

# **Town Place Village Homes Condominium Association Inc.'s Rules and Regulations**

**(Adopted November 15, 2022, Amended January 31, 2024)**

## **1. USE OF THE COMMON ELEMENTS**

- A. The common elements of the condominium are for the exclusive use of the Unit Owners and their immediate families, lessees, resident house guests and guests accompanied by a member, and no other person shall be permitted to use the common elements of the condominiums unless accompanied by a unit owner a member of the immediate family, without the prior written consent of the Association.
- B. Owners shall notify the manager and security guard, by written notice in advance, of each set of arrival and departure dates of guests or family members who have permission to use a unit in the owners' absence
- C. Each residential unit shall be used only as a family residence. NO BUSINESS activities are permitted in any residential unit in TOWN PLACE.
- D. When the owner is not in residence, guests may occupy the home subject to prior notification, of each set of arrival and departure dates, to Security of said guests.

## **2. DESTRUCTION OF PROPERTY**

- A. There shall be no marking, marring, damaging, destroying, removing, or defacing of any part of the Condominium property. Owners shall be held responsible for, and shall bear any expense of, such damage caused by said owner, his family, guests, lessees and/or invitees.

## **3. OBSTRUCTIONS**

- A. The sidewalks entrances, passages, vestibules and like portions of the common elements shall not be obstructed or used for any purpose other than for ingress and egress to and from Condominium property; or shall any carts, carriages, chairs, tables, bicycles, or any other objects be stored therein or thereon.
- B. The personal property of unit owners must be stored in their respective units.
- C. No structure of a temporary character, nor trailer, boat, tent, mobile home, motorcycles, open or closed bed truck, or recreation vehicle shall be permitted on Condominium property at any time or used on Condominium property at any time as a residence either temporarily or permanently. No statues, bird baths or other similar items are permitted on the outside of a unit.
- D. No temporary structure, accessory, building, tent, canopy of the like shall be erected or placed within Village Homes without prior approval of the association.
- E. No gas tank, gas container or gas cylinder shall be permitted, except small containers for use in gas barbecues.

#### **4. DISTURBANCES**

- A. No unit owner shall make or permit any disturbing noises in the building by himself or his family, servants, employees, agents, and visitors, or permit any conduct by such persons that will interfere with the rights, comforts, or convenience of other unit owners.
- B. No unit owner shall play or permit to be placed any musical instrument or operate or permit to be operated a phonograph, tape recorder, CD player, television radio or sound amplifier in his unit in such a manner as to disturb or annoy other residents.
- C. No unit owner shall conduct or permit to be conducted vocal or instrumental instruction at any time which disturbs other residents. No radio or television installation may be permitted in any unit which interferes with the television or radio reception of another unit.
- D. Nothing shall be done by any resident which may be or may become a nuisance to OTHER residents. When such incidents occur, please report them quickly to the management company.

#### **5. BALCONIES, WINDOWS, PATIOS, DOORS, AND UNIT ALTERATIONS AND CHANGES**

- A. No garbage cans, supplies, bottles, or other articles shall be placed on the balconies, landings, or other common elements, but must be stored in areas designated by the Board of Directors within the limited common elements.
- B. No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, fences, balconies, or patios. No unit owner shall permit anything to fall from the window or door of the premises or sweep or throw from the premises any dirt or other substance into any of the balconies or elsewhere in the building or upon the common elements.
- C. Barbecuing shall be permitted only in fenced in patios.
- D. A unit owner shall not cause anything to be affixed or attached to hung, displayed, or placed on the exterior wall, doors, balconies, or windows of the building (see Section 14 for Satellite Dish Installation). Curtains or drapes (or linings thereof) which face on the exterior windows or glass doors of units shall be subject to disapproval by the Board, in which case they shall be removed or replaced with acceptable items.
- E. No air conditioning units may be installed by the unit owner in unit walls, windows or, otherwise in such manner as to be visible or audible of the unit and its limited common elements. All governmental permits shall be provided to the Association before any permitted work shall begin along with the required architectural change form that is required for any and all changes to balconies, windows, patios, doors, fences, or any portions to an owner's unit that requires a governmental permit. The Association shall the right to accept or deny any architectural change pursuant to the Association's Governing Documents, as they may be amended time to time.
- F. No unit owner shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass.
- G. The outdoor drying of clothing, towels, swimsuits, etc. Is not permitted. Similarly, the indoor drying of such articles which can be seen by others from the outdoor is prohibited.

## **6. RESIDENCE EXTERIOR APPEARANCE**

- A. Entrance ways and walks shall be kept free of loose articles such as paint cans, garden tools, toys, bicycles, beach gear or any article which tends to make such areas untidy and unattractive to other residents.
- B. Chaise lounges, lawn chairs, tables, and umbrellas shall be removed from lawn areas when not in use. Passageways and all grassed areas must not be encumbered by chairs, hoses, tables, and barbecues, or any other items that prevent access for lawn equipment operations.

## **7. PARKING**

- A. No trailer, boat, tent, mobile home, motorcycle, motorized scooter, or recreation vehicle shall be permitted on Condominium property at any time or used on Condominium property at any time either temporarily or permanently.
- B. Vehicles parking to impede ingress to or egress from other parking spaces, drive, roads, or building entrance ways is prohibited and shall be grounds for removal of the vehicle by the Association at the expense of the vehicle owner and/or operator.
- C. One assigned parking space is allotted to each unit owner. Additional vehicles must use guest parking spaces. Unit owners' vehicles must have a resident car decal on their back left window. Every car parked overnight must display a resident parking decal on the lower left front windshield. Overnight guests must display a guest parking pass in the lower left front windshield obtained by security. Failure to display a valid parking permit or guest pass will result in a fine and/or towing from the property at the owner/operator's expense.
- D. Parking areas shall only be used for parking private passenger motor vehicles. No vehicles may be parked in any area other than in areas designed for parking. Vehicles must have a current passenger license plate assigned to that vehicle, displayed, or they will be towed.
- E. Unit owners are responsible for the maintenance of vehicles and are liable for damage to pavement caused by oil and solvents leaking to the pavement from their vehicles.
- F. Violation of parking rules can result in fines and/or towing away of the vehicle at the owner's expense.
- G. Do not park on grass, roadways, turns and stay clear of fire hydrants.
- H. No vehicle maintenance or repairs shall be performed on the condominium property.
- I. Parking Bar Code Charges are as follows: First bar code is \$50.00; A bar code for any additional car is \$25.00; A new barcode for new car is \$25.00; Renters must purchase bar codes.
- J. No owner, resident, or tenant may park their barcoded car in guest spot to save reserved spot for guests...no cars without a barcode or a permanent snowbird/rental vehicle pass can be in reserved space.
- K. No guest can park overnight without a pass obtained at security desk.

## 8. ADMISSION TO TPVH

- A. Owners and renters are issued bar code decals for their vehicles to be used at the resident gate side. Please contact the management company for this option. Bar code decals may be purchased at the management company by written check only and proper identification.
- B. Guests will be admitted at the security gate after being pre-announced by a resident or confirmed for admittance by a resident when called by security.
- C. Security should be advised in advance of arrival of service vehicles and deliveries to cut down waiting time for phone confirmation, at the security gate.
- D. All guests of occupants' children must be confirmed for admittance by telephone.
- E. All guests and vendors are recorded on a log at the gate, by security.
- F. No trucks, pickup trucks, vans, panel trucks, or moving trucks are to be allowed in after 6:00 P.M Monday-Saturday. Additionally, trucks, pickup trucks, vans, panel trucks, or moving trucks are NOT allowed, at any time, Sunday, and holidays.
- G. Only two Guests or Immediately Family Members as defined in these Rules may be allowed on the Association's Security Guest List. Only three vendors shall be allowed on the Association's Security Guest List. For all other guests, or vendors, the Association Security will be required to call the Owner or Tenant and obtain verbal permission to allow the additional guest, or vendor to enter Association property.

## 9. PETS/ANIMALS

- A. The owners (regardless of the number of joint owners) of each unit may maintain no more than two (2) household pets in a unit.
- B. Pets are to be limited to dogs (not to exceed 35 pounds at maturity), cats or other household pets (livestock or exotic wild animals that may be dangerous or harmful to other unit owners are not considered household pets).
- C. Pets may not be bred or maintained for any commercial purpose and may not become a nuisance or annoyance to neighbors.
- D. Unit owners must pick up all solid waste of their pets and dispose of such waste appropriately.
- E. All pets (including cats) must be always leashed when outside the unit or enclosed patio.
- F. Dogs may not be kept in patio areas or on balconies when the owner is not in the unit.
- G. No one other than the owner of the unit is permitted to keep any pets. Violation of the provisions of this paragraph shall entitle the Association to all its rights and remedies, including, but not limited to, the right to fine unit owners (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium property.
- H. All pets and animals must be current in their rabies shots.
- I. The pet/animal Owner and the Owner of the Unit involved shall be strictly liable for damages caused by the pet/animal to the Condominium property.
- J. The Association require Owners to provide a current photo of their pet or animal, and to fill out a pet/animal registration form. Additionally, the Association may enact additional ESA Rules, Regulations, and Resolutions that do not conflict with the Fair Housing Act, from time to time. **All pets or animals must be properly registered by preparing and**

**submitting to the Association the Association's Pet/Animal Registration Form along with an updated current photo by December 1, 2022. Any pets or animals that are currently in violation of any and all association pet/animal rules shall be grandfathered in as of the date of this amendment, so long as they submit the animal/pet registration form by December 1, 2022. Only those specific pets will be grandfathered in; no new pets will be grandfathered in as of the date of these rules.**

- K. There shall be no feeding of any animals or birds, whether a pet or not, anywhere on the Common Elements or Association property.
- L. No pet or animal which is vicious or dangerous is allowed on the property.  
Dangerous/vicious animal is defined as an animal which meets any one (1) of the following criteria: (a) has aggressively bitten, attacked, endangered or has inflicted severe injury on a human being at any time whether on or off the property, (b) has severely injured or killed a domestic animal at any time whether on or off the property, or (c) has, when unprovoked, chased or approached any person upon the roadways, driveways, dog parks, and/or sidewalks, or any other portion of the property in a menacing fashion or apparent attitude of attack; provided, however, that an animal shall not be considered a dangerous or vicious animal if the threat, injury or damage was sustained by a person who, at the time, was unlawfully on the property (or any portion thereof), or, while lawfully on the property (or any portion thereof), was taunting, tormenting, abusing or assaulting the animal or its Owner or a family member; provided further, that no animal may be a dangerous/vicious animal if the animal was protecting or defending a human being within the immediate vicinity from an unjustified attack or assault.

## **10. PEOPLE**

- A. Children shall not play on or about the common elements of the Condominium except under reasonable supervision by a responsible adult.
- B. Adults and children alike must use paths provided for walking, jogging, bicycle riding and roller skating.
- C. Drivers must observe speed limits as posted and use caution when entering or exiting the cul-de-sacs.
- D. Traffic circle rules must be observed and driving to the right is mandatory. Speeder and traffic violators are subject to fines.

## **11. HURRICANE REGULATIONS**

- A. Unit owners who plan to be absent during Hurricane Season must prepare their unit prior to departure, by designating a responsible firm or individual to care for his unit should the unit suffer hurricane damage and must furnish the Association with the name and telephone number of said individual or firm. All shutters must be approved by the Board prior to installations, no shutters may be used until hurricane warnings and must be removed within 72 hours (All movable objects should be removed prior to leaving for an extended absence during Hurricane Season.)

## **12. SIGNS**

- A. No sign, nameplate, signal advertisement or illumination shall be inscribed or exposed on or at any window, door, balcony, or terrace without the expressed written consent of the Board of Directors.
- B. No "For Rent", "For Sale" or "Open House" signs shall be erected or displayed without the written approval of the Association and shall be in the form prescribed by the Association.
- C. No "Garage Sale", "Tag Sale", or "Estate Sale" signs permitted, as they are not permitted on the premises.

## **13. POOL**

- A. Swimming is permitted 8:00 a.m. to 10:00 p.m. only.
- B. Children under (12) years of age must be always accompanied by a reliable adult (18 years or older).
- C. All persons using the pool do so at their own risk.
- D. All swimmers must shower before entering the pool.
- E. No balls, toys, or other objects, except rafts and/or swimming aids attached to the swimmer are permitted in or around the pool.
- F. No pets are permitted in the pool area or in the pool.
- G. No running is permitted in the pool area.
- H. No food or beverages shall be brought to or consumed in the pool area except by prior written consent of the Board of Directors. In no event shall glass objects be permitted in the pool area.
- I. Persons using suntan oil, lotion or any other similar substance shall not use pool side furniture unless such furniture is completely covered by a towel or other protective material.
- J. Diving into the pool is prohibited.
- K. Use trash receptacles and ash trays to dispose waste.
- L. Turn off Jacuzzi if you are leaving before the timer expires.  
\*\*NOTE: Please respect the privacy of your fellow association members by refraining from playing a radio so that the noise intrudes on their privacy. Noisy children should be removed from the pool area.
- M. All umbrellas must be closed upon leaving and all chairs and loungers must be placed where originally found.

## **14. SATELITE DISH INSTALLATION**

- A. TV Satellite Dishes are allowed to be installed if FCC and Association Guidelines are followed. You must submit an ARB form for Approval. Dish must be installed within owners' exclusive area. As per the docs, no aerial or antenna shall be erected or maintained on or about the exterior of any Unit.

- B. The documents specifically prohibit an Owner from installing a satellite dish on the Common Element balcony or on the exterior portions of the building, which constitute Common Elements, Under the Associations documents as well as under Federal law, an Owner is entitled to install a satellite dish of up to one (1) meter in diameter in the area within exclusive control of the Owner. Satellite dishes are not to be affixed to the Common Element including the exteriors of the buildings or to any Common Element railings and shall not be allowed to hang over the balconies into Common Element space.

## **15. OWNERSHIP AND TRANSFER OF OWNERSHIP OF UNITS.**

In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of the ownership of a Unit shall be subject to the following provisions so long as the Community exists, which provisions each Owner of a Unit agrees to observe. Reference to "Unit" shall include the Dwelling Structure under these Rules and Regulations.

Forms of Ownership. There is no limitation on who may own a Unit.

Transfer of Ownership of Units.

### **A. Transfers Subject to these Rules**

- 1) Sale or Gift. No Owner may dispose of a Unit or any interest in the Unit by sale or gift (including agreement for deed) without written approval of the Board of Directors.
- 2) Other Transfers. If any person acquires title in any manner not considered in the foregoing subsection (a)(i), his or her right to occupy or use the Unit or to continue occupying or using the Unit shall be subject to the approval of the Board of Directors (that person having no right to occupy or use the Unit before being approved by the Board of Directors) under the procedures outlined below. The foregoing is sometimes referred to as a 'Transfer'. The term 'Transfer' also includes any intended non-Owner occupants to occupy the along with the Owner.

Procedures.

### **A. Notice to Association.**

- 1) Sale or Gift. An Owner intending to make a sale or gift of his or her Unit or any interest in the Unit shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, the names and addresses of the intended occupants to occupy the Unit along with the Owner, and such other information as the Board may reasonably require, and transfer fee has been paid. The Board shall require

the personal appearance of any purchaser (s) or donee(s) and his or her spouse and other intended adult occupants, as a condition of approval.

- 2) Other Transfers. The transferee(s) must notify the Board of Directors of his or her ownership and submit a certified copy of the instrument evidencing his or her ownership and such other information as the Board may reasonably require. The transferee(s) shall have no occupancy or use rights unless approved by the Board.
  - 3) Demand. With the notice required in Section above, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser upon the same price and terms as in the disapproved sales contract, or if no contract is involved, for the fair market value of the Unit determined as provided below. This obligation of the Association exists only if the written demand is made by the Owner or transferee along with and at the same time as the provision of the notice set forth in Section above.
  - 4) Failure to Give Notice. If no notice is given, the Board of Directors, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in a Unit or making a gift of the Unit or otherwise obtaining title, such failure shall create a rebuttable presumption that the seller and the purchaser, or Owner making the gift, or otherwise intend to violate the covenants of this Declaration and shall constitute good cause for Association disapproval.
- B. Approval. Within thirty (30) days of receipt of the required notice, transfer fee, personal appearances and information requested, the Board shall approve or disapprove the Transfer. The Transfer approval includes approval of the Owner/purchaser of all intended adult occupants. If a Transfer is approved, the approval shall be stated in a letter of approval signed by an officer or designee and delivered to the transferee. If the Board neither approves nor disapproves within this thirty (30) day limit, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue such a letter to the transferee.
- C. Disapproval.
- 1) With Good Cause. Approval of the Association shall be withheld if the Board so votes. Good cause for disapproval shall include but not be limited to the following:
    - a) The person seeking approval or intended occupants have been convicted of a felony involving violence to persons or property, felony sex offenses, or felony drug offenses.
    - b) The application for approval on its face indicates that the persons seeking approval or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with and/or are unable to comply with the Governing Documents and/or the Rules and Regulations of the Association.



- c) The person seeking approval or intended occupants, during previous occupancy, have been found in violation of the Governing Documents and/or Rules and Regulations of the Association, by his or her conduct in the Community as a tenant, Owner or occupant of a Unit, or such attitude at the personal appearance before the Board or its designee.
- d) The person seeking approval has failed to provide the information, fees, including appearances required to process the application in a timely manner, or provided false information during the application process, or the required transfer fee is not paid; or
- e) The Owner is delinquent in the payment of the assessments or any other monetary obligations at the time the application is considered, the Owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors.
- f) The person who must seek approval fails to give proper notice of his or her intention to transfer title to the Unit or to continue as Owner of a Unit upon a gift or inheritance.
- g) The creditworthiness of the purchaser is such that there is a reasonable belief that the person will be unable to pay monetary obligations due and owing to the Association as an Owner.

D. Without Good Cause. If the Board disapproves without good cause, and if the Owner or transferee has made the demand set forth above, then within ninety (90) days after the Board meeting at which the disapproval took place, the Board shall deliver in writing to the Owner or transferee (hereafter 'the seller') the name of an approved purchaser who will purchase the Unit upon substantially the same price and terms as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average of appraisals by two MAI appraisers, one selected by the seller and the other by the Association. The cost of the appraisals, and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his or her own title insurance, and all costs of mortgage financing; real property taxes and assessments and other monetary obligations shall be prorated for the year of closing and the parties shall bear their own attorneys' fees, if any. The closing shall take place no longer than ninety (90) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure to close by the seller shall constitute a breach of contract and shall entitle the purchaser to specific performance or damages. If the Board fails to deliver the name of the approved purchaser within ninety (90) days as required above, or if the approved purchaser defaults in his or her purchase, then the original proposed

purchaser shall be deemed to be approved, despite the Board's former disapproval, and upon demand a certificate signed by an officer in recordable form shall be issued.

E. General Provisions.

- 1) Unapproved Transfers. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive relief or by other means provided in this Declaration should these rules be violated.
- 2) Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social, financial, and other data relating to the intended purchasers or new owners, and adult occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended purchasers, new owners and occupants within the time limits extended to the Association for that purpose as set forth in these rules. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.
- 3) 3. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approvals in the amount as set forth by the Board of Directors from time to time.

## **16. LEASING OF UNITS.**

An Owner may lease or grant a license for only his or her entire unit, and then only in accordance with the Declaration of Covenants and these Rules Regulations, after receiving the approval of the Association as provided for in this Paragraph. Reference to "leasing" shall include rental and a license with the Owner. Prior approval is also required in connection with any lease renewal and in connection with any change in occupancy under, during or along with a lease. A lease or rental shall exist if any form of consideration (whether for services, employment or otherwise) is paid or exchanged. Any lease, lease renewal license, or change in occupancy under, during or along with a Lease or license is referred to in these Rules and Regulations as a "Transfer".

Procedures.

- A. Notice by the Owner. An Owner shall give to the Board of Directors or its designee written notice of an intended Transfer at least thirty (30) days prior to the proposed Transfer and occupancy thereunder, together with the name and address of the proposed lessee(s), an executed copy of the proposed lease, the names of the intended occupants to occupy the Unit along with the lessee and such other information as the Board may reasonably require as to the proposed lessee(s) and any intended occupants. The Board shall require the personal appearance of any lessee(s), and his or her spouse and any other intended adult occupants, as a condition of approval. No occupancy or placement of personal

belongings on or in the Dwelling Structure is permitted prior to the Board's approval.

- B. Approval. After the required notice and all information, transfer fee, and appearances requested have been provided, the Board shall approve or disapprove the proposed Transfer within thirty (30) days. The Transfer approval includes approval of the lessees and all intended adult occupants. If the Board neither approves nor disapproves within this time, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.
- C. Disapproval. A proposed Transfer shall be disapproved if a Board so votes, and in such case the Transfer shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:
  - A. The Owner is delinquent in the payment of assessments or other monetary obligations due and owing to the Association at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorneys' and paralegal fees also due and owing) within a time frame required by the Board of Directors.
    - i. If an owner is behind in their monthly dues, special assessment, or a fine, they cannot initiate a new lease/or rent for the first time until their balance is brought to zero.
  - B. The Owner has a history of leasing his or her Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his or her Unit.
  - C. The application on its face appears to indicate that the person seeking approval and/or intended occupants intend(s) to conduct himself/themselves in a manner inconsistent with and/or are unable to comply with the Governing Documents and/or Rules and Regulations of the Association.
  - D. The prospective lessee or other intended occupants have been convicted of a felony involving violence to persons or property, felony sex offenses, or felony drug offenses.
  - E. The lessee or other intended occupants, during previous occupancy, have violated the Association's Declaration of Covenants, Bylaws, or Rules and Regulations of the Association.
  - F. The lessee(s) or intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process; or the required transfer fee is not paid; or
  - G. The Owner fails to give proper notice of his or her intention to lease his or her Unit to the Board of Directors.
  - H. Notice of disapproval shall be sent or delivered in writing to the Owner.
- D. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease.
- E. Unapproved Transfers. Any Transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupant(s) and personal belongings by injunctive

relief or by other means provided in the Declaration should these rules be violated.

- F. Application Form. The Association is vested with the authority to prescribe an application form such as may require specific personal, social and other data relating to the intended lessee(s), and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended lessee(s), and adult occupants within the time limits extended to the Association for that purpose, inclusive of criminal and other background checks. The application shall be complete and submitted to the Association along with and as an integral part of the notice of intended Transfer.
- G. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as a condition for the approval, in the amount as set by the Board of Directors from time to time. Each intended adult occupant who is not a lessee shall be considered a separate applicant, subject to a separate transfer fee.

Contents in Lease Agreement. Every lease as of the date of recording of this amendment must be in writing, whether oral or written, and shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

- A. The lessee and all occupants shall abide by all provisions of the Governing Documents and Rules and Regulations, as amended from time to time, which are deemed incorporated into the lease, the failure of which shall constitute a material default and breach of the lease.
- B. The parties recognize that the Association, as agent for the landlord/Owner, has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violations of the Governing Documents and Rules and Regulations, as amended from time to time.
- C. The Association is entitled to an assignment of rent from the tenant when the Owner is delinquent in the payment of any monetary obligation due and owing to the Association, as provided for in Chapter 720, Florida Statutes as amended from time to time. Where the tenant fails to make the required rent payment to the Association, or the landlord collects rent directly from the tenant after the Association provided such notice to the Owner and tenant, same shall be considered a material breach of the lease.

Additional Restrictions.

- A. The minimum term for any Lease shall be six (6) consecutive months, and no lease shall be made more often than once in any 12-month period; a lease is considered made on the first day of the lease term.
- B. No rooms may be rented, and no subletting is permitted.
- C. Owners leasing their Unit shall place in escrow with the Association the sum of One Thousand Dollars (\$1,000.00) as a Common Area security deposit. Any balance remaining in the escrow account, less an administrative charge not to exceed Fifty Dollars (\$50.00), shall be returned to the Owner within ninety (90)

days after tenant and all occupants vacate the Unit. Chapter 83, Florida Statutes shall govern such security deposit.

- D. No person shall be entitled to rent a Unit without first owning the Unit for at least two years (twenty-four (24) Months).
- E. No lease shall be renewed without complying with this Section.
- F. If an owner is behind in their monthly dues, special assessments, or a fine, they cannot initiate a new lease/or rent for the first time until their balance is brought to zero.

## **17. GUEST USE.**

“Guest” means any person who is physically present in or occupies the Unit at the invitation of the Owner or other legally permitted occupant, without requirement to contribute money, perform services or provide any other consideration to the Owner or lessee in connection with such presence of occupancy. “Immediate Family Member” shall mean spouse, parents, parents-in-law, brothers, sisters, children, and grandchildren.

- A. Each Unit shall be occupied by Owners and their family members and Guests, as a residence and for no other purpose, subject to any provisions in the Declaration and in these Rules and Regulations relating to use of the Unit. Dual use of amenities, an Owner (to include family members and guests) using the property amenities while the Unit is occupied by a Tenant, is prohibited.
- B. The maximum number of occupants, defined as anyone who stays overnight, is limited for each unit. There shall be a limit of two (2) occupants in a one (1) bedroom Unit, four (4) occupants in a two (2) bedroom Unit, and six (6) occupants in a three (3) bedroom Unit. Any very young child under such age as recognized by Fair Housing Laws as not to count shall be excluded from the computation.
- C. No Guest shall occupy a Unit in the absence of the Owner or Tenant; however, this restriction shall not apply to Immediate Family Members. The Board of Directors shall be empowered to adopt a form for use by the Owner, Guests, or Immediate Family Members, which may include a provision that the signatories must attest under the penalty of perjury to the relationship of the Guest or Immediate Family Member to the Owner and that no form of compensation is given for the occupancy. An Owner or Tenant is deemed "absent" when the Owner or Tenant does not stay overnight with the Guest. When an Owner or Tenant is absent, an Immediate Family Member may occupy the unit but he or she must register with the Association office before entering Condominium Property. When the Owner or Tenant is not absent, any Guest or Immediate Family Member visiting for more than forty-eight (48) hours must register with the Association. Additionally, all Guests visiting for more than 48 hours must register with the Association. An owner that has a guest or immediately family member reside in their Unit for more than forty-eight (48) hours must provide an Immediately Family Member Identification Form.
- D. No Guest shall occupy any Unit for more than thirty (30) days in any calendar year.
- E. Notwithstanding the foregoing to the contrary, no Guest or Immediate Family Member may use the recreational facilities at the Condominium unless that person is accompanied by the Owner or Tenant as a host.

- F. Only two Guests or Immediately Family Members may be allowed on the Association's Security Guest List. Only three vendors shall be allowed on the Association's Security Guest List. For all other guests, immediate family members, or vendors, the Association Security will be required to call the Owner or Tenant and obtain verbal permission to allow the additional guest, immediately family member, or vendor to enter Association property.

## **18. VIOLATIONS**

1. Actions at law or in equity, or both, for failure to comply with the Association's Governing Documents (Declaration, Bylaws, Articles, and these Rules and Regulations) may be brought by the association or by a unit owner against:
  - a. The association.
  - b. A unit owner.
  - c. Directors designated by the developer, for actions taken by them before control of the association is assumed by unit owners other than the developer.
  - d. Any director who willfully and knowingly fails to comply with these provisions.
  - e. Any tenant leasing a unit, and any other invitee occupying a unit.
2. The prevailing party in any such action or in any action in which the purchaser claims a right of voidability based upon contractual provisions as required in s. 718.503(1)(a) is entitled to recover reasonable attorney fees.
3. The association may suspend use rights and/or levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association pursuant to Florida Statute Section 718.303.