

## RULES AND REGULATIONS

### THE PALMS OF CORTEZ CONDOMINIUM ASSOCIATION, INC.

Approved Amendments 07/28/2014

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the common elements, the limited common elements, the units and the commonly used facilities available for use by the unit owners within the Condominium (the "Condominium") shall apply to and be binding upon all unit owners. The unit owners shall at all times obey these 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. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless such waiver so states, in writing, by the Board of Directors. These rules and regulations may be amended, from time to time, at the Associations sole discretion.

#### THE RULES AND REGULATIONS ARE AS FOLLOWS:

**1. RECREATIONAL AREAS AND FACILITIES:** The commonly used facilities available for use by the unit owners within the Condominium are for the use of unit owners, their lessees and their respective family members and guests. Owners and lessees shall be responsible and liable for the conduct of their Guests and Invitees. Acts of guests and Invitees in violation of the Lease or these Association Rules and Regulations shall be deemed a default by the owner or lessee. Guests and invitees must be accompanied by the host Unit owner or lessee at all times when the Guests and Invitees are using any of the facilities of the Condominium Community to include the pool, tennis courts, playground, clubhouse or any of the Common Area facilities.

Any damage to the buildings or to the common elements or equipment caused by any unit owner, lessee or their respective guests, contractors or invitees, shall be repaired at the expense of the responsible unit owner or lessee, both of whom are jointly and severably liable. Resident agrees to abide by all rules and regulations established by the Association for the use of any recreational facility provided for the Residents, Guests and Invitees.

**2. CRIMINAL ACTIVITY AND RESIDENT SAFETY:** The owner or lessee residing in the unit has a duty to exercise care for the safety of the guests or invitees of said resident. The Association is not and will not be liable for the criminal acts of any person. Unit owners or lessees are to rely solely on the appropriate local law enforcement agency for all information regarding criminal activity in the geographic area.

**3. ARCHITECTURAL APPROVAL REQUIREMENTS:** An ARC (Architectural Committee) Request for Approval form is required before work begins in your unit. Work to be approved includes remodeling, major plumbing, major electrical, replacement of an HVAC unit, shutter purchase, or floor covering replacement. The ARC Request for Approval form is available in the Association office. Work hours are Monday through Friday from 8:30 a.m. to 4:00 p.m. **Contact must be made with the office before soldering or welding in the unit.**

**FLOOR COVERING STANDARDS:** Approval by the Board of Directors, the ARC Committee or Association Staff as designated by the Board, is required, in writing, before floor covering shall be installed in the units. ARC Review & Request for Approval forms are available in the Association office and on the association website at [www.thepalmsassociation.com](http://www.thepalmsassociation.com). Installation of carpet throughout the unit with linoleum in the kitchen and bath does not require additional soundproofing, however, must still be approved by the ARC Committee. To install any other variation of flooring, the following minimum standards must be met:

- a) Any tile, wood, glued-down or mortar-set flooring is strictly prohibited in the second and third floor units, except for in the bathroom, kitchen and laundry areas, where hard floors with the soundproofing, as stipulated below is allowed. All types of flooring, with the proper underlayment (soundproofing) will be allowed on the first floor.
- b) A "floating" or bamboo laminate is acceptable under the following conditions:
  - a. All laminates/ bamboo must be a **minimum** of 10mm in thickness.
  - b. 4mm of underlayment is required in total. Unattached underlayment(s) must have a minimum STC rating of 56. If Quiet Walk felt underlayment is used, a 2mm thickness is satisfactory.
- c) Subject to a valid written complaint from a neighbor about excess noise, the Palms of Cortez requires the use of area rugs or "throw rugs" on hard surface traffic areas to further minimize the impact and sound transmission. Those who are "grandfathered" are required to follow these new revised rules if new flooring is installed in the future.
- d) A sample of the floor covering and soundproofing material along with the manufactures spec sheet must be attached to the ARC Review Request form available in the Association office.
- e) On the day of installation, the contractor must contact the office during business hours once the soundproofing has been installed for a visual inspection by an Association representative, prior to the installation of the floor covering.

**4. SPRINKLER HEADS:** When painting your unit, you must be absolutely certain that no paint residue (overspray, drips, etc.) gets on the sprinkler head assembly as that will prevent them from functioning properly. The sprinkler heads are inspected annually by order of the Fire Marshall and any heads found with residue must be replaced as they are a Life Safety feature of our Fire System. Any replacement of sprinkler heads that is necessary due to paint residue will be the expense of the unit owner.

**5. DISTURBANCE AND NOISE:** Resident shall not make or permit any disturbing noises, inappropriate conduct or other disturbing acts that will interfere with the rights, comforts or convenience of other Residents in the Unit, the Condominium Community premises or the offices of Management, nor in any manner interfere with the management of the Condominium Community by the Board of Directors, or

management personnel. Resident is responsible for the actions of guests, invitees and pets. Audio devices, televisions, vacuum cleaners, loud and/or penetrating noise from car stereo systems and other instruments in the Unit or common areas that may be heard beyond the Unit or disturb others should not be used or, in the case of audio and TV sounds, they should be turned down to minimum volume between the hours of 10:00 p.m. and 8:00 a.m., In addition, to accommodate neighbors peaceful enjoyment of their homes, please maintain a reasonable volume of these devices during all hours of the day. All other unnecessary noises, such as slamming doors or running on stairwell, running and jumping in Units on the 2<sup>nd</sup> or 3<sup>rd</sup> floor, should be avoided at all times.

**6. ENTRANCES, FRONT WALKS AND LAWNS:** All common areas, including but not limited to, the stairways and hallways shall not be obstructed in any manner. The hanging or placing of clothes or laundry on the lawns, shrubbery, or about the building, including window sills and doors is prohibited. Grills are available for use at designated picnic areas located throughout the property during the hours of 8:00 a.m. to 10:00 p.m. Personal grills are prohibited as they present a fire hazard. Storage of propane or liquid and use of an open flame is strictly prohibited in or near the buildings per City Fire Codes. Upon the violation of these provisions and without limiting the remedies of Management, all personal grills will immediately be removed by Association Management without being liable for prosecution or any claim for damages. Leaving toys, baby carriages, bicycles and other personal property of the Owner or Lessee in any portion of the common walkways, under or on the stairwells is prohibited and Association Management and the Board of Directors reserves the right to impound and store any articles left in or on these areas, without being liable for prosecution or any claim for damages; Owner or lessee reserves the right to obtain the release of impounded articles at any time within seven (7) days from the date of such impounding by the Association Management upon payment of a service charge of \$25.00.

**7. CHILDREN:** Children may not play in the parking areas, on the public walkways or on the stairways. Reasonable supervision must be exercised when children are playing on the grounds.

**8. DESTRUCTION OF PROPERTY:** If Unit owners, their family members, lessees, contractors, invitees, and/or guests mark, mar, damage, destroy, deface or engrave any part of the Condominium, the Unit owner and lessee shall be individually and jointly financially responsible for any such damage.

**9. EXTERIOR APPEARANCE:** The exterior of the Condominium and all 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 at the sole discretion of the Association. Awnings, window guards, light reflective materials, ventilators, fans or air conditioning devices shall not 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 at the sole discretion of the Association.

**10. WINDOWS AND BALCONIES:** Windows may not be tinted without the prior consent of the Association. Installation of drapes and curtains are required and, if visible from the exterior of the Condominium, shall be white or off-white. Balcony, porch and/or patio should be neat and tidy. Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of windows. Objects shall not be hung from balconies, terraces or window sills. Unit owners may display one (1) portable, removable United States flag on the exterior of the balcony or window sill in a respectful way.

Residents shall remove all loose objects or movable objects from the balconies and terraces during the hurricane season. Residents shall not throw cigars, cigarettes or any other object from balconies, doors, windows or terraces. Cooking shall not be permitted on any balcony or terrace. Residents shall not allow anything to be thrown or to fall from balconies, doors, windows or terraces. Sweepings or other substances shall not be permitted to escape to the exterior of the Condominium from the balconies, doors, windows or terraces. Balconies or terraces may not be enclosed.

**11. SIGNS:** Without written Board approval, signs, notices or advertisements may not be exhibited, displayed or visible on any window or any part of the Condominium property except as approved and displayed by an Association Representative. For example, notices may be posted in the reader boards by the mail kiosk with approval.

**12. INGRESS AND EGRESS:** Garbage cans, laundry, dry cleaning, supplies, bikes, toys or other articles shall not be placed in the halls, on walkways or on staircase landings.

**13. STORAGE:** Lighted candles shall not be taken into the any storage areas to include storage closets or garages. Goods or materials of any kind or description that are combustible, or would increase the fire risk shall not be stored anywhere in the Unit or storage areas or near the furnace or hot water heater located within the Unit.

**14. BICYCLES:** Bicycles may be placed or stored in the bike racks located throughout the property with unit number written visibly on the frame. Non-operable bicycles will be removed and held for seven days in the Association office, at which time they will become the property of the Association and will be disposed.

**15. ATTIRE:** Unit owners, their lessees, their family members and guests shall not appear at or use the lobby areas or the recreational facilities, except in appropriate street attire. Any such person outside of the Unit without footwear shall not be permitted on or about the premises. As our community is a family environment, proper pool attire is imperative.

**16. PLUMBING:** Common water closets and other common plumbing shall not be used for any purposes other than those for which they are constructed, and sweepings, rubbish, rags, sanitary napkins or other foreign substances shall not be thrown therein. Grease and other foreign substances shall not be poured down drains. The cost of any damage resulting from misuse of same shall be borne by the resident causing the damage.

**17. TRASH:** All refuse, waste and garbage, etc., shall be securely wrapped and tied in plastic garbage bags and placed in the compactor located near building 12. The trash compactor may only be used between the hours of 7:00 a.m. and 10:00 p.m. and is solely available for the use of the household refuse of our occupants. Contractors building materials or large items are not permitted to be placed in the compactor.

Any garbage/trash left by the owner or lessee outside of the apartment, including, but not limited to, the patio/balcony, in or upon the Common Area, in a breezeway, or in any other location other than within the Unit or inside the compactor, at the Association's sole

option, may be placed in the compactor and subject to violations and fining.

**18. ROOFS:** Unit owners (other than the Association and/or agents of the Association), their lessees, their family members and guests are not permitted on the roofs or to climb on any building structure for any purpose whatsoever.

**19. SOLICITATION:** Solicitation is not permitted by any person anywhere on the Condominium Property for any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

**20. EMPLOYEES:** Except as may otherwise be permitted by the Association, employees of the Association shall not be dispatched by any unit owner, except in the unit owner's capacity as an officer or director of the Association. Unit owners shall not direct, supervise or in any manner attempt to assert any control over the employees of the Association.

**21. PETS:** Unit owners have the right not to allow pets to reside in their unit, However, in the event the privilege to allow a pet is extended and a pet is permitted, it is solely the pet owners responsibility to ensure the following standards are adhered to **at all times**:

- a) Pets must be registered with the Association office and all shots must be current at all times. There is a fee for registration of \$25.00.
- b) In no event shall any pet be permitted in any public portion of the building or grounds unless carried or on leash.
- c) The designated pet walk area is located around the perimeter of the property along the fence line. Animals or pets shall not be allowed in any grass or garden plot immediately surrounding the buildings under any conditions.
- d) Resident shall supervise their pets at all times and pet shall never be tied to any portion of the premises.
- e) The Resident is required to immediately remove and properly dispose of any feces left by the Resident's pet along the fence line where dog stations provide doggie bags and trash containers for pet owner's convenience.

No pet or animal shall be maintained or harbored within a unit, balcony or patio that would create a nuisance to any other unit owner or lessee. A determination by the Board of Directors that a pet or animal maintained or harbored within a Unit creates a nuisance or is exotic shall be binding and conclusive on all parties and removal of the pet will be required. In no event shall pet-sitting be allowed within a unit or anywhere on the condominium property.

In the event the Association discovers that Resident's pet appears to be unattended, unsupervised causing damage to the Condominium Community or that any pet is in need of emergency treatment, the Association has the right to take such steps as deemed necessary to protect the animal, to protect other persons, and to prevent damage to the property, including, but not limited to removal of the animal from the Condominium Community and delivery of the same to the county animal control department or The Humane Society without being liable for prosecution or any claim of damages, including associated costs.

**PET RESTRICTIONS: Not more than one (1) pet weighing less than sixty five (65) pounds and properly registered with the management office is permitted.** Any resident who was in compliance with the previous two (2) pet policy prior to the effective date of this amendment shall be "grandfathered" to remain in compliance with the previous policy until one of the pets is no longer at the residence, at which time this amended policy will be effective for that resident.

Any type of exotic pet or animal shall not be kept or harbored on the Condominium Property or within the confines of a Unit, without the prior written consent of the Association for each instance. Such consent may be given upon such conditions as the Board of Directors may direct. At the sole discretion of the Board of Directors, consent shall be only for the particular pet specified in the consent and shall be deemed provisional and subject to revocation by the Association at any time with or without cause. Notwithstanding the foregoing, in no event shall: (i) Pit Bulls; (ii) Doberman Pinchers; (iii) Rottweilers; or (iv) any variation of the types of dogs specified in subparagraphs (i) through (iv) be permitted at any time on the Condominium Property or within the confines of a Unit. If your dog is of a mixed breed, a statement from a licensed veterinarian is required showing that your dog has absolutely none of the genetic make up of any of the aforementioned breeds. Your licensed veterinarian will be held accountable for any misrepresentations.

**22. SWIMMING POOL:** Unit owners, their lessees and their guests using the swimming pool shall do so at their own risk. Unit owners, their lessees and their guests shall obey the posted swimming pool rules. The following are basic rules for all persons using the swimming pool:

- a) Residents may have no more than 4 guests per unit in the pool area at a time and the resident must accompany the guest. For the enjoyment of our residents, private pool parties are not allowed.
- b) Unit owners and lessees are prohibited from bringing children less than fourteen (14) years of age to the swimming pool and leaving them as they are expected to personally supervise their children.
- c) Swimming and entry in the pool is permitted only between dawn and dusk.
- d) A child who cannot safely swim may not be brought to the swimming pool unless accompanied, at all times, by an adult. Such a child cannot enter the swimming pool unless accompanied by an adult who is at the pool in proper bathing attire.
- e) All persons using the swimming pool must be appropriately attired.
- f) All persons must shower thoroughly before entering the swimming pool.
- g) Pool safety equipment should be kept in place and shall not be used, except for its intended purposes.
- h) Pneumatic floats or other items of a similar nature, other than swimming aids, are not permitted in the swimming pool.
- i) Animals are not permitted in the general swimming pool area.
- j) Running, jumping, skating or any other activity which creates a danger or annoyance in the general swimming pool area is prohibited.
- k) Glass is not to be allowed pool side at any time.
- l) If suntan oil is used, a beach towel must be used to cover pool and patio furniture.
- m) Children who are not toilet trained must wear appropriate waterproof swimming diapers.
- n) Alcoholic beverages are not to be allowed poolside, except with the permission of the Board of Directors and then only in the

areas designated by the Board of Directors.

**23. FITNESS CENTER:** Any fitness equipment provided by the Association shall be used only by Residents 18 years and older. *Residents between the ages of 15 and 18 must be accompanied by a parent or responsible adult to use the fitness equipment.* Appropriate work out attire, to include tennis shoes, shorts or sweats and shirt, must be worn at all times when in the fitness facility. Wipe down the equipment after each use.

**24. ACCESS GATE:** The access gate is strictly for traffic control. Do not tailgate through the gate. Access is the sole responsibility of the owner or lessee. After office hours there is no access if your card is lost, stolen or misplaced. Additional cards can be purchased during office hours for \$45.00 and replacement cards for \$25.00 through the Association Office. The maximum amount of gate cards allowed will be two (2) per Bedroom. If the unit is primarily an investment rental, two (2) additional gate cards will be allowed to the Owner. All new and existing gate cards must be registered with the Association Office each time a card changes hands. Failure to do so will result in the removal of the card from the gate system. The Association is not liable for any damage incurred due to the improper use, or non-use of the gated access system. Owner or lessee will be responsible for any damage to the gate caused by unit owners, lessees, contractors, their employees, service providers, agents, visitors, licensees and families.

To allow access for your visitors, provide the Association Management with a local phone number. Your visitors can find your name alphabetically, dial your code which will call the phone number you provided the office. Upon answering your phone, dial 9, you will hear a tone, hang up and the gate will open.

**25. PARKING / MOTOR VEHICLES POLICY:** Vehicles belonging to a unit owner, lessee or to a member of the family or guest, tenant or employee of a unit owner or lessee shall not be parked in such a manner as to impede or prevent access to another parking space or on the grass. All vehicles shall be parked within the painted lines and pulled up close to the curb. As a security measure, all automobile doors should be locked. Unit owners, lessees and their employees, service providers, agents, visitors, licensees and families shall obey the parking regulations posted in the parking areas and drives, and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the unit owners. The speed limit throughout the community is 15 mph.

Motor vehicles which cannot operate on its own power shall not remain within the Condominium Property for more than (24) hours, and repairs of vehicles, except for emergency repairs, shall not be made within the Condominium Property. Boats, trailers, campers, RVs and other vehicles larger than a passenger vehicle, truck, van or SUV are not allowed on community property overnight unless previously agreed to in writing by the Board of Directors. All vehicles must fit side to side and front to back in existing designated parking lines. Vehicles without current tags or license plates are not permitted on the property. Smaller recreational vehicles may be appropriately stored in an enclosed garage.

In the event decals are required to be affixed to each vehicle owned by or leased by a unit owner or lessee, while parked within the Condominium Property, then each vehicle owned by or leased by a unit owner or lessee shall bear the required decal while within the Condominium Property.

Subject to applicable laws and ordinances, any vehicle/automobile of any nature parked in violation of the covenants and restrictions contained in the Declaration of Condominium of The Palms of Cortez, or in the rules and regulations now or hereafter adopted by the Board of Directors, may be towed by the Association (or its agent) without notice at the sole cost and expense of the owner of such vehicle/automobile. The Association shall not be liable to the owner of such vehicle/automobile for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing. For purposes of this rule, "vehicle" shall also mean campers, boats, mobile homes and trailers of every type, kind or description.

**26. MOVING:** The moving of furniture and other possessions of the owner or lessee to and from the Unit is permitted only between 8:00 a.m. and 8:00 p.m. Removal of "Moving" vehicles and all packing cases, barrels, and/or boxes used in moving, within twenty-four (24) hours after move-in or move-out, is the responsibility of the resident.

**27. HURRICANE PREPARATIONS:** Unit residents shall remove all loose objects or movable objects from the balconies and terraces during the hurricane season. If the unit is left vacant during hurricane season, from June through November, the unit owner must remove all loose and movable objects from the balconies and all windows must be closed and secured.

**28. WATER:** Turn off water at the main water valve in the unit each time the unit will be unoccupied or resident will be away for more than 72 hours.

**29. PEST CONTROL:** All unit owners and lessees shall permit employees of pest control companies employed by the Association, if any, to enter into the units, at regularly scheduled times, to perform pest control services and inspections.

**30. FIRE SYSTEM:** Tampering with fire sprinklers, interior strobes, horns and smoke detectors is strictly prohibited. Damages will result in repairs being billed back to the lessee and/or unit owner. All unit owners and lessees shall permit employees of fire inspection companies employed by the Association, to enter into the units, to perform annual inspections and repairs at scheduled times. Notifications of inspections will be posted at the mail kiosks, stairwell columns and the association website.

**31. ANTENNAE AND SATELLITE DISHES:** Radio and television aerial or antenna shall not be attached to, or hung from the roofs thereon, except for installations constructed thereon by the Association and/or agents of the Association. Satellite dishes less than one meter (approximately 30 inches) in diameter may be installed within the confines of the unit's balcony or lanai. Any damage to the Unit or common elements from such installation shall be repaired by the applicable unit owner and/or resident at such unit owner and/or resident's expense. The Board of Directors may grant variances to allow reception of a quality signal. Notwithstanding the foregoing,

satellite dish installation is subject to the ordinances of the City of Bradenton and FCC regulations.

**32. USE OF COMMON FACILITIES:** Immediate family members, as defined in 33(c), below of owner or designated occupant, may use the common area facilities. Day visitors using The Palms of Cortez common elements (pool, etc.) must be accompanied by the host condominium owner or designated occupant or an occupant previously approved by the Board (e.g. a renter). Residents may not have more than 4 guests per unit with them at a time at the pool area and tennis courts and are limited to 2 guests per unit in the fitness center without prior approval from the Board of Directors.

**33. RENTAL, LEASE, OR LOAN OF UNITS:** In keeping with the unit owners rights in the Declaration and Bylaws it is reasonable and desirable to restrict the transient occupancy of units for purposes of Community security and tranquility; and as it is in the reasonable interest of the Association to limit the number of persons who may occupy any unit at one time; and as certain restrictions on unit occupancy would be consistent with the unit-owners' rights provided in the Declaration and Bylaws or reasonably inferable; therefore, the following are among the rules and regulations adopted to meet the Association's objectives:

- a) If a unit is owned by a closely-held corporation, trust, or any entity other than a natural person, or by more than one person other than husband and wife, the owners of the unit shall provide notice to the Association of the name(s) of a "designated occupant" for the unit, together with such other information as the Association may require about that person(s). Such notice and information shall be on such forms as the Association may require, and shall be provided to the Association 10 days prior to the initial residence in the unit by the designated occupant or family member of the designated occupant. Such "designated occupant" shall be subject to all of the rules and regulations applicable to owners. The designated occupant may be changed by the owner or owners of the unit not more frequently than two (2) times each calendar year. Each such change of designated occupant shall be considered a rental for purposes of the application.
- b) Lessees receiving a rental subsidy will not be approved for occupancy.
- c) The loan of a unit is defined as the permission to occupy a unit in the absence of an owner of that unit or, where applicable, in the absence of a designated occupant of the unit, except for occupancy by an immediate family member (an immediate family member is defined as children, grandchildren, parents, grandparents, sisters and brothers and spouses of such persons, referred to herein as "family". As used herein "non-family" or "non-family members" refer to all other persons). Occupancy of a unit when the recorded owner or designated occupant is not in residence shall be deemed to be a lease and shall be counted as one occupancy, except when at least one occupant is an immediate family member.
- d) The sale, lease, rental occupancy, loan, or transfer of units is subject to Board approval. Prior to any such transaction, the unit owner must notify the Board in writing of the name(s) and address with whom the proposed sale, lease, rental occupancy, loan, or transfer is to be made, and provide the Board with such information as it may require for approval, including completion of application forms. No unit may be subleased or a lease assigned without first obtaining prior approval of the Board of Directors or its designee. All new residents must make an appointment for a personal interview with the Association representatives unless waived by the Board.
- e) A Unit may not be leased, rented or loaned more than a total of two (2) times each calendar year, except to an immediate family member, as defined in 30 (b). Leases must be at least 6 (six) months in duration,
- f) Any member of the Board or the Lease/Loan/Rental Approval Committee, as such members are appointed by the Board of Directors, shall have the authority to approve or deny such applications requiring the approval of the Board.
- g) No unit may be occupied by any person under eighteen (18) years of age in the absence of a person eighteen (18) years of age or older. This rule applies to all units under all circumstances, whether the unit is under rental, loan or occupancy by immediate family members.
- h) All requests for consideration of rentals, loans to non-family members or other transfers shall be accompanied by payment of a \$100 per family. Failure to submit this payment, as well as failure to fully comply with the Association's prescribed documentary requirements, will preclude any consideration of the request by the Board or the Lease/Loan/Rental Approval Committee. Processing fees are non-refundable regardless of whether requests are approved or denied.
- i) When an Owner or Designated Occupant seek Board approval of the rental of his or her unit, or a loan to a non-family member, he or she shall be considered to also have assigned all rights to use all appurtenances and privileges associated with the unit to the proposed occupant, if approved, for the duration of the proposed occupancy.
- j) All Owners and Designated Occupants are obligated to see that all persons using his or her unit (immediate family or non-family) abide by all rules and regulations. Continual violation of rules by a unit occupant or occupants after an appropriate warning shall constitute grounds for imposing fines or immediate eviction as the Board may determine.

**34. LEASE APPLICATION APPROVAL POLICY:** If any persons, other than the unit owner, occupy the unit, The Palms of Cortez Condominium Association, Inc. requires all occupants be registered and approved in the Association office by filling out an application, to include use of unit by family members. Occupants over the age of 18 must fill out an application at least 10 business days prior to and be approved by the Association before the anticipated move-in date.

The following will be considered just cause for denial of applicant:

- 1) Any pedophile convictions.
- 2) Felony drug convictions within the last 5 years.
- 3) Aggressive felony convictions within the last 5 years.
- 4) Convictions regarding noise and disorderly conduct.
- 5) Evictions on the record.

The unit owner is responsible to ensure the following:

- 1) An approval will not be granted without a copy of the lease signed by both the unit owner, or owner's rental representative, and the lessee.
- 2) Unit owner, or owner's rental representative, is responsible for checking credit worthiness and prior rental history.
- 3) Each renter must be provided with a copy of the Rules and Regulations by the unit owner or their leasing representative before turning in the application for approval.
- 4) Approval of the lease can be withheld if the unit owner is in default due to non-payment of assessment dues or fees.
- 5) Occupancy standard is not to exceed 2 people per bedroom per unit.
- 6) It is the unit owner or owner's rental representative's responsibility to verify the applicant has completed a pet application, if applicable, and to verify the pet meets all stipulations as set forth in section 20 of these Rules and Regulations before allowing occupant to take possession of said unit.
- 7) An owner requesting approval for a lease term for less than a six month term must turn in application at least 30 days prior to move in as this will require special Board approval.
- 8) The unit owner is responsible for getting an application approved prior to move-in. There is a minimum \$25.00 per day and maximum of \$100 per day fine (up to a maximum aggregate fine of \$1000) in all instances when the application is received after the applicant has moved-in. Also, the tenant is subject to eviction. The minimum fine will be assessed and billed at \$25 per day. An additional fine may be assessed by the Board, if the facts appear to be a deliberate violation, as determined at the sole discretion of the Board, subject to any appeal to the Grievance Committee.

IN THE EVENT ANY OF THE CRITERIA ARE HELD TO BE PARTIALLY OR WHOLLY INVALID OR UNENFORCEABLE FOR ANY REASON WHATSOEVER, SUCH HOLDINGS WILL NOT AFFECT, ALTER, MODIFY, OR IMPAIR IN ANY MANNER WHATSOEVER ANY OF THE OTHER CRITERIA IN THIS POLICY

**35. MISCELLANEOUS FEES:** The following fees are paid to The Palms of Cortez Condominium Association in the form of a check or money order.

Copy fee (100 page limit)	\$0.10 per page
Sending and receiving faxes (5 page limit)	\$0.50 per page
Purchase gate card	\$45.00 per card
Replacement gate card	\$25.00 per card
Walk-through gate key	1 <sup>st</sup> Key Free. \$1.00 per additional key
After hours lock-out charge	\$50.00
Recreation room cleaning fee	\$50.00 per hour if clean-up is required
Rental application fee	\$100.00 per family \$25.00 for on site transfer

**36. REPORTING AND DISPOSITION OF VIOLATIONS:**

- a) Violations should be reported by the unit owner or resident, **in writing**, to the Association Manager or the Board of Directors.
- b) Violations will be called to the attention of the violating unit owner and/or lessee by the Board of Directors.
- c) A Grievance committee has been appointed by the Board of Directors to hear violations and adjudicate such violations by issuing penalties, when appropriate. Disagreements concerning violations will be presented to and be judged by this Committee
- d) Unit owners are responsible for compliance by their guests and are jointly and severably liable for their lessees, and their guests in accordance)-with these Rules and Regulations.

The foregoing Rules and Regulations are designed to make living for all unit owners pleasant and comfortable and compliance with the foregoing Rules and Regulations is mandatory. The restrictions imposed are for the mutual benefit of all.

**THE PALMS OF CORTEZ CONDOMINIUM ASSOCIATION, INC.**