



Oasis of Cape Coral

A Condominium Community

Rules and Regulations

Adopted December 12, 2019
Revision 5

Although some of the rules and regulations are stated in the Oasis Condominium Declaration, it was prudent to mention them in this document.

1. Antennas (Satellite Dishes)

- A. Exterior TV or radio antennae are not permitted.
- B. Satellite dishes with a diameter of 18 inches or less will be approved with the following conditions.
 - 1. Dishes may not be installed on the front of the building.
 - 2. Dishes may not be installed on the roof or on roof overhangs.
 - 3. Cables required for installation of any dish may not be exposed for more than 3 feet on the outside wall. All exposed cables on outside walls must be painted to match the existing building color.
 - 4. An architectural application, with a survey showing location of the dish must be submitted to the Oasis Board of Directors for approval prior to installation.

2. Clothes Drying

- A. No garments, rugs, or any other materials may be hung, exposed, or dusted from the windows or from the front facade of any unit.

3. Fireworks

- A. Fireworks are not permitted at any time on the property.

4. Lanai's and front entry ways

- A. No gas or charcoal grilling on lanai per State Fire Marshals Order.
- B. No objects of any kind, except door mats, are allowed on front entryways.
- C. White roll up sunscreens are permitted on lanai, other decorations hung on lanais must be approved by board of directors.
- D. No bicycle storage allowed in front entryway or under stairs.
- E. Screens must be in good repair at all times. Any tears/ loose screen must be replaced immediately.

5. Smoking Prohibited in Certain Areas.

- A. Smoking is prohibited on all Common Element Unit entryways/landings, stairwells and at the pool.
- B. The smoking prohibition shall apply to all forms of smoking, including the use of electronic smoking devices.
- C. This restriction shall apply to all unit owners, family members, tenants, residents, guests, business invitees, and visitors of the Association.
- D. Each owner is responsible for the actions of all other persons residing within or visiting his/her unit and shall be subject to a violation of this Section if any such person is found to be smoking in violation of this Rule.
- E. Definitions of Terms:
 - 1. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.
 - 2. "Electronic Smoking Device" means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person to simulate smoking through inhalation of vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-cigarillo, e-pipe, e-hookah, or vape pen, or any other product name or descriptor.

6. Moving

- A. Moving is permitted during the day between the hours of 8:00 AM and 8:00 PM only.

7. Nuisances

- A. Residents shall not create an annoyance to the community (i.e. loud music, parties, TV's etc, as determined by the board of directors).

8. Pets

- A. Only unit owners are allowed to have pets and must be approved by board, reference condo documents for more details.
- B. Pets must be leashed when on common elements.
- C. Owners are required to pick up animal's waste in plastic bag and dispose of properly.
- D. Pets cannot be left outside, within a screen patio area to bark or to the annoyance of neighbors.

9. Pool

- A. Proper swimwear is required, no street clothes or thong swimwear are allowed.
- B. Guests are limited to 4; requests in writing by the board will be reviewed prior to utilizing the pool area for more than 4 guests.
- C. A resident of the Oasis must accompany guests at the pool.
- D. No diving.
- E. No night swimming.
- F. Loud, rowdy, obnoxious behavior will not be tolerated.
- G. An adult must accompany children under the age of 16 at all times.
- H. Children, not potty trained, must wear special protective diapers.
- I. A fee of \$25.00 will be required for replacement of pool keys.

10. Signs

- A. One small "For Sale" or "For Rent" sign may be displayed in the front window of the unit. The sign must be no larger than 8 ½ x 11 inches.
- B. No signs are permitted on the common elements.

11. Storm Shutters

- A. It is the owners' responsibility to take down and put up the Hurricane shutters on the lanai.
- B. Storm shutters, covering the glass slider, may be left on during hurricane season or when the unit is unoccupied.

12. Trash

- A. All large boxes must be broken down.
- B. No trash is to be left, on entryways next to the entrance doors at any time.
- C. Trash must be placed in plastic bags and tied.
- D. Entry doors to dumpster are to be latched at all times.
- E. No oils, liquids or hazardous materials are to be placed in dumpster.
- F. Make arrangements with Waste Management (phone 334-4115) for furniture removal. Do not place in dumpster area.

13. Vehicles

- A. One vehicle is to be parked in the assigned unit numbered spot near the front of each building. With the exception of large vehicles and extended cab pickup trucks which shall be parked in the center ring.
- B. Only two vehicles are allowed, due to limited parking, unless requested and approved in writing by the board of directors. The 2nd vehicle (per unit), is allowed and can be parked anywhere there are not assigned spots.
- C. No commercial vehicles of any kind, defined as any vehicle used to carry equipment, parts or materials for commercial purposes. Police/Sheriff cars excluded.
- D. No vehicle, which is not currently licensed or cannot operate on its own power, shall remain on the premises for more than forty-eight (48) hours. The word "licensed" as used in this section, shall mean the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the state of Florida or other state as the case may be. A vehicle which has not moved shall be presumed to be unable to operate on its own power (this does not apply to owners who have another residence and leave their car here while they are away).
- E. No vehicle is to be parked over the sidewalk or on the grass at any time.

- F. RV's, mobile homes, trailers, boats, canoes, kayaks and motorcycles are not to be kept, parked or stored on the grounds.
- G. A speed limit 15 miles per hour shall apply throughout the property.
- H. Obey Stop signs.
- I. Unnecessary vehicle noises are to be avoided within the grounds.
- J. Vehicle maintenance is not permitted on the property. For purposes of this section, vehicle maintenance includes, but is not limited to, changing oil and other fluids, engine maintenance or repair. Cleaning of the exterior or interior of the vehicle, waxing and checking fluid levels are permissible. Emergency repairs, such as changing a flat tire, are allowed, as determined by the board of directors.
- K. If a unit is going to have family or guests visiting/staying with them w/ a vehicle, for more than 48 hours, they shall advise a Board member and identify the vehicle so as to avoid the possibility of the vehicle being towed.
- L. The Board of Directors of the Association is authorized to order towing of any vehicle (at said vehicle owner's expense) for violation of this section.
- M. Association issued parking sticker:
 - 1. Must be adhered to the rear window of an occupant's vehicle within 30 days of occupancy.
 - 2. Failure to comply may result in the removal of the vehicle from the property and or any other recourse provided by F.S 718 and the Governing Documents.

14. Windows

- A. No window may be covered with aluminum foil or bed sheets.
- B. Window blinds must be white, when looked at from the outside in.
- C. Window binds must be replaced when damaged, similar to original blinds.

15. Pass Keys

- A. The Association reserves the right to have a pass key to all units.

16. Pass Keys

- A. The Association reserves the right to have a pass key to all units.

17. Leases

- A. RE: GROUNDS FOR DISAPPROVAL OF A LEASE – Consistent with Section 17.8 of Declaration of OASIS OF CAPE CORAL, a Condominium Disapproval of Lease of Unit by Board of Directors. Permitted grounds for disapproval shall include any of the following:
 - 1. The Unit Owner is delinquent in the payment of Assessments and other fees and charges, including fines, due to the Association at the time the application is considered;
 - 2. The Unit Owner has a history of leasing to troublesome lessees/tenants and/or refusing to control or accept responsibility for the occupancy of his/her Unit; The real estate company rental agent handling the leasing transaction on behalf of the Unit Owner has a history of failing to adequately screen lessee/tenant applicants, recommending undesirable lessees/tenants, or entering into leases without the Association's prior approval;
 - 3. The application on its face indicates that the prospective lessee/tenant seeking approval intends to conduct himself/herself in a manner inconsistent with the governing documents of the Association (i.e., the Declaration of Condominium for the Association, the Articles of Incorporation, the By-Laws of the Association, and the rules and regulations of the Association) and the Act, as amended from time to time;
 - 4. The prospective lessee/tenant or any other person intending to occupy the Unit has been convicted of a crime (or pleaded no-contest) involving violence to persons or property, a crime involving the sale or possession of a controlled substance, a crime demonstrating dishonesty or moral turpitude, a crime involving a sexual offence, or a felony;
 - 5. The prospective lessee/tenant or any other person intending to occupy the Unit is a registered sex offender or predator and/or is a wanted person;
 - 6. The prospective lessee/tenant or any other person intending to occupy the Unit has a history of conduct which evidences disregard for the rights and property of others;
 - 7. The prospective lessee/tenant evidences a strong probability of financial irresponsibility and / or the prospective lessee/tenant has FICO credit score of less than [650];

8. The prospective lessee/tenant or any other person intending to occupy the Unit, during previous occupancy in this Association, has evidenced an attitude of disregard for the Association, the Association's property, and the governing documents of the Association (i.e., the Declaration of Condominium for the Association, the Articles of Incorporation, the By-Laws of the Association, and the rules and regulations of the Association) and the Act, as amended from time to time;
 9. The prospective lessee/tenant gives false or incomplete information to the Board of Directors as part of the application process, the Unit Owner and/or prospective lessee/tenants fails to pay the required lease application fee and/or security deposit, or the prospective lessee/tenant fails to appear for the required interview;
 10. The Unit Owner fails to give proper and timely written notice of his/her intention to lease his/her Unit to the Board of Directors; or
 11. The prospective lessee/tenant and any other person intending to occupy the unit has been evicted and/or otherwise removed from a rental property during the previous three (3) years.
- B. All leases shall be in writing.
 - C. No owner shall lease a unit without first submitting all required documents and receiving approval from the Board of Directors. Any, sublease, assignment or renewal shall also require approval.
 - D. The Association has up to thirty (30) days to approve a lease. The terms of the lease shall include the name and address of party, the terms of the proposed transaction and such other information as the Board of Directors may reasonably require.
 - E. No lease shall be approved for a term of less than thirty (30) days.
 - F. The Association requires the Management Company to complete a background check of all adult tenants occupying the unit. The unit owner is responsible for the cost of the background check on each adult tenant.
 - G. All tenants are required to deposit in escrow with the Association a sum equal to a full month's rent to protect against damages and to repair any damage to the Common Elements. Seasonal rentals are subject to a 1,000.00 security deposit.
 - H. The Association shall have the right to require of all tenants a deposit in escrow with the Association to protect against damages and to repair any damage to the Common Elements a sum not to exceed a full month's rent.
 - I. Owner's shall be jointly and severally liable their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of his tenant(s), which constitute a violation of, or non-compliance with, the provision of the Oasis of Cape Coral Declaration of Condominium.
 - J. All leases shall comply with and be subject to the provisions of Article 18 hereof. This Section shall also apply to subleases and assignments and renewals of leases.
 - K. No lease approved by the Association shall be amended or modified without the Association's approval.
 - L. The Association may charge a lease approval fee not in excess of any amount provided for in the Act (as it may be amended from time to time) as a maximum amount for such fees.
 - M. No fee shall be charged in connection with the approval of an amendment, modification or extension of a previously approved lease.
 - N. The Association shall not discriminate on the grounds of race, gender, religion, national origin, familial status or physical or mental handicap; provided, however, nothing herein shall be constructed to require the Association to furnish an alternate lessee in the event the Association disapproves a lease or lessee.
 - O. No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants.
 - P. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof.

18. Procedure for violation of lease procedures:

- A. The lease of any unit without prior approval by the Board of Directors shall be considered void.
- B. Upon discovery of a leasing violation, Management will notify the unit owner and/or rental agent in writing that the lease for that particular unit is void. A copy of the letter shall be delivered to the tenant for purposes of putting the tenant on notice of potential further action.

- C. The unit owner or rental agent shall be given notification that they have five (5) business days to submit the necessary paperwork and fees. The submission of the requested documents does not, itself, render the lease valid. The lease is still subject to approval by the Board of Directors.
- D. In the event the necessary paperwork and/or fees are not submitted within five (5) business days as requested, or if the materials are submitted but the Board disapproves the lease, the Board may initiate proceedings to remove the tenant(s) from the property. The unit owner shall be responsible for any costs incurred by the Board in securing removal of a tenant.