.

v. On or before the fifth (5th) working day subsequent to the actual receipt by the Association of the written request for inspection, the Association shall:

a) make the requested records available for inspection, or

b) indicate in writing to the apartment owner requesting inspection of records or the apartment owner's authorized representative that the records will be available for inspection by the Association at a stated location during stated hours, or

c) notify the apartment owner or the apartment owner's authorized representative, in writing, that the records are available on a specific time, date and place for such inspection. This time frame may be extended by written request of the apartment owner or the owner's authorized representative. In addition, this time frame shall be extended in the event records are so voluminous or otherwise in such condition as to render this time frame unreasonable.

vi. Unless mutually agreed to the contrary, inspection shall be made only on working days during normal Association business hours or normal business hours of the location of inspection if other than the Association office. (For the purposes herein the term "working days" shall mean Monday through Friday, exclusive of federal, state and local holidays in which the office of the Association is closed. For purposes herein "normal business hours" shall be the hours that the Association office is customarily opened, or the hours at the location where the records are inspected is customarily opened, or if there are no customary hours, then between 9:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m. of each working day.) Notwithstanding the foregoing, for as long as the Association is self-managed, the Association shall from time to time designate a specific day of the work week for inspections to be held.

vii. If an apartment owner or authorized representative desires to obtain a copy of any record, the apartment owner or authorized representative shall designate in writing which record is desired, or in the alternative shall designate such record by use of a tab or clip upon the pages desired. If the location of inspection has a copy machine, then copies of the record shall be available within two (2) working days of the request. If the location of inspection has no copy machine, then copies shall be made available upon return of the records from a copying service, or in the alternative the apartment owner may use his or her own smartphone, tablet, small portable scanner, or any other portable, non-disruptive technology capable of scanning or taking photographs, to make an electronic copy of the official records. In the event the above referenced time frame is impracticable due to the voluminous nature or condition of the records or the need to redact excluded information, then copies will be made available as soon as is practical. At its option, the Association also may offer the option of making the records available to an apartment owner electronically via the internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request.

viii. An apartment owner or authorized representative shall pay the reasonable expense of printing or copying if performed by the Association or its agents. Copies shall cost \$.25 per page, or the actual charges imposed by a commercial copy service. In the event the cost exceeds \$5.00, payment in advance of copying may be required.

ix. No single request for copies shall exceed one hundred (100) pages of materials.

x. No written request for inspection or copying shall be made in order to harass or retaliate against any apartment owner, resident or Association agent, officer, director or employee. An inspection may be terminated at any time on account of intentional conduct that interferes with the

orderly operation of the Association's office or of the location where the inspection is being conducted, or on account of inappropriate physical or verbal conduct toward any person assisting the apartment owner or authorized representative in the inspection. If an inspection is terminated, all persons participating in the inspection shall be required to immediately leave the office or the location where the inspection is being conducted. If an inspection of records by an apartment owner or authorized representative has previously been terminated under this paragraph, no further inspection shall be conducted by that apartment owner or authorized representative until the apartment owner or authorized representative shall first have given adequate assurances that no further inappropriate conduct shall occur. "Adequate assurances" may include but are not limited to, a written apology, a written promise of proper conduct and compliance with these rules, the written designation of an alternate representative to conduct the inspection, the presence of a peace officer, or the posting of a bond. What assurances are adequate in a given situation shall be subject to the reasonable determination of the Board or its designee.

xi. All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association office or the office where the records are otherwise inspected or copied. The Association office, or office of inspection, shall assign the on-site manager, a member of the Board, an officer, a committee or another person of the Association's choosing to assist in the inspection and all requests for further assistance and copying during inspection shall be directed to the assigned representative.

xii. Association shall maintain a log detailing:

- a) The date of written request for inspection, and
- b) The name of the requesting party, and
- c) The records which are requested, and
- d) The date the apartment owner was notified of the availability of the records, the manner in which notice was given and the identity of the person giving the notice, and
- e) The date of availability of records for inspection or copying, and
- f) The date of actual inspection or copying, and
- g) The signature of the person inspecting or copying records, acknowledging, receipt of the records. Every person inspecting or receiving copies of the record shall sign said receipt prior to inspection or receipt of copies.

xiii. If an inspection is suspended or terminated, the date, time and specific facts requiring suspension or termination and the rule(s) which have been violated.

xiv. The Association shall have no obligation to compile or assemble information from one source into another but shall direct the apartment owner or the apartment owner's authorized representative to the records from which the requested information may be obtained.

xv. Unless otherwise provided by law, the Association need not honor requests to copy and mail records to apartment owners or their authorized representatives.

xvi. If an apartment owner or an apartment owner's authorized representative shall fail to appear at a previously scheduled inspection, or appears more than thirty (30) minutes after the scheduled start of the inspection, no further inspection by such apartment owner or the authorized representative of the apartment owner shall occur for at least sixty (60) days thereafter, unless the apartment owner requesting inspection includes with the written request for inspection an estimated

prepayment for the copy charges, which shall in no event be less than \$25.00.

4. ENFORCEMENT OF INSPECTION AND COPYING RULES

i. With the sole exception of an inspection that has been terminated under this Section of these Rules, any violation of these Rules shall cause the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.

ii. Any requests for inspection and copying not complying with these Rules shall not be honored. However, the Association shall indicate in writing the nature of the non-compliance and transmit same to the requesting party.

iii. The Board may take any available legal action to enforce these Rules, including the levy of a fine or imposition of a suspension if such remedies are authorized by law for rules violations.

iv. The Association shall be under no obligation to provide access to or copies of records for which the Association incurs any expense in obtaining, producing, or reproducing such records, if the apartment owner requesting inspection shall have an unpaid outstanding obligation to the Association related either to prior responses to inquiries or prior inspection and copying of records, whether pursuant to Chapter 718, Florida Statutes, or pursuant to discovery in court proceedings. If the facts and circumstances indicate that the inspection or copying is being made on behalf of another, no access to or copies of records for which the Association incurs any expense in obtaining, producing or reproducing such records shall be allowed until the apartment owner on whose behalf the inspection or copying is being made has paid all outstanding obligations to the Association related either to prior responses to inquiries or prior inspection and copying of records.

v. The Association shall advise the member in writing that the records will be produced and available for copying when the outstanding indebtedness is paid in full.

THESE RULES were adopted at the Board Meeting held on September 27, 2022. The vote of each Director is reflected in the minutes of the meeting at which these Rules were adopted.

GREENWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

BY: Marjorie A. Beckett
as President

Date: 9/27/22

