

# 635 ORANGE CONDOMINIUM ASSOCIATION, INC.

## MIDRISE CONDOMINIUMS – APPLICATION

SALE/PURCHASE

### UNIT INFORMATION

Unit #: \_\_\_\_\_ Closing Date: \_\_\_\_\_

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### APPLICANT INFORMATION

Name (Print): \_\_\_\_\_ Co-Occupant (Print): \_\_\_\_\_

Email Address: \_\_\_\_\_ Email Address: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Phone #: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Phone #: \_\_\_\_\_

Present Address:

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City/State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Occupation/Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_ Length of Employment: \_\_\_\_\_

Occupation/Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_ Length of Employment: \_\_\_\_\_

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**VEHICLE INFORMATION** *(See Rules & Regulations for parking detail)* Use of visitor parking is strictly prohibited for owner or tenant use.

Vehicle – Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ State: \_\_\_\_\_

License Plate #: \_\_\_\_\_

I acknowledge that parking is limited to **one deeded spot** for midrise units. The use of visitor parking is strictly prohibited for owner or tenant use.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**EMERGENCY CONTACTS (Provide Two)**

1. **Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_
2. **Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_
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**LIST ADDITIONAL OCCUPANTS (Include ages if under 18)**

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**PET INFORMATION**

**Type:** \_\_\_\_\_ **Weight:** \_\_\_\_\_ lbs **Breed:** \_\_\_\_\_

**Type:** \_\_\_\_\_ **Weight:** \_\_\_\_\_ lbs **Breed:** \_\_\_\_\_

**Note:** Pets must not exceed 40 lbs. See Rules & Regulations.

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**REQUIRED DOCUMENTS AND FEES**

Please include all of the following with your application:

- One check for \$150** made payable to **635 Orange Condominium Association**
  - Copies of Driver's License/Passport** for all adult applicants
  - Copy of Sales Contract**
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**RULES & REGULATIONS**

*I have received and read a copy of the Association's Rules & Regulations. I understand my responsibilities as an owner and agree to abide by the provisions of said document.*

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**AUTHORIZATION FOR VERIFICATION**

I/we authorize Progressive Community Management, Inc., and the 635 Orange Condominium Association to obtain public records, credit reports, and employment verification in connection with this application. I/we release all providers of information from any liability.

**Signature:** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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**ASSOCIATION USE ONLY**

Approved       Disapproved

**Date:** \_\_\_\_\_

**Board/Agent Signature:** \_\_\_\_\_

635 ORANGE CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

These Rules and Regulations apply to that residential development sometimes referred to as "Orange Club." This includes the Condominiums of Orange Club condominium along with the Townhomes of Orange Club condominium. Where the rules uniformly apply to both condominiums, they may refer to "the condominium" and generally to "unit owners." Where a rule is specific only to one condominium or the other, it will refer to the name of the appropriate condominium. The swimming pool and parking area used by both condominiums is sometimes referred to as "Association Property." From time to time, reference may be made to the Condominiums of Orange Club condominium building as the "Midrise," and to the Townhomes of Orange Club as the "Townhomes."

The Rules and Regulations hereinafter enumerated as to the collective condominium property and the common elements, the condominium units, and Association Property shall apply to and be binding upon all unit owners. The unit owners shall at all times obey the Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other Unit owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Association and the Bylaws of the Association. Violations may be remedied by the Association by injunction or other legal means and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorney's fees against any person violating the Rules and Regulations, or the Declaration of Condominium and any of the Exhibits attached thereto. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revokable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. RULES AND REGULATIONS:

- a. Violations should be reported to the Board of Directors or to the Officers of the Association or to any designees thereof.
- b. Violations will be called to the attention of the violating owner by the Board of Directors and the Board of Directors will also notify the appropriate committee of the Board of Directors, if any.
- c. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.
- d. Unit owners are responsible for compliance by their guests or lessees with these Rules and Regulations.

2. FACILITIES: The facilities of the respective condominiums and the Association Property (including the pool area) are for the exclusive use of unit owners of the respective condominium, their guests, and their approved lessees and guests. Any damage to the buildings, recreational facilities or other common elements or equipment caused by any unit owner, their guests and/or their approved lessee(s) or his guest shall be repaired at the expense of the Unit owner.

3. NOISE: Unless expressly permitted in writing by the Association, no floor covering shall be installed in the unit other than carpeting, ceramic tile, wood, marble or other floor covering installed by the Developer. If any ceramic tile, marble, wood flooring or other hard surface flooring is installed in a unit such tile, marble wood flooring or other hard surface flooring must be set upon a sound proofing bed approved by the Developer or the Condominium Association.

4. OBSTRUCTIONS: Sidewalks, entrances, driveways, passages, patios, courts, elevators, vestibules, stairways, corridors and halls and all common elements and Association Property shall be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors in corridors. No sign, notice or advertisement shall be inscribed or exposed on or at any window or any part of the condominium, except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the condominium without similar approval, except for permitted signage for commercial units located on the ground floor of the Midrise. No radio or television aerial or antenna shall be attached to or hung from the exterior of the condominium or the roof thereon. A satellite dish may be placed on the balcony so long as such satellite dish is not visible from the ground or any other unit and is not attached to any part of the building other than the balcony floor.

5. CHILDREN: Children shall not play in the common halls, stairways or lobby of the Midrise, or interfere with the operation of the elevators in the Midrise. Reasonable supervision must be exercised when children are playing on the grounds.

6. DESTRUCTION OF PROPERTY: Neither unit owners, their lessees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the buildings in either condominium. Unit owners shall be financially responsible for any such damage.

7. EXTERIOR APPEARANCE: The exterior of the condominiums and all other areas appurtenant to the condominium shall not be painted, decorated or modified by any unit owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective material, ventilators, fans or air conditioning devices shall be used in or about the condominium except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

8. CLEANLINESS: All garbage and refuse from a unit shall be deposited with care in the outside dumpster, or in garbage chutes or deposited in the containers provided in the trash room on the ground floor (as to Midrise) intended for such purpose, at such times and in such manner as the Association shall direct. All disposers shall be used in accordance with instructions given to the unit owner by the Association.

9. BALCONIES/TERRACES: Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on the ledges of the balconies or terraces. No objects shall be hung from balconies or terraces, or windowsills. No cloth, clothing, rugs or mops shall be hung open or shaken from windows, doors or balconies or terraces. Unit owners shall remove all loose objects or movable objects from the balconies and terraces during the hurricane season. Unit owners shall not throw cigars, cigarettes or any other object from windows, balconies, or terraces. Unit owners shall not allow anything to be thrown or to fall from windows, doors, balconies, or terraces. No sweepings or other substances shall be permitted to escape to the exterior of the building from the windows, doors, balconies or terraces. No balconies or terraces (or any portion thereon) may be enclosed or screened, without the prior written consent of the Board of Directors of the Association. No balconies or terrace (or portion thereof) shall be carpeted. Balconies and terraces are part of the Common Elements and therefore the Association shall have the right

to establish procedures for access to such balconies and terraces for the purpose of maintenance, repair and installation improvements (including washing and replacing windows and the exterior of the building).

10. STORAGE AREAS: Midrise unit owners are responsible to see that nothing is placed in the storage areas which would create a fire hazard, which would be subject to being infested or subject to spoilage.

11. EMERGENCY ENTRY: In case of any emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or any management firm, shall have the right to enter such dwelling for the purpose of remedying or abating the cause of such emergency.

12. BICYCLES: Bicycles and mopeds must be placed or stored in the designated areas, if any (or Townhome owners may keep bicycles in their own garage).

13. ATTIRE: Midrise unit owners, their lessees, their families, and guests shall not appear in or use the lobby or common rooms except in appropriate attire. No bare feet are allowed in the lobby, elevators and stairways.

14. PLUMBING: Water closets and other plumbing shall not be used for any other purposes than those for which they are constructed, and no sweepings, rubbish, rags, or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse of same shall be borne by the unit owner causing the damage.

15. TRASH: Except as may be required by recycling rules and regulations adopted from time to time by the Board, all refuse, trash and waste, etc., shall be securely wrapped in plastic garbage bags.

16. ROOF: Except in accordance with such rules as are accepted by the Association for use of specified areas of the roof from time to time, unit owners, their lessees, their families and guests are not permitted on the Midrise roof for any purpose whatsoever.

17. SOLICITATION: There shall be no solicitation by any person anywhere in the building for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

18. EMPLOYEES: Employees of the Association and employees of any management firm shall not be sent off the Orange Club grounds by any unit owner, except in the unit owner's capacity as an officer or director of the Association, at any time, for any purpose. No unit owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association and/or any management firm.

19. COMMON FACILITIES: The Board may institute registration procedures and requirements for use of the pool area by groups, and this may include a size limit,

20. HURRICANE PREPARATIONS: Each unit owner or lessee who plans to be absent from his unit during the hurricane season must prepare his unit prior to departure by:

- a. Removing all furniture and plants from his terrace(s) and balcony(ies).

b. Designating a responsible firm or individual to care for his unit during his absence in the event that the unit should suffer hurricane damage and furnish any management firm or other designate with the name of such firm or individual.

21. GUESTS: Unit owners and lessees shall notify the Association, and if applicable, management firm, in advance by written notice, of the arrival and departure dates of guests who have permission to occupy the unit in the absence of unit owners and lessees. Unit owners and lessees should have such guests check in with the Association upon arrival in order that service can be extended to them in the way of telephone calls coming into the Association's office, incoming mail or any emergency which might arise.

22. GENERAL RULES:

a. Passenger automobiles, sport/utility/cross-over vehicles, pickup trucks, vans and motorcycles (used for personal transportation and not commercially) that do not exceed the size of one parking space may be parked in the areas provided for that purpose. No unit owner shall park in any other unit owner's assigned parking space without such unit owner's consent. Campers, motor homes, trailers, boats and boat trailers are prohibited in the Midrise parking area or Association Property. Vehicle maintenance is not permitted on the property. All vehicles must be currently licensed, and no inoperable vehicles may be kept on condominium property or Association Property. Commercial vehicles used by vendors of the Association while engaged in work at the Condominium are exempt. Townhome Unit owners shall keep garage doors closed except when entering or leaving their garage or when cleaning or maintenance is being done in the garage.

1. Designated Parking Space:

Eleven (11) visitor parking spaces are available for visitors of residents. Ten (10) of these parking spaces are located across from townhomes in Tract A. Building 2. They are numbered 22-32. = One visitor parking space is located in Mid-rise canopy parking; it is number 22.

Four (4) parking spots are located under cover at the back door of the Midrise and are deeded to the commercial unit owners on the first floor of the Midrise. These four parking spots are not available to the residents of the Midrise, nor their guests, nor family, nor their commercial vendors.

Two (2) handicapped parking spaces are located for temporary parking under cover at the backdoor of the Midrise. An official, current handicap pass must be visible on the dashboard or rear-view mirror.

Fifteen (15) parking spaces are located under canopy in Tract B for Midrise residents. These parking spaces are assigned and deeded to Midrise owners.

All outside property is Common Element. The Unit Owners in the aggregate are entitled to equal and full use and enjoyment of all the Common Elements (Other than Limited Common Elements), except as they may be restricted by provisions hereof or by the Rules and Regulations, which usage will always be in recognition of the mutual rights and responsibilities of each of the Unit Owners. On behalf of all owners, the Association is deeded, governs and maintains Common Elements and community property. No owner may utilize community property for their private parking use without a separate instrument or reference in the deed of conveyance to an applicable unit with an assigned parking space and duly recorded in the Public Records. Common Elements are not available for parking except in the designated parking spaces identified above.

2. Visitor Parking Passes: Each owner is issued two visitor parking passes. Visitor passes are temporary parking only for guests up to thirty (30) days. The Visitor Pass must be visible on the dashboard or rear-view mirror of the guest vehicle(s). Visitor parking is for temporary guest parking only. The property management company should be informed of any party or event two weeks in advance to obtain up to six (6) additional visitor parking permits. Residents are not allowed to use visitor parking spaces; they are not visitors.

3. In accordance with Florida Statutes, the Association has the authority and cause to have any vehicle towed that violates parking rules.

a. Recreational facilities and common facilities therein will be used in such a manner as to respect the rights of others, and the Association may regulate duration of use, hours of opening and closing and schedule their use.

b. All common elements inside and outside the building will be used for their designated purposes only, and nothing belonging to Unit owners, their family, tenants or guests shall be kept therein or thereon without the approval of the Association, and such areas shall at all times be kept free of obstruction. Unit owners are financially responsible to the Association for damage to the common elements caused by themselves, their tenants, guests and family members.

4. Large commercial vehicles shall use the designated commercial parking area adjacent to the fenced garbage area, marked with a sign "commercial parking", or park parallel to the garbage bin, East to West, if the designated commercial parking area is too small to accommodate the vehicle. Smaller commercial trucks, pickup trucks, and commercial vans used by vendors should park in the designated commercial parking area (marked with a sign "commercial parking") adjacent to the fenced garbage area. If that area is occupied, smaller commercial trucks and vans may use a visitor parking space (# 22-32). All commercial vehicles can park for the period of time necessary to provide commercial services requested by a resident.

No vehicle may be parked as to obstruct passage of other vehicles on Association property nor to block access to garages of the townhomes. All vehicles shall be parked within the boundaries of marked parking spaces.

23. HOUSEHOLD PETS. Unit owners may not keep in any Unit or bring upon the common elements any animals or pets other than domestic dogs and/or domestic cats which are usually and commonly kept as household pets, are quiet and inoffensive and are not being kept or raised for commercial purposes; provided, however, that there shall not be kept or permitted in any Unit more than a total of two (2) domestic dogs and domestic cats (i.e. 2 dogs or 2 cats or 1 dog and 1 cat). Further, such permitted household pets shall be subject to the following conditions:

a. No dogs weighing more than 40 lbs. shall be permitted.

b. No pets shall be permitted in the pool area, leashed or unleashed.

c. Elsewhere on the common elements, pets shall be under hand-held leash or carried at all times.

d. Messes made by pets must be removed by Unit owners or handlers immediately.

e. Pets that are vicious, noisy, or otherwise unpleasant will not be permitted. In the event that a pet has become a nuisance or unreasonably disturbing in the opinion of the Board of Directors,

written notice shall be given to the owner or other person responsible for the pet and the pet must be removed from the condominium property within three (3) days.

f. Guests and tenants are not permitted to have pets.

g. The Board of Directors has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions.

24. TRASH RECYCLING. Disposition of garbage and trash shall be only by use of receptacles approved by the Association or by use of garbage disposal units. Plastic, glass, paper and aluminum shall be disposed in the appropriate recycling receptacle. Newspapers are required to be bundled. Food and vegetable scraps are to be disposed of in the individual residence garbage disposals. For Midrise Unit owners, bulky items must be carried down to the trash room on the ground level. Cardboard boxes must be broken down, as required by applicable regulations for recycling, and carried down to the recycling area and placed in the proper recycling bin. No garbage or trash shall be left or placed in hallways or corridors.

25. PASS KEYS. The Association shall retain a pass key to all Units, and also to Midrise storage areas, and the Unit owners shall provide the Association with a new or extra key wherever locks are changed or added for the use of the Association pursuant to its statutory right of access to the Units and storage area. Duplication of Unit owners' keys to common element facilities is restricted in the interest of security. Such keys shall be duplicated only with the assistance of the Manager. Changing of locks must be done through the Association.

26. CHILDREN. Children shall be under the direct control of a responsible adult. Children under the age of twelve (12) may not use the pool or recreational areas unaccompanied by an adult nor shall they be permitted to run, play tag or act boisterously on the condominium property, nor shall the pool or other recreational areas be utilized after 11:00 P.M. without the prior written approval of the Association. Skateboarding, "Big Wheels", or loud or obnoxious toys are prohibited. Children may be removed from the common areas for misbehavior by or on the instructions of the Association or Manager.

27. NOISE. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, compact disc players, stereos, singing and playing of musical instruments, etc. shall be regulated to sound levels that will not disturb others and if used in the vicinity of the pool shall be used only with earphones. No noise, vocal or instrumental practice which may be heard outside the Unit is permitted after 11 p.m. or before 8:00 a.m.

28. GRILLS. Use of free standing barbecue grills shall only be allowed in areas designated as safe and appropriate by the Association. Natural gas grills as designated by design standards and the city are allowed and shall be natural gas connected to the quick disconnect gas supply. No other type of grill shall be allowed on the condominium terraces or decks of the townhomes. Gas grills in the Townhomes may be installed on the rooftop, and in midrise units on the balcony, each in close proximity to the available gas line, and only appropriately licensed persons may do such installation.

29. GLASS. No glass of any kind shall be permitted in the pool area. Any liquid refreshments consumed near the pool area shall be in paper or plastic containers.

30. MOVING. Persons moving furniture and other property into and out of Midrise units must notify the Association in advance and use the designated access door into the condominium. All such moving must be performed Mondays through Fridays between the hours of 8:00 a.m. and 5:00 p.m. Moving

vans and trucks used for this purpose shall use the designated loading/unloading area and shall only remain on condominium property when actually in use.

31. REPAIR/DECORATING/REMODELING. Except in cases of emergency, repair, construction, decorating or re-modeling work shall only be performed Mondays through Fridays between the hours of 8:00 a.m. and 5:00 p.m. and the rules for decorators and subcontractors set forth herein must be complied with.

32. HURRICANE GLASS/FILM. The Board of Directors shall adopt specifications for the laminated glass or window film for all exterior windows and exterior sliding glass doors to condominium unit. Condominium Unit exterior windows and exterior sliding glass doors are laminated glass and have been designed and installed to meet or exceed the wind load and wind-borne debris impact standards of the applicable building code for hurricane protection. For this reason and for the purpose of preserving the aesthetic appearance of the building, hurricane shutters shall not be installed on any windows or sliding glass doors in the condominium residences. If such windows or sliding glass doors in the condominium unit are replaced, they must be replaced with laminated glass equal to or exceeding the specifications of the original glass and which comply with the applicable building code.

33. BALCONIES TERRACES CLEANING. Water, dirt, debris or dust may not be swept or thrown over the balcony, terrace or from windows. When cleaning balcony and terrace floors or watering plants, plug the scupper holes with rags or other material to prevent the flow of dirty water from falling on the other balconies and terraces. Be sure to remove the plugs when floor is dry to allow the free flow of rainwater.

34. SKATEBOARDS ETC. PROHIBITED. Use of skateboards, roller blades or the like is never permitted inside the Midrise building or around the pool area.

35. POOL USE. For health purposes, all incontinent persons are prohibited from using the pool.

36. BARE/WET FEET; COVERUP. Bare feet or dripping bathing suits are NEVER permitted in the Midrise lobby, corridors or elevators. Please wear a cover-up and footwear when entering or exiting the building (a towel is not an acceptable cover-up). In addition, rinse footwear before entering the building from the pool area.

37. RULES FOR DECORATORS CONTRACTORS AND SUB-CONTRACTORS IN THE MIDRISE.

a. The Unit owner must pre-register with the Association giving it the name, address, telephone number and fax number of the Unit owner's representative who will be overseeing the work being done in the unit whether it be the interior decorator, the general contractor or the Unit owner.

b. Prior to commencing work, the Unit owner's representative must submit to the Association, a list of names, addresses and telephone numbers of all sub-contractors who will be working in the Unit, together with a schedule for their work.

c. The Association will coordinate with the Unit owner's representative the issuance of temporary passes for access for decorators and contractors into the Condominium.

d. Work hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

e. The contractor and all sub-contractors must have all licenses required by the City of Sarasota and the County of Sarasota and other applicable governmental authorities and submit proof of same for the Association's file.

f. Prior to authorization for access, the contractors and sub-contractors must produce from their insurance carrier a Certificate of Insurance of general liability of no less than \$250,000 per occurrence and no less than \$500,000 aggregate and provide proof of Worker's Compensation coverage for the Association's file.

g. After unloading, workers must park their vehicles in the parking space of the Unit owner or other areas specified by the Association.

h. Work Preparations will not be allowed in the common areas, i.e. mixing of paints, mud, grout, etc,

i. All trash and debris shall be hauled off by the workers on a daily basis unless a dumpster is specifically designated for their use.

j. Grout, paint, wall mud or any other material may not be poured down building drains, sinks, toilets or bathtubs. Check with the Association for location of cleaning area,

k. Sub-contractors are not to use carts owned by the Association.

l. Breaks and lunches, if taken inside the building, should be confined to the owner's Unit.

m. No radios will be allowed in the building unless used with headphones.

n. Access to the individual condominium Units must be coordinated through the Owner, decorator, or other designee.

o. Do not tamper with or hang extension cords from any of the sprinkler heads.

p. Unit smoke alarms are to be left in place. They are to be properly protected during the interior finish work that generates heavy airborne particles, i.e. sanding and painting.

q. Workers are not to wander around in areas other than the specific area or Unit where they are working.

r. Each Unit owner who elects to install in any portion of his Unit hard surface flooring materials (i.e., granite, tile, marble, wood) shall first be required to install an approved sound underlayment material of such kind and quality equivalent or superior to 1/4 inch of cork and perimeter sound isolation material installed in accordance with the procedures as generally provided below. Each Unit owner is required to submit for approval to the Board of Directors or its representative for proposed hard surface floor underlayment material. Written approval for the proposed materials is required prior to installation of hard surface flooring, and then the installed soundproofing must be inspected and approved prior to installation of the hard flooring. Installation shall be in accordance with procedures established by the Board of Directors from time to time.

s. Each Unit owner is responsible for his or her decorator's, contractor's and subcontractor's actions and inactions while on the Unit and in the Condominium. Decorators, contractors, and subcontractors are on the Condominium Property at their own risk and agree to indemnify and hold harmless the Association for any liability or damages which might arise in connection with their activities on the Condominium Property or in the Unit.

t. Should a decorator, contractor or sub-contractor discover a defect in a Unit, they must notify the Association immediately so the defect may be verified and corrected prior to doing any work which might be impacted by the defect.

u. Smoking, while discouraged, will only be allowed in the individual Units with the Owner's permission.

v. Activities will be monitored during the day. Non-compliance may result in the decorator, contractor or subcontractor being barred from the building.

w. There shall not be any chipping, cutting, or drilling into or through the building structure, perimeter walls or slabs for any reason unless prior written approval is obtained from the Association.

38. RULES FOR OWNER PARTICIPATION IN BOARD OF DIRECTORS MEETINGS, A BUDGET COMMITTEE MEETING AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD; LIMITATION ON ASSOCIATION'S OBLIGATION TO RESPOND TO WRITTEN INQUIRIES; AND OF THE LOCATION FOR POSTING NOTICES OF MEETINGS.

a. THE RIGHT TO SPEAK:

1. To the maximum extent practical, the posted Board meeting agenda for each meeting shall list the substance of the matters and actions to be considered by the Board.

2. Roberts Rules of Order (latest edition) shall govern the conduct of the Association meeting when not in conflict with the Declaration of Condominium, the Articles of Incorporation, the By-laws or the Condominium Act.

3. After each motion is made and seconded by the Board members the meeting Chairperson will permit owner participation regarding the motion on the floor, which time may be limited depending on the complexity and effect on the Association.

4. Owner participation may be prohibited after reports of officers or committees unless a motion is made to act upon the report, or the Chairperson determines that it is appropriate or is in the best interest of the Association.

5. An owner wishing to speak must first raise his or her hand and wait to be recognized by the Chairperson.

6. While an owner is speaking, he or she must address only the Chairperson. No one is permitted to speak at the same time,

7. An owner may speak only once for not more than five (5) minutes and only on the subject or motion on the floor.

8. The Chairperson may, by asking if there by any objection and hearing none, permit an owner to speak for longer than five (5) minutes, or to speak more than once on the same subject. The objection, if any, may be that of a Board member only and if there is an objection then the question will be decided by a vote of the Board.

9. The Chairperson will have the sole authority and responsibility to see to it that all owner participation is relevant to the subject or motion on the floor.

b. THE RIGHT TO VIDEO OR AUDIOTAPE:

1. The audio and video equipment and devices which Unit owners are authorized to utilize at any such meeting must not produce distracting sound or light emissions.

2. Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting in a location that is acceptable to the Board or the Committee.

3. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

4. At least twenty-four (24) hours advance written notice shall be given to the Board of Directors by any owner desiring to utilize any audio and/or video equipment to record a meeting.

c. LIMITATION ON THE ASSOCIATIONS OBLIGATION TO RESPOND TO WRITTEN INQUIRIES.

The Association shall not be obligated to respond to more than one written inquiry from a Unit owner filed by certified mail in any given thirty (30) day period. In such case, any additional inquiry or inquiries must be responded to in the subsequent thirty (30) day period or periods.

The foregoing Rules and Regulations are subject to amendment as provided in the 635 Orange Condominium Association, Inc. Declaration of Condominium , the Articles of Incorporation and the Bylaws of the Association.

39. Pursuant to Section 718.113(4), Florida Statutes, any Unit owner may display one portable, removable United States flag in a respectful way and on Armed Forced Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful way portable, removable official flags, not larger than 4-1/2 feet by 6 feet, that represent the United States Army, Navy Air Force, Marine Corps or Coast Guard, regardless of any declaration rules or requirements dealing with flags.

The foregoing Rules and Regulations are designed to make living for all Unit owners pleasant and comfortable. The restrictions imposed are for the mutual benefit of all. Violations of these Rules are to be reported to the Association who will call the matter to the attention of the violating Unit owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgment by the Board of Directors.