



331.00.

N 88° 11' 30" E

946.21.

## PLOT PLAN

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395.65

615.77.

7.06.11.08N

N 00° 45' 03" E

460.69

EXHIBIT A, SHEET 6 OF 20

5T 14, 1984

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CH'D. BY

SURVEYED BY BEVILLE S. OUTLAW JR.

WILSON LAND SURVEYOR PLACENT N. 22

DINOITS CONCRETE MONUMENT CITY

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THE SUBJECT MAY BE PREPARED FOR THE NATIONAL GUARDIAN OF THE PERSON PURSUING THE ORGANIZATION IDENTIFIED IN THE BOOKS AND OF THE INFORMATION IS NON-SENSITIVE AND IS NOT TO BE USED FOR THE CONSIDERATION OF THE SUBJECT'S EMPLOYMENT WITH THE FBI OR A MEMORANDUM CONCERNING EMPLOYMENT OF THE SUBJECT.

PREPARED FOR

THE RIDGEWOOD CLUB  
(A CONDOMINIUM)

OUTLAW ENGINEERING ASSOCIATES INC.

CONSULTING ENGINEERS • PLANNERS • SURVIVORS

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(a) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then rules of the American Arbitration Association, except that the arbitors shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and, a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the Purchaser.

(b) The purchase price shall be paid in cash.

(c) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

(d) A certificate of the Association executed by its President or a Vice-President and Secretary, or by its President or a Vice-President and having the corporate seal affixed, and approving the purchaser shall be recorded in the Public Records of Brevard County, Florida, at the expense of the purchaser.

(e) If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval of unit owners proposed transferee, such transfer of ownership to unit owner's proposed transferee shall be deemed to have been approved, and the Association shall furnish a Certificate of Approval as elsewhere provided, which shall be recorded in the Public Records of Brevard County, Florida, at the expense of the unit owner.

11.4 Mortgage. A unit owner may mortgage his unit, or any interest therein, upon written notice to the Association, such notice shall provide the Association with the terms of the mortgage, the correct name and address of the mortgagee, and information relative to the place and date of recording the mortgage.

11.5 Exceptions. The foregoing provision of this section entitled "Maintenance of Community Interests" shall not apply to a transfer or to purchase by a bank, life insurance company, federal savings and loan association, or mortgage company which acquires title as a result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer sale or lease by a bank, life insurance company, federal savings and loan association, or mortgage company which so acquired its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a unit at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale. Neither shall any of the provisions of Section 11 apply to the sale or lease of any unit by the Developer.

11.6 Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association. ✓

**RIDGEWOOD CLUB  
CONDOMINIUM ASSOCIATION**

**RULES  
AND  
REGULATIONS**

*Updated 02/17/2024*

## EXHIBIT 4

### THE RIDGEWOOD CLUB, A CONDOMINIUM

#### RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the Condominium property, the Common Elements, the Condominium units, and the Condominium in general shall be deemed in effect until amended by the Board of Administration of the Condominium Association and shall apply to and be binding upon all unit owners. The unit owners shall always, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, 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 all remedies to which the Condominium Association shall be entitled. The Association shall be entitled to recover all court costs incurred by it, together with reasonable attorneys' fees against any person violating the Rules and Regulations, or the Declaration of Condominium and any of the Exhibits attached hereto. The Board of Administration may from time to time, adopt and amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Common Elements of the Condominium and any facilities or services made available to the unit owners. Any waivers, consents or approval given under these Rules and Regulations by the Board of Administration shall be revocable 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 Administration. The Rules and Regulations are as follows:

#### 1. RULES AND REGULATIONS:

- A. Violations should be reported to the Manager or Member of the Board of Administration of The Ridgewood Club, A Condominium in writing or to an individual named by the Board of Administration or to the Officers of the Association.
- B. Violations will be called to the attention of the violating owner and/ or their lessee by the Manager of The Ridgewood Club, A Condominium If any, or appointed member of the Board and the Manager or Board Member will also notify the appropriate committee of the Board of Administration.
- C. Disagreements concerning violations will be presented to and judged by the Board of Administration which will take appropriate action.

#### 2. FACILITIES:

The facilities of the Condominium are for the exclusive use of the Association members, lessees, resident house guests, and guests accompanied by a member. No guest or relative of any member, lessee other than a house guest or relative in residence shall be permitted to use the ~~recreational facilities~~ pool unless accompanied by a resident member or the family of such owner or lessee. Any damage to the buildings, ~~recreational facilities~~ pool, pool area pool bathrooms or Clubhouse, ~~or other common areas of equipment~~ caused by a resident or his guests shall be repaired at the expense of unit resident or guest if residing, staying, or visiting.

**3. NOISE:**

To ensure the owners' own comfort and that of all unit owners, radio, stereo, and television sets should be turned down to a minimum volume between the hours of 11:00pm and 8:00am. All other unnecessary noises, for example, but not limited to bidding good night to a departing guest, and slamming car doors between the above hours should be avoided. Loud noises due to gatherings or for any other reason must be minimized during the hours of 11:00pm and 8:00am.

The Board may require a unit owner to carpet or place area rugs or other noise reduction devices in the bathroom, living room, dining room and/ or bedroom of a unit to curtail noise disturbing other unit owners.

**4. PETS:**

No bird, reptile, or animal shall be kept or harbored in the Condominium unless the same in each instance be expressly permitted in writing by the Association, which permission may be conditioned on such terms as the Association in Condominium as a whole. Such permission in one instance for one pet shall not be deemed approval in any other instance for another pet and any such permission may be revoked at any time in the sole discretion of the Association. In no event shall dogs be permitted in any public portions of the Condominium unless carried or leashed. The owner shall indemnify the Association and hold it harmless against any loss or liability of any kind or animal in the development. Permission for ownership of pets shall not be unreasonably withheld and in any event seeing eye dogs shall be approved where they are required for the assistance of sightless unit owners or their family members. The form for Pet Permission Agreement is attached hereto as Exhibit 1.

- A. No animals owned by members shall be allowed to commit a nuisance in any public portion of the Condominium building, or grounds, except areas specifically designed by the Association.
- B. An Authorization in writing to keep pets will expire when a member's pet dies or is removed from the community.
- C. Pets shall include all types of animals, such as dogs, cats, parrots, frogs, reptiles, turtles, etc.
- D. All pets should be carried in the arms of the owner. If this is not physically possible, they should be restrained and kept on a leash.
- E. ~~Lessees, resident house guests or~~ Visitors may not at any time have a dog or any other pet at the Condominium, except with the consent of the Association.
- F. *All dogs must be approved by and registered with the Board of Directors.*
- G. *Only two pets are allowed per unit: two dogs, two cats, or one of each.*

- H. You must submit a color picture of the pet(s) along with a copy of their up-to-date shot records and license.*
- I. Whenever the dog is outside, he/ she must always be controlled with a leash.*
- J. You MUST ALWAYS pick- up after your dog(s) and dispose of it properly. When walking your dog(s) at night, don't forget to have a flashlight and bag so you can see where to clean up.*

*\*Whether you live here full time, part-time or just vacationing, the above pet procedure must be followed concerning all the above items.*

*\*Failure to follow the above rules can result in a fine and the removal of the pet from the community. \**

#### **5. OBSTRUCTIONS:**

Sidewalks, entrances, driveways passages, patios courts, elevators, vestibules, stairways, corridors, and halls must be kept open and shall not be obstructed in any manner, except for an area of 3' x 3' to place only 3 (three) ornamentals be it 3 potted plants or 3 decorative items or a combination of both. This area Must be maintained by the resident clear of debris and weeds. The items/ contents to be approved by the Board or Beautification Committee. No signs, notice or advertisements shall be inscribed or exposed on or at any window or other 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. No radio or television aerial or antenna shall be attached to or hung from the exterior of the Condominium or roof thereon.

#### **6. CHILDREN:**

Reasonable supervision must be exercised when children are playing on the grounds. There shall be no more than two (2) children per bedroom.

#### **7. POPULATION:**

There shall be no more than two (2) people per bedroom.

#### **8. DESTRUCTION OF PROPERTY:**

Neither members, their dependents, nor guests shall mark, mar, damage, destroy, deface, or engrave any part of the buildings. Members or tenants shall be responsible for any such damage.

#### **9. EXTERIOR APPEARANCE:**

The exterior of the Condominium and all other areas appurtenant to the Condominium including Limited Common Elements shall not be painted, decorated, or modified by any owner in any manner without prior consent of the Association which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, shutter, ventilators, fans, or air conditioning devises 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 with the sole discretion of the Association. The entry porch screens must be maintained free of holes, tears or damage and the screen area in question should be re-screened as soon as possible. Inspect the screens on a quarterly basis.

**10. CLEANLINESS:**

All garbage and refuse from the Condominium shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Association will direct. All ~~disposals~~ garbage shall be disposed of ~~done~~ in accordance with the instructions given to the owner/ tenant by the Association. The entry porch must be kept in an organized and clean manner.

**11. PATIOS:**

No cloth, clothing, rugs, or mops shall be hung or shaken from windows, doors, or terraces. Members shall remove all loose objects or movable objects from patios during the hurricane season. No cigars, cigarettes, or other objects shall be thrown from any patio or walkway. Members shall not allow anything to be thrown or to fall from windows, doors, or patios. No sweeping or other substances shall be permitted to escape to the exterior of the building from windows, doors, or patios.

**12. INGRESS AND EGRESS:**

No member shall allow exterior doors to remain open for any purpose other than immediate ingress and egress.

**13. KEYS FOR EMERGENCY USE:**

In case of emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Administration of the Association or any other person authorized by it, or the building super intendent or Managing Agent, shall have the right to enter such dwelling for the purpose of remedying or abating the cause of such emergency and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the owner of each dwelling, if required by the Association, shall deposit un the control of the Association a key to such dwelling. If a key is not submitted, then the Association will need the name of a contact person that can be on site immediately.

**14. PLUMBING**

Water closets and other plumbing shall not be used for any other purpose than those for which they are constructed, and no sweepings, rubbish, rags, or other foreign substance shall be thrown therein. The cost of any damage resulting from misuse shall be borne by the member.

**15. ROOF:**

Members are not permitted on the roof for any purpose.

**16. SOLICITATION:**

There shall be no solicitation by any person anywhere in the Condominium for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board of Administration.

**17. STAFF PERSONNEL:**

The Staff, if any, have assigned duties and therefore, cannot provide valet parking, dog walking or sitting, handling groceries or similar personal services. They have been instructed to carry out their duties in an orderly manner. All other requests for services by Staff must be approved by the Manager or Officers. It is asked that the Manager or Board of Administration be notified when a unit is left unoccupied for more than a day or two.

**18. PARKING:**

No vehicle, boat trailer, house trailer, or camper which exceeds a width of nine (9) feet and the length of nineteen (19) feet belonging to any owner or to a member of the family or guest, tenant or employee of an owner shall be parked on the Condominium property except within the Recreation Vehicle Parking area as designated. The owners, their employees, servants, agents, visitors, licensees, and each owner's family will obey the parking regulations posted at the private streets, parking areas, and drives and any other traffic regulations promulgated in the future for the safety, comfort, and convenience of the owners. No vehicle which cannot operate on its own power shall remain within the Condominium property for more than twenty-four (24) hours, and no repairs of vehicles shall be made within the Condominium parking space assigned to a particular dwelling unit. As such, each space may be used only by the owner except when the owner has given written permission, (a copy of which must be provided to resident Manager or Administrator.) for use by another owner, lessee, or resident guest. No person may park a car in any space other than the one assigned to them without proper permission. A unit owner may not use more than one guest space for any additional vehicle owned, operated, or maintained by the unit owner. Parking space sizes are adequate. Vehicles must be parked within the painted lines ~~pulled up close to the bumper~~ and at least 1 – 2 feet away from the curb, (to allow the lawn crew to mow and edge along the curb). As a security measure, automobile doors should be locked. ~~No motorcycle shall be driven or parked upon the Condominium property.~~

**19. CAR PARKING STICKERS**

Every unit is allowed to have two (2) vehicles; one to be parked in the assigned space and the other to be parked in a guest spot.

- A. Each vehicle will have a car sticker which is to be hung from the rear-view mirror or kept on the dashboard.*
- B. Only the people listed on a lease will be able to get a sticker.*



- C. *If you have a guest that will be staying more than two (2) days, please contact a Board Member to get a guest sticker.*

*\*All other vehicles parked in the community without authorization, or a parking permit will be towed after a posted 48-hour notice.*

*\*Failure to follow procedure is a violation and can also result in a fine.*

*\*Replacement Parking Permits are available, for a fee of \$10, through the Board of Directors.*

**20. COMMON FACILITIES:**

Members are requested to cooperate with the building Manager or Administrator in the use of the Common Facilities where more than one organized activity is scheduled for the same time.

**21. HURRICANE PREPARATIONS:**

Each member who plans to be absent from his unit during the hurricane season, must prepare his unit prior to departure by:

- ✓ Designating a responsible firm or individual to care for his unit during his absence if the unit should suffer hurricane damage and furnishing the Manager or designated member of the Board of Administration with the name of such firm or individual. The designated firm or individual shall contact the Manager or designated member of the Board of Administration for permission to install or to remove hurricane shutters.

**22. GUEST/ VISITORS:**

Owners shall notify the Resident Manager or an Administrator in advance by written notice of the arrival and departure dates of guests who have permission to occupy a unit in his absence. Owners should have such guests check in at with a Board member the office upon arrival if staying for more than 2 (two) days. ~~in order that service can be extended to them in the way of telephone calls coming into the office, incoming mail or any emergency which might arise.~~ Guests must be made aware of the ~~will be given copies of the Rules and Regulations by the owner/ resident. and~~ The owners'/ residents' will be responsible for the their guests' compliance with such rules.

**23. LEASING OR RESALE:**

Reference must be made to the "Declaration of the Condominium" for the Ridgewood Club A Condominium which is filed of record in Brevard County, State of Florida, and which specifies how leasing or sale of a condominium unit shall be handled and reference must be made to the Declaration in the event of any transfer.

- A. **Sale:** No unit owner may dispose of a unit or any interest therein by sale without the approval of the Association except to another unit owner.
- B. **Gift:** If any unit owner shall acquire his title by gift, the continuance of his ownership of this unit shall be subject to the approval of the Association.
- C. **Devise or Inheritance:** If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.
- D. **Other Transfer:** If any unit owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.
- E. **Notice to Association:**
- F. **Sale:** No unit owner may dispose of a unit or any interest therein by sale without the approval of the Association except to another unit owner.
1. **Gift:** If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.
  2. **Devise or Inheritance:** If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.
  3. **Other Transfers:** If any unit owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.
  4. **Notice to the Association:**  
  
**Sale:** A unit owner intending to make a bona fide sale of his unit, or any interest therein shall give the Association notice by certified mail to the Board of Administration or by personal delivery to the Secretary or President of the Association, of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the unit owner's option may include a demand by the unit owner that the Association furnish a purchaser, if the proposed purchaser is not approved, and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.
  5. **Gift, Devise, Inheritance, Other Transfers:**

**Transfers:** A unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered shall give to the Association notice in the same manner as set forth in (F) (a) herein above of the acquisition of his title, together with such information concerning the unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

**G. Leasing:** *When an owner is going to lease his/ her unit they MUST inform the BOD immediately. The prospective tenant will then contact the BOD to start the process that is as follows:*

- a. The BOD will perform a Multi-state Criminal Background check on **all adults**. The application fee is \$50 per adult. Once the report is received and reviewed,*
- b. An interview is scheduled with all adults listed on the lease. Whether the prospective tenant is approved or not, the owner or their representative will be notified in writing.*
- c. Only upon written approval can the tenant move in, but not before that.*

- 24.** A unit owner shall maintain in good condition and repair his apartment and all interior surfaces within surrounding his apartment (such as the surface of the walls, ceilings, floors) whether a part of the unit or Common Elements and maintain and repair fixtures therein and pay for any utilities which are separately metered to this apartment.
- 25.** A unit owner shall no permit or suffer anything to be done or kept in his unit which will increase insurance rates of his unit or the Common Elements, shall not commit or permit to be committed any nuisance, immoral, illegal act in his unit or on the Common Elements, or Limited Common Elements which interfere with the rights, comfort of convenience of other unit owners.
- 26.** A unit owner shall conform to and abide by the By-Laws and uniform Rules and Regulations regarding to the use of the unit, Limited Common Elements and Common Elements which may be adopted in writing form time to time by the Board of Administration of the Association and to see that all persons using owner's property by, through or under him do likewise.

The foregoing Rules and Regulations are designed to make living for you and your neighbors pleasant and comfortable. The restrictions that we impose upon ourselves are for the mutual benefit of all. Violations of these rules are to be reported to the Resident Manager or Member of the Board of Administration or person appointed by the Board of Administration, who will call the matter to the attention of the violating owner, lessee, or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgement by the Board of Administration. The Rules and Regulations have been adopted by the Board of Administration of The Ridgewood Club Condominium Association, Inc.

## 27. FINES

Whenever there is a violation to the Association's Documents, Rules and Regulations, Policies and Procedures, or Pool Rules, a Violation Notice will be sent to the person(s) committing the infraction(s). This notice will describe what the violation is and what needs to take place to correct the problem. The bottom part of the form has an area for the offender to respond to the violation. The following will then take place:

- a. **Violation occurs.**
- b. **Board holds Board Meeting to discuss and vote to fine.**
  - a. Notice of Board Meeting includes fine discussion as Agenda item.
  - b. Minutes of the Board Meeting reflect vote to fine.
- c. **If Board decides to fine:**
  - a. Notice of Intent to Fine is delivered to violator with specific description of violation including date(s) of violation.
  - b. A Notice of Intent to Fine includes a Notice of the opportunity for Hearing with the Fining Committee.
  - c. The Fining Committee Hearing is at least 14 days after the Notice is sent.
  - d. The Fining Committee is made up of 3 owners who are not related to a Board member.
  - e. The Board and violator present evidence to the Fining Committee.
  - f. If the Fining Committee does not vote to impose the fine, the fine is not imposed.
  - g. If the Fining Committee votes to impose the fine, the Fine is Imposed
- d. **If a Fine is Impose:**
  - a. Notice of Fine and Demand for Payment is provided to the violator.
  - b. The violator has 5 days to pay the fine.
- e. **If the violator does not pay the fine:**
  - a. The Association may sue the violator for not paying the fine.  
The Association can also suspend the violator's right to use the common facilities in the same manner that the fine is levied.

## 28. TRASH & DUMPSTERS

**PLEASE READ THE SIGNS AT THE DUMPSTERS AND AT THE POOL AND FOLLOW THE INSTRUCTIONS!**

**Failure to follow all of the above can result in a fine.**

# **THE RIDGEWOOD CLUB CONDOMINIUM INC.**

## **RULES AND REGULATIONS**

### **POOL**

- NO PET(S) OR ANIMAL(S) ARE ALLOWED WITHIN THE POOL, POOL DECK, OR CLUBHOUSE
- IF PROVIDED CHAIRS AND TABLES ARE MOVED, THEY MUST BE RETURNED TO THEIR ORIGINAL POSITION
- IF AN UMBRELLA IS USED IT MUST BE CLOSED BEFORE LEAVING
- NO CLIMBING ON STRUCTURES, FENCES, OR SWINGING ON GATES
- SEXUAL ACTIVITIES AND NUDITY ARE PROHIBITED IN THE POOL OR POOL AREA
- ANY CHILD THAT REQUIRES DIAPERS MUST BE IN A SWIM DIAPER SUCH AS LITTLE SWIMMERS
- GATES MUST BE CLOSED AND LOCKED AT ALL TIMES

### **PARKING**

- NO WORK TRAILERS CAN BE STORED ON THE GROUNDS
- VEHICLES CANNOT BE PARKED EXTENDING OVER THE FORWARD CURB SINCE IT PREVENTS LAWN CARE TO BE PERFORMED PROPERLY

### **STRUCTURES AND GROUNDS**

- NO FLAGS OTHER THAN THE UNITED STATES FLAGS CAN BE FLOWN OR DISPLAYED
- NO CANOPIES WHICH CAN BE SEEN ABOVE THE FENCE CAN BE USED (UMBRELLAS IN GOOD CONDITION CAN BE USED)
- IN THE FENCED IN AREA NOTHING CAN BE STORED THAT CAN BE SEEN ABOVE THE FENCE EXCEPT HURRICANE SUPPLIES

- PERSONAL BELONGINGS OR OTHER ARTICLES CAN BE LEFT ON THE GROUNDS, STAIRS, OR SIDEWALKS
- NO TOWELS, CLOTHES, MOPS ETC. SHALL BE HUNG ON THE FENCES

### **PETS AND ANIMALS**

- NO PET(S) OR ANIMAL(S) SHALL BE KEPT ON RIDGEWOOD CLUB GROUNDS THAT EXCEED 40 POUNDS. **ANY PET(S) THAT HAVE BEEN APPROVED BY THE BOARD BEFORE DATE CAN REMAIN ON THE PROPERTY.**
- NO PET(S), PET FOOD, OR LITER BOXES CAN BE LEFT ON THE PORCH, IN THE ENTRY, OR IN THE FENCED AREA.
- NO AGGRESSIVE BREEDS CAN BE ON THE PROPERT