TOWERS OF OCEANVIEW EAST CONDOMINIUM ASSOCIATION

RENTER
APPLICATION PACKAGE COVER PAGE

ALL PAYMENTS ARE TO BE IN THE FORM OF A MONEY ORDER OR CASHIER'S CHECK

PLEASE COMPLETE AND RETURN THE ATTACHED FORMS **IN THEIR ENTIRETY** ALONG WITH THE REQUIRED FEES AS SOON AS POSSIBLE. INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED. THE APPLICATION PROCESS AND REVIEW CAN TAKE UP TO 30 DAYS.

UNIT#____ PARKING SPACE #____ COVERED (Y)__(N)__

1. LETTER OF INTENT TO LEASE AND AUTHORIZATION FOR TOVE TO INSPECT HOT WATER HEATER, MAIN WATER VALVE(S), TOILET(S) AND AIR CONDITIONER SIGNED BY UNIT OWNER – EXHIBIT 1 AND 1-A (ENCLOSED)
2. APPLICATION FOR OCCUPANCY AND RELEASE AUTHORIZATION FOR CRIMINAL BACKGROUND CHECK TO BE COMPLETED BY EACH OCCUPANT AS LISTED ON THE LEASE CONTRACT– EXHIBIT 2 AND 2-A (ENCLOSED)
3. ACKNOWLEDGEMENT OF ADHERENCE TO THE RULES AND REGULATIONS OF TOWERS OF OCEANVIEW EAST CONDOMINIUM ASSOCIATION SIGNED BY EACH RENTER – EXHIBIT 3 AND 3-A (ENCLOSED)
4. **PROVIDE A SIGNED, NOTARIZED COPY OF THE TOWERS OF OCEANVIEW EAST LEASE ADDENDUM TO BE SIGNED BY UNIT OWNER AND EACH OCCUPANT – EXHIBIT 4 (ENCLOSED).**
5. PROVIDE A COPY OF FULLY EXECUTED CONTRACT BETWEEN UNIT OWNER AND RENTER(S)
6. PROVIDE A LEGIBLE COPY OF DRIVER'S LICENSE OR PASSPORT FOR EACH OCCUPANT
7. PROVIDE A MINIMUM $100 MONEY ORDER OR SCREENING FEE PER RENTER OF THE UNIT AS LISTED ON THE CONTRACT (MARRIED COUPLE IS CONSIDERED 1 PERSON)
8. A SECURITY DEPOSIT OF EITHER ONE MONTH OF RENT OR $1,000.00 (WHICHEVER IS GREATER) WILL BE REQUIRED.
9. THERE IS A MOVE IN DEPOSIT OF $400.00 THAT WILL BE REFUNDABLE UPON CONFIRMATION THAT NO DAMAGE OCCURRED AND A $100 NON-REFUNDABLE ELEVATOR FEE.

TOWERS OF OCEANVIEW EAST
CONDO OFFICE
400 LESLIE DRIVE
HALLANDALE, FL 33009
954-458-0411 PHONE
954-458-8748 FAX
assistant@tove400.net

EXHIBIT 1

DATE: _____

TO: **TOWERS OF OCEANVIEW EAST CONDO ASSOCIATION**

FROM: _____

UNIT #: _____

LETTER OF INTENT

Please consider this memo as our intent to rent my/our condominium unit to _____ for the amount of $_____ monthly. **As a unit owner(s), I/we hereby acknowledge that the lease period is a two year term without exception and re-rental of our unit will be prohibited until the expiration of the lease term with _____.**

- In accordance with Florida Statutes 718.106(4), we acknowledge that we relinquish our rights to the association property and common elements by recognizing that when a unit is leased, the renter shall have all use rights in the association property and those common elements otherwise readily available for use generally by unit owners and the unit owner shall not have such rights except as a guest. Additionally, we recognize that the Association prohibits dual usage by a unit owner and a tenant of association property and common elements otherwise readily available for use generally by unit owners.
- Further, we authorize TOVE to inspect the hot water heater, main water valve(s), toilet(s) and air conditioner (handler and roof top) of our unit and agree to make the recommended repairs/replacements.

To schedule an inspection of the above, please contact us at the following phone numbers:

Unit Owner: _____

Realtor Name & Phone #: _____ (if Unit Owner is unavailable)

Signature: _____ _____
Unit Owner Unit Owner

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EXHIBIT 1-A

INSPECTION OF AIR CONDITIONING CLOSETS

Access: Your air conditioning closet is a limited common element. This means the closet is reserved for your usage (like your balcony and storage bin) but like common elements, it belongs to the Association. The A/C closet is not your exclusive property.

Key: Your closet should be kept locked at all times and a key must be provided to the office for quick access and inspection. You will always be notified prior to an inspection. However, in cases of emergency, if we cannot speak to you immediately, the closet will be opened**.**

Storage: Your A/C closet can be used to store some items. However, its primary use is not as a storage closet. **Its primary use is to house your water heating system and your air handler. The A/C closet needs to be kept clean and have reasonable air flow.**

There should be nothing stored in your A/C closet that is personal or expensive because the property manager and/or head maintenance person must have quick access to it when needed. A unit owner will be notified if we must gain access to an A/C closet if no one is there to open it.

Air Filter: Depending on the type and quality of the filter you use, it should be replaced every 1 to 3 months. If you don't change your filters regularly, you are breathing polluted air into your lungs.

Inspection of A/C Closets:
The condominium's governing documents also provide the Association with the authority to inspect every A/C closet. **As stated in Section XIII (C) (4) of the Declaration of Condominium "...Each Unit Owner agrees as follows: ...to allow the Management Firm, The Board of Directors, or the agents or employees of the Management Firm or the Association to enter into any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the unit, limited common elements..."**

Maintaining your Equipment:
The condominium's governing documents also declare that a unit owner must maintain their equipment in good working order. As stated in **Section XIII (C) (1) of the Declaration states, "...Each Unit Owner agrees as follows: To maintain in good condition and repair his unit and all interior surface within his unit, and the entire interior of his unit and to maintain and repair the fixtures and equipment therein which includes, but is not limited to the following when applicable: air conditioning and heating units, including condensers and all appurtenances thereto wherever situated..."**

The Association will seek financial restitution for necessary repairs from unit owners whose negligence damages the common areas and limited common areas. Ignorance of keeping your equipment in good repair is no excuse.

Hot Water Heaters /Air Conditioning Leaks

- Badly maintained hot water heaters and A/C units cause leaks and cause floods, the water oftentimes contains rust which stains the hallway carpeting permanently.
- Unit owners will be charged for damaging the carpet due to their leaking water heater or a non-functioning A/C unit that may have iced over. Please remember, hot water heaters have a limited life span **even** when properly maintained.

Main Water Valve: The main water valve controls the water flow into your unit. It is your responsibility to know where the valve is located and if it is in proper working order. Please check with the condo office for the location of the main water valve in your unit. It is mandatory that when leaving **your unit for an extended period of time** that you shut your main water valve off and open your faucets. The condo office can give you exact instructions on the proper procedure for shutting your water off.

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EXHIBIT 2

AUTHORIZATION TO RELEASE INFORMATION

I hereby authorize **The Towers of Oceanview East Condo Association** herein referred to as ***Association*** and/or its assigns to conduct a comprehensive review of my background through a consumer report and/or an investigative consumer report to be generated for occupancy. Said report may contain information about me from consumer reporting agencies including but not limited to indebtedness, mode of living, present and previous employers and/or employment contracts, driving record/license, validity of social security number, personal references, criminal records, and any information that I have disclosed on my applications and/or any attachments, exhibits.

I authorize the ***Association*** may contact others who may be able to provide information as to my background, character, and general reputation and authorize without reservation any party or agency contacted by the ***Association*** to furnish the above mentioned information.

I hereby affirm that my answers to all questions on my application, this authorization form and/or any attachments, exhibits and/or resumes are true and correct and that I have not knowingly withheld any facts or circumstances that would, if disclosed affect my application.

This authorization and consent shall be valid in original, fax or photocopy form.

I authorize the ongoing procurement of the above-mentioned information/reports by the ***Association*** at any time during my occupancy with the ***Association***.

The nature and scope of the consumer report and/or investigative consumer report along with the name, address and telephone number of the agency providing the report will be disclosed to you upon timely written request to the personnel department of the ***Association***, and within 5 days of the request.

A copy of the consumer report and/or investigative consumer report, a copy of the Summary of Your Rights Under FCRA along with the name, address and telephone number of the agency furnishing the information will be provided before any adverse action is taken by the ***Association*** based on information contained in the report.

Upon proper identification and payment permissible by law, you have the right to request from the ***Association*** a copy of any information in its file on you at the time of your request.

By signing below, I acknowledge understanding of the purpose of this Authorization Form and its intended use.

****

Applicant Information

Print Name: _____ Date: _____

Signature:_____ Date: _____

IMPORTANT: The following information will be used by Brown's Background Checks for identification purposes only to perform a background check. This information will not be used as part of the decision process of your prospective Association.

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CONDO OFFICE
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BROWN'S BACKGROUND CHECKS
CONSENT TO OBTAIN CONSUMER REPORT ON SUBSCRIBER
The Towers of Oceanview East Condominium Association Inc.

I understand that you may obtain consumer reports that relate to my credit and/or criminal history. This information will, in whole or in part, be obtained from AISS, a Sterling Infosystems Company, 6111 Oak Tree Blvd, 4th floor, Independence, OH 44131, telephone 800.853.3228. I understand that you may be requesting information from various federal, state and other agencies or institutions, which maintain public and non-public records concerning my past activities relating to my credit and/or criminal history. This information will be reviewed by the Association and may be reviewed by a unit owner if it's a rental.

I authorize, without reservation, any party, institution, or agency contacted by AISS to furnish the above mentioned information:

_____ _____/_____/_____ _____
Applicant Name Date of Birth* Social Security Number
***Date of Birth is requested in order to obtain accurate retrieval of records.** **If International please provide Passport Number**

_____ _____/_____/_____ _____
Co-Applicants Name Date of Birth Social Security Number
If International please provide Passport Number

_____
Alias/Previous Name(s)

_____ _____ _____
Current Physical Address City & State Zip code

☐ **California, Minnesota & Oklahoma Applicants Only:** Please check here to have a copy of your consumer report sent directly to you.

Notice to CALIFORNIA Applicants
Under Section 1786.22 of the California Civil Code, you have the right to request from AISS, upon proper identification, the nature and substance of all information in its files on you, including the sources of information, and the recipients of any reports on you, which AISS has previously furnished within the two-year period preceding your request. You may view the file maintained on you by AISS during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services. Upon making a written request, you may receive a summary of your report via telephone.

SIGNATURE_____ DATE _____

Co-Applicant
SIGNATURE_____ DATE _____

EXHIBIT 2-A

Apt No._____ Apt Type_____ Occup. Date_____ Term Date _____

==========

Application for Occupancy

Date _____

***IMPORTANT*: Each co-resident/co-applicant must submit separate applications.**

PERSONAL INFORMATION

Applicants Name _____ Date of Birth _____SS No _____
First Middle Last

Cell Phone: _____ Home Phone: _____ Email Address: _____

Marital Status _____ Driver License No _____State _____

Spouse's Name _____ Date of Birth _____ SS No _____
First Middle Last

Driver License No _____State _____

Are you a service member as defined by s. 250.01, Florida Statutes? _____ The term "service member" is defined to include any person serving as a member of the United States Armed Forces on active duty or state active duty and all members of the Florida National Guard and United States Reserve Forces.

Other Occupants

Name _____ Age _____ Relationship _____

Name _____ Age _____ Relationship _____

Name _____ Age _____ Relationship _____

Do you own pets?_____ If yes, type *(breed)*_____ Size/Weight_____

Have you, the co-applicant(s), and/or any occupant(s) ever been arrested, charged and/or convicted of a crime? _____ If Yes, Provide detailed explanation. ***(Use reverse side of this application)***

Emergency contact ***(Name/Phone)*** _____

RESIDENT HISTORY

Present Street Address _____ State _____ Zip _____

Phone (____)_____ To/From _____ Monthly Payment $_____

Landlord's Name _____ Phone (____)_____

Reason For Moving _____

Previous Street Address _____ State _____ Zip _____

To/From _____ Monthly Payment $_____Landlord's Name _____

Phone (____)_____Reason For Moving _____

Have you and/or the co-applicant(s) ever been evicted from any property? _____ If Yes, Provide detailed explanation. ***(Use reverse side of this application)***

EMPLOYMENT HISTORY

Present employer _____ Supervisor _____

Address _____ Phone (____)_____

Position _____Date of employment _____ Gross weekly salary $_____

Previous employer _____ Supervisor _____

Address _____ Phone (____)_____

Position _____Dates of employment _____ Gross weekly salary $_____

Spouse's employer _____ Supervisor_____

Position _____Phone (____)_____ Salary $_____

PERSONAL REFERENCES

Name_____ Phone (____)_____ Phone (____)_____

Name_____ Phone (____)_____ Phone (____)_____

Name_____ Phone (____)_____ Phone (____)_____

BANK INFORMATION

Account No_____ Account type _____ Bank Name and Branch_____
Account No_____ Account type _____ Bank Name and Branch_____
Account No_____ Account type _____ Bank Name and Branch_____
Account No_____ Account type _____ Bank Name and Branch_____

CHARACTER REFERENCE

Name_____ Phone No_____ ____ Relation: _____

Name _____ Phone No _____ Relation: _____

(If necessary use reverse side of this application to list additional accounts)

VEHICLES

Year _____ Make_____ Tag No _____ State _____ Registered to _____

Year _____ Make_____ Tag No _____ State _____ Registered to _____

Year _____ Make_____ Tag No _____ State _____ Registered to _____

Applicant(s) has submitted the sum of $_____, which is non-refundable payment for credit check/background check processing and verification of the application. *_____ is hereby authorized and given the right to verify by reasonable means all of the information disclosed by the applicant(s) including but not limited to credit check, criminal history, eviction-civil records, landlord verification, and verification of employment; in this application, any additional documents in the application packet, exhibits and/or attachments. Applicant(s) certify that all of the information disclosed to _____ is true and correct. Furthermore, applicant(s) certify it has not knowingly omitted any information from this application, any additional documents in the application packet, exhibits and/or attachments.*

Applicant Signature _____Date _____

Spouse Signature _____ Date _____

Interviewed by _____Date _____

EXHIBIT 4

LEASE ADDENDUM

THIS LEASE ADDENDUM, entered into this _____ day of _____, 20_____, by and between _____, (the "Lessor" or "Landlord"), as Owner of Unit No. _____, (the "Unit"), of The Towers of Oceanview East, A Condominium, (the "Condominium"), according to the Declaration of Condominium thereof, recorded in Official Records Book 9521, Page 18, of the Public Records of Broward County, Florida, as amended from time to time, (the "Declaration"), and _____ (the "Lessee" or "Tenant"), supplements and modifies that certain Lease Agreement dated _____, 20_____, by and between Lessor and Lessee for the leasing of said Unit, (the "Lease"). The parties hereby agree as follows:

1. RULES AND REGULATIONS. Lessee, and Lessee's guests, invitees, licensees and servants, agree to take and lease the Unit subject to, and to assume and abide by the Declaration and all its exhibits incorporated thereto, and by execution of this Lease Addendum, Lessee acknowledges that Lessee has received true, correct and complete copies of said Declaration and all exhibits thereto. Lessee specifically, but without limitation, acknowledges that Lessee has received a true, correct and complete copy of the current rules and regulations of the Condominium, and Lessee understands and agrees that Lessee takes and leases the Unit subject to same, and agrees to abide by such rules and regulations as same may be amended from time to time, and that the breach by Lessee (or any of Lessee's guests, invitees, licensees or servants) of any such rule or regulation, or of any of the terms, conditions and covenants of the Declaration or the exhibits thereto, shall constitute a breach of a substantial obligation under the Lease. Failure of Lessee to abide by said Declaration, all exhibits thereto and the rules and regulations of the Condominium shall entitle THE TOWERS OF OCEANVIEW EAST CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, the entity organized pursuant to Chapter 718, Florida Statutes, et seq., for the purpose of operating the Condominium, (the "Association"), to all the rights of Lessor to terminate the Lease and evict Lessee. The Board of Directors of the Association shall have the power, but shall not in any manner be obligated, to terminate the Lease and/or to bring summary proceedings to evict Lessee, in the name of Lessor and/or itself, in the event of (i) a default by Lessee in the performance of Lessee's obligations under the Lease, or (ii) a foreclosure of a lien placed on the Unit by the Association in accordance with the Declaration. In the event the Association brings any action, proceeding or litigation to terminate the Lease and/or to evict Lessee, the Association shall be entitled to recover from Lessor and Lessee, jointly and severally, all costs and reasonable attorney's fees incurred therefor.

2. USE AND OCCUPANCY. The Unit shall be used solely as a private residence for Lessee, and the following individuals, as listed below:

_____

_____

(List each occupant stating name, age and relationship to Lessee) The Unit shall not be occupied by more than _____ persons. In addition, Lessee hereby specifically agrees to abide by any and all rules, regulations, covenants and restrictions contained in the Declaration and all other governing documents of the Condominium and/or Association pertaining to guests within the Unit and/or upon Condominium property, as same may be

amended from time to time. Any guest of Lessee staying longer than 7 (seven) consecutive days or 30 (thirty) days within any 3 month period is required to complete and pass the Association's screening process, including a criminal background check, the estimated cost of which will be not more than $100.00 (one hundred dollars). No guests of Lessee shall be permitted to reside in the Unit if Lessee is absent from the Unit for more than 7 (seven) consecutive days or 30 (thirty) days in any 3 (three) month period.
Lessee agrees not to use the Unit, or permit the Unit or any portion of the Condominium property to be used, for any illegal, immoral, improper, offensive, hazardous or unlawful purpose. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed by Lessee, and Lessee's family, licensees, invitees and guests. Lessee further agrees not to make, nor permit to be made, any disturbance, noise or annoyance of any kind which is detrimental to the Unit or any portion of the Condominium property, or to the comfort of any of the other inhabitants of the Condominium.

3. ASSIGNMENT AND SUBLETTING. Lessee shall not sublet the Unit or any part thereof, nor assign the Lease or any of Lessee's rights thereunder, without the prior written approval of the Lessor and the Association. No guest shall reside in the Unit for more than 7 (seven) consecutive days or 30 (thirty) days in any 3 (three) month period without the prior written approval of the Association which approval may reasonably be withheld.

4. RIGHT TO RENT. In the event Lessor is delinquent in Lessor's obligation to pay to the Association any general or special maintenance assessments, or any installment thereof, the Association shall have the right, but not the obligation, (and only upon the Association giving written notice of the exercise of such right to both Lessee and Lessor) to require Lessee to pay directly to the Association any or all installments of rent or other monies which shall otherwise be due and payable to Lessor under the Lease, in such amount(s) as are sufficient to pay any or all of said delinquent maintenance assessments. This right of the Association is cumulative and in addition to any and all other rights or remedies the Association may have against Lessee or Lessor.

5. RIGHT OF ENTRY. The Association, its employees or their agents shall have the right, but not the obligation, to enter the Unit at all reasonable hours to examine the Unit, to make all repairs deemed necessary for the safety of the other residents of the Condominium or the preservation of the Condominium property (or any portion thereof), or to do whatever is deemed necessary to assure orderly use and proper maintenance of the Unit or any portion of the Condominium property.

6. SUBORDINATION. The Lease is hereby expressly made subject and subordinate to all Condominium assessments (and all liens filed by the Association therefor, whether prior or subsequent to the effective date of the Lease), ground or underlying leases, mortgages, building loan agreements and all advances which may now or hereafter affect or become a lien upon the Condominium real property of which the Unit forms a part, and to any renewals, modifications, consolidations, replacements or extensions thereof.

7. INDEMNIFICATION. Lessee agrees to indemnify and hold harmless the Association from and against any and all claims for damages or injuries to person(s) or property(ies) arising from Lessee's use of the Unit, or from any activity or work permitted or suffered by Lessee in or about the Unit. The provisions of this paragraph shall survive the termination of the Lease.

8. MODIFICATION OF LEASE. The Lease may not be modified, amended, extended or assigned without the prior written consent of the Board of Directors of the Association.

TOWERS OF OCEANVIEW EAST
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HALLANDALE, FL 33009
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9. NOT A PARTY, ETC. Nothing contained in the Lease, this Lease Addendum, or the Declaration or other governing documents of the Condominium and/or Association, shall in any manner: (i) be deemed to make the Association a party to the Lease or this Lease Addendum (except to the extent, if any, necessary to enable the Association to enforce its rights hereunder or under the Declaration or other governing documents of the Condominium and/or Association, for which purpose(s) the Association is hereby expressly deemed to be a third party beneficiary of the Lease), or (ii) create any rights or privileges of or for the benefit of Lessee under the Declaration or other governing documents of the Condominium and/or Association.

10. MATERIAL INDUCEMENT. Execution and delivery of this Lease Addendum by both Lessor and Lessee is a material inducement to the Association in approving the leasing of the Unit from Lessor to Lessee pursuant to the terms of the Lease, pursuant to the Association rights as set forth in Section 17.8 of the Declaration.

11. REMAINDER OF LEASE. All other terms, conditions and provisions of the Lease Agreement shall remain in full force and effect, except as modified herein. In the event that any provision in this Addendum conflicts with any provision in the Lease or, the provisions in this Addendum shall supersede those provisions in the Lease.

12. RENEWAL OF LEASE ADDENDUM. In the event that the Lease that is the subject of this Addendum is renewed and/or that the Lessee/Tenant remains in the Unit after the expiration of the Lease, this Addendum shall automatically renew and remain in full force and effect. No month-to-month tenancies shall be permitted. The minimum lease term period for all leases, including but not limited to renewals, shall be two years.

13. TERMINATION OF LEASE UPON TRANSFER OF TITLE TO UNIT. In the event that legal title to the Unit that is the subject of this Addendum is transferred by any means, including but not limited to sale, gift, etc., the Lease shall automatically be terminated as of the date of transfer, with the Tenant vacating the Unit at that time. In the event legal title to the Unit is so transferred, the Unit may not be rented out for a period of two (2) years starting from the date of transfer or the date the Tenant vacates the unit and surrenders possession to the Owner, whichever is later.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of _____, 20___.

[ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE]

TOWERS OF OCEANVIEW EAST
CONDO OFFICE
400 LESLIE DRIVE
HALLANDALE, FL 33009
954-458-0411 PHONE
954-458-8748 FAX
assistant@tove400.net

Signed, sealed and delivered
in the presence of:

LESSOR:

_____
Witness (As to All)

_____

Print Name: _____

Print Name: _____

_____
Witness (As to All)

_____

Print Name: _____

Print Name: _____

State of _____

County of _____

Subscribed before me by _____ (Lessor) who is/are personally known to me or has produced _____ as identification this ___ day of _____, 20__.

_____

NOTARY PUBLIC, STATE OF _____

My Commission Expires:

LESSEE:

_____
Witness(As to All)

_____

Print Name: _____

Print Name: _____

_____
Witness(As to All)

_____

Print Name: _____

Print Name: _____

State of _____

County of _____

Subscribed before me by _____ (Lessee) who is/are personally known to me or has produced _____ as identification this ___ day of _____, 20__.

_____

NOTARY PUBLIC, STATE OF _____

My Commission Expires:

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CONDO OFFICE
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EXHIBIT 3

DATE: _____

TO: **TOWERS OF OCEANVIEW EAST CONDO ASSOCIATION**

PURCHASER: _____

UNIT #: _____

RE: ACKNOWLEDGEMENT OF RULES & REGULATIONS

I/We hereby agree to abide by the Rules and Regulations of the Towers of Oceanview East Condominium Association.

Thank you.

_____ _____

Purchaser Purchaser

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Towers of Oceanview East Condominium Association

Rules and Regulations

Adopted by the Board of Directors June 1986
Modifications to the Rules & Regulations as Notated

Unit Owners are advised that the Board of Directors will employ all reasonable means to obtain and enforce strict observance of these Rules and Regulations. (Adopted June 1986)

Each unit owner or lessee shall receive a copy of these Rules and Regulations with which they are required to conform. **Lack of knowledge cannot be used as a defense in the event of violation of these Rules and Regulations**. (Adopted June 1986)

* * * * * * *

GENERAL RULES & INFORMATION

Cable TV – Please do not touch or tamper with any cable lines behind the walls or within your A/C closet as this could disrupt service to units above and below you.

Condominium Unit - Condominium units shall be used and occupied only as a single family private dwelling. In addition, no person under the age of 18 will be permitted to reside alone in any of the units. (Adopted June 1986)

Door Hardware – The hardware for all doors including your A/C closet must be the color Satin Nickel. (Adopted August 2015)

Emergency Access - The Association must be able to obtain immediate access to any unit in the case of an emergency. Each unit owner must advise the Association as to how such access may be obtained. In the event of an emergency, and we do not have your keys, the Association shall have the right to enter the apartment at the owner's expense.

Grievance Committee - All grievances or claims of violations of these Rules and Regulations will be referred to a Grievance committee appointed by the Board of Directors. Upon report and recommendation of this committee and final determination of the complaint, the board can assess the offender an amount up to $100.00 per day, up to $1,000 for each violation and whatever other actions are provided in the Declaration of Condominium, Exhibits thereto and the Florida Statues. (Modified March 2009; October 2009)

Homeowner's Insurance - You should obtain **Homeowners Insurance** for your Condo. The flood insurance provided for the building is for the structure and not the inside of a unit. **The Association is not responsible for any occurrences within the interior of your unit unless caused by a "behind the wall" situation.** You are also responsible for interior occurrences caused by other unit owners' mishaps (overflowed toilets, leaking hot water heaters and/or A/C units, etc.). In addition, we also suggest that you get a service contract for your appliances. (Adopted February 2005) (Modified November 2012)

Hurricane Shutters – Accordion style only. All shutters must be white and can only be affixed to the window area. No shutters can be mounted to the balcony or concrete floor slab edge. (Modified April 2018)

Moving In and Moving Out <u>Hours</u> - Monday through Friday 8:00 AM – 5:00 PM holidays excluded. (Modified July 2011)

Moving In & Moving Out <u>Security Deposits</u> - A $400.00 security deposit <u>refundable</u> upon confirmation that no damages have occurred and a $100 <u>non-refundable</u> elevator and administration fee (Discretionary per Management). (Modified March 2009, April 2018)

Pets - As provided in Article XVII, Section 4 of the Declaration, no Owner, lessee or occupant shall be allowed to keep animals of any kind in any apartment or anywhere on Association property. This includes pet sitting or temporary visiting of animals at any time. The following rules and regulations shall govern properly qualified assistance animals.

Assistance Animals - An "Assistance Animal" is an animal that has been certified by a treating medical professional as a medically necessary treatment for a resident's disability, and for which an accommodation of the Association's pet rules have been granted pursuant to the Fair Housing Act. Any resident or guest who requires an accommodation for an Assistance Animal must provide the necessary paperwork to, and register the animal with, the Association. Application forms are available in the management office. No person may bring an assistance animal onto the property prior to the Association's review and approval of an accommodation request.

Registration - All animals on the property must be registered with the management office. Registration documents can be requested from the management office and must include a photograph of the animal and proof of licensure and vaccinations, in addition to any other information as may be required by the Association. Animal owners must provide the management office with proof of updated vaccinations, where applicable, on an annual basis.

Control of Animals – Animals may not be allowed to run loose on Association property, including in the hallways. All animals must be carried, except when outdoors and walking to the designated walking areas, in which event they must be kept on a short leash (no more than six (6) feet in length). If an owner is physically unable to carry their animal, the animal must be kept on a short leash at all times. No animals shall be allowed in the pool under any circumstances.

Animal Waste – Animal owners, family members, household employees and dog walkers are solely responsible for picking up after their animals. Please deposit all waste bags in the designated trash containers, and ensure that you tie the bag tightly before discarding. Waste bags may not be deposited in recycling containers. As a courtesy to residents, please ensure that you immediately clean up any accident by your animal on Association property.

Unattended Animals – No animal may be left unattended on a balcony under any circumstances.

Bathing – Animals may not be bathed, showered or rinsed off in any portion of the Association property.

Dangerous Animals - No "Dangerous Animals" shall be allowed on the Association property, including in any apartment. Dangerous Animals shall include any animal that 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, while unprovoked, chased or approached any person upon Association property in a menacing fashion or apparent attitude of attack; provided, however, an animal shall not be a Dangerous Animal if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the property or, while lawfully on the property, was tormenting, abusing or assaulting the dog or its owner or a family member; provided further that no animal may be deemed a Dangerous Animal if the animal was protecting or defending a human being within the immediate vicinity of the animal from an unjustified attack or assault.

Nuisance Animals – If a dog or any other animal becomes a nuisance and/or is obnoxious to other residents by barking or otherwise, the owner of said animal must cause the problem to be corrected. If the nuisance is not corrected, the owner shall be subject to fines or, upon written notice by the Association, shall be required to remove the animal. Nuisance animals may include, but not be limited to:

A. Animals that damage common property;
B. Animals that defecate or urinate on common property;
C. Animals that are not in the complete control of their handler;
D. Animals that exhibit aggressive or dangerous behavior; or
E. Animals that are conspicuously unclean or infected with diseases or parasites that may be transmitted to humans or other animals.

Damages – Animal owners shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal in the condominium. The owner of any animal is responsible for damages that their animal causes to Association or resident property. Such damage shall include, without limitation, the costs of cleaning, repair and sanitization, as may be required, as well as the cost of eradication of any insect infestations caused by the animal.

Enforcement - Violation of the provisions of this section shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine the animal owner up to $100 per day, not to exceed $1,000 in the aggregate for a continuing violation (as may be provided in these applicable rules and regulations, the Declaration, or pursuant to relevant Florida law); the right to suspend the rights of the Apartment Owner, or the Apartment Owner's tenants, guests or invitees, to use the Common Elements, common facilities or any other Association property for a reasonable period of time; and/or the right to require any pet to be permanently removed from the Condominium property.

(Adopted 1996; Modified April 2018; Modified April 2019)

Securing Our Building - To aid in the security of the building, all entrance and fire doors must be kept closed at all times. Upon entry into the building, all persons must see to it that the door has properly closed behind them. **Unit owners are to use their <u>Key Fobs</u> at all times**. (Adopted June 1986) (Modified November 2012)

Storage Bins - Each unit comes with one storage bin. Please speak to the seller of your unit for the location of your bin. All items kept inside of the storage bin room must be kept inside of the resident's bin. All items not secured inside of bins will be discarded without further notice. The association will not be held liable for the contents of your bin due to fire, theft, flood or any natural disaster. (Adopted April 1996) (Modified February 2005; February 2009)

Disposal &/or Storage of Unwanted Household or Personal Items – No one is permitted to STORE or DISPOSE of unwanted furniture or large appliances anywhere in the building. **The bike room, in particular, is off limits to any storage except for bicycles and some children related items.** It is your responsibility to secure your property**.** The Association assumes no responsibility whatsoever for damages or theft. **In addition, the alcove next to the trash room is not to be used as a drop off area for unwanted items. Nor is anyone permitted to leave unwanted items outside the Compactor Room area.** (Adopted June 1991) (Modified February 2005; November 2012)

Maintenance Staff – No one (unit owners, lessees, guests, in-house organizations) may make use of the Association's Cleaning or Maintenance Staff **<u>at any time</u>**.

Unit Owners, Lessees and all Guests are also **prohibited** from interfering with workman in the performance of their duties. The Association will not be responsible for work done for unit owners, lessees or in-house organizations at anytime. (Adopted June 1986)

Unit Doors - Doors to units must be closed at all times. Among other objectives, open doors constitute a fire hazard as mandated BY ORDER OF THE FIRE MARSHALL. (Adopted June 1986)

Videotaping of Board Meetings - Any Unit Owner may tape record or videotape any meeting of the Association's Board of Directors, any meeting of any committee of the Association or its Board of Directors, and/or any meeting of the Unit Owners, subject to the following restrictions:

No Unit Owner may tape record or videotape any such meeting unless said Unit Owner shall provide to the Association's Property Manager or the Association's Board of Directors, at least two (2) working days prior to the date of the meeting, written notice of said Unit Owner's intent to utilize audio and/or video equipment and/or devices at said meeting.

No audio and/or video equipment and/or devices used by any Unit Owner at any such meeting shall, or shall be permitted to, produce distracting sound or light emissions during the meeting.

Any audio and/or video equipment and/or devices used by any Unit Owner at any such meeting must be assembled and placed, prior to commencement of the meeting, in such position as designated by the Association's Property Manager or the Association's Board of Directors, (the "Designated Position"). Said Designated Position shall be (i) with respect to any video equipment and/or devices, a position which allows for the unobstructed video recording, from a reasonable distance, of the chairperson of the meeting and any and all persons sitting at the head table with said chairperson, but which will not result in said video equipment and/or devices interfering with the normal flow of persons to, from or about the meeting room, and (ii) with respect to any audio equipment and/or devices, a position which allows for the clear audio recording, from a reasonable distance, of the chairperson of the meeting and any and all persons sitting at the head table with said chairperson, but which will not result in said audio equipment and/or devices interfering with the normal flow of persons to, from or about the meeting room.

No person videotaping or recording a meeting shall be permitted to move about the meeting room in order to facilitate the recording. (Adopted April 2018)

OFFICIAL RECORDS INSPECTIONS - Any member of the Association (or the authorized representative of any such member, as designated by such member in a written instrument delivered to the Association) who wishes to inspect or obtain copies of any official records of the Association (which are not otherwise inaccessible to or by such member pursuant to applicable law), shall have the right to inspect and/or copy such official records pursuant to the following rules:

1. Any such member of the Association or the authorized representative of such member desiring to inspect and/or copy any such official records of the Association shall first submit a written request to the Association's Property Manager (or, if there is no such Property Manager, then the Association's Board of Directors). Said written request must state with particularity the official records requested, including any pertinent dates and/or time periods (as applicable).
2. No member of the Association (or any authorized representative of any such member) may submit more than one request for inspection and/or copying of the same official record of the Association within any consecutive sixty (60) day period.
3. No member of the Association (or any authorized representative of any such member) may submit more than one (1) request for inspection and/or copying of any official records of the Association within any consecutive thirty (30) day period.

4. All inspections of any official records of the Association shall take place at the office of the Association's Property Manager (provided that such office shall be located within 45 miles of the Condominium property or within the county in which the Condominium property is located), or such other location as may be designated by the Association's Board of Directors or Property Manager at any time, and from time to time (provided that such location shall be located within 45 miles of the Condominium property or within the county in which the Condominium property is located).

5. All inspections of any official records of the Association shall be conducted on a Monday, Tuesday, Wednesday or Thursday of any week (exclusive of any day which is a nationally recognized holiday) commencing between the hours of 10:00 a.m. and 4:00 p.m., at such time as shall be arranged in advance by and between (i) the Association's Property Manager (or, if there is no such Property Manager, then the Association's Board of Directors), and (ii) the member of the Association (or the authorized representative of such member) who has submitted the official records inspection request (or on such other date and/or time arranged in advance by and between (i) the Association's Board of Directors or Property Manager (or, if there is no such Property Manager, then the Association's Board of Directors), and (ii) the member of the Association (or the authorized representative of such member) who has submitted the official records inspection request).

6. No inspection of any official records of the Association shall continue for more than one (1) hour in total. However, notwithstanding the foregoing time limitation, if any such inspection may not reasonably be conducted in its entirety during a one (1) hour period, then, following the initial scheduled one (1)-hour period, (i) the Association's Property Manager (or, if there is no such Property Manager, the Association's Board of Directors), and (ii) the member of the Association (or the authorized representative of such member) who submitted the official records inspection request, shall make arrangements for said member (or the authorized representative of said member) to continue the inspection at a mutually agreeable time, on a Monday, Tuesday, Wednesday or Thursday (exclusive of any day which is a nationally recognized holiday), commencing between the hours of 10:00 a.m. and 4:00 p.m., within five (5) working days following the initial inspection (provided, however, that no such continuation of such an inspection shall continue for more than one (1) hour in total). The foregoing process shall continue (i.e., with the inspection being conducted in one (1)-hour increments scheduled in accordance with the aforementioned provisions) until such time as the inspection has reasonably been conducted in its entirety.

7. No renter or tenant of a Unit in the Condominium has a right to inspect and copy any official records of the Association; provided, however, that any such renter or tenant of a Unit in the Condominium shall have the right to inspect and copy the Association's bylaws and rules.

8. No member of the Association (or his, her or its authorized representative), or any renter or tenant of a Unit in the Condominium, may remove original official records of the Association from the location of inspection, and no member of the Association (or his, her or its authorized representative), or any renter or tenant of a Unit in the Condominium, shall alter any official records of the Association during the course of any such official records inspection.

9. Any member of the Association (or his, her or its authorized representative), or any renter or tenant of a Unit in the Condominium, inspecting official records of the Association, may, upon request made to the Association's Property Manager (or, if there is no such Property Manager, then the Association's Board of Directors) at the time of such inspection, obtain copies of such records, subject to the following charges and provisions:

a. If the Association or its Property Manager has a photocopy machine available for use at the time of the inspection, then: (i) The first twenty (20) pages (in the aggregate) shall be provided at no cost to said person; and (ii) Each additional page (i.e., above and beyond twenty (20) pages) shall be provided at a cost of twenty-five (25) cents per page over the initial twenty (20) pages. The person inspecting the official records of the Association shall pay to the Association, via its Property Manager (or, if there is no such Property Manager, then the Association's Board of Directors), all such costs, in cash or by personal check made payable

to the Association, prior to the copies being made. The Association shall not be obligated to make or provide copies of any such official records unless and until the requisite payment is received by the Association.

b. If the Association or its Property Manager does not have a photocopy machine available for use at the time of the inspection, then, immediately following the inspection, the Association shall obtain copies of the requested official records from a third party service provider (such as Sir Speedy, Fed Ex Office Print & Ship Center, etc.), provided that all fees and costs actually charged by such service provider in making such copies and delivering same to the Association, (the total amount thereof being referred to herein as the "Actual Fee"), as evidenced by said service provider's invoice for same, shall be paid by the person inspecting the official records of the Association. However, prior to the Association sending the records to be copied to the service provider, the person inspecting the official records of the Association shall pay to the Association, via its Property Manager (or, if there is no such Property Manager, then the Association's Board of Directors), in cash or by personal check made payable to the Association, an amount equal to the reasonable estimate of the Actual Fee, as determined by the Association's Property Manager (or, if there is no such Property Manager, then the Association's Board of Directors), (said amount being referred to herein as the "Estimated Fee"). The Association shall not be obligated to send the records to be copied to the service provider unless and until the requisite payment of the Estimated Fee is received by the Association. Upon the service provider's delivery to the Association of the copies of the requested official records, the Association, via its Property Manager (or, if there is no such Property Manager, then the Association's Board of Directors), shall immediately notify the person who inspected said records and requested such copies that such copies are available to be picked up by said person at the same location where he or she first inspected the records; whereupon, at the time that said person comes to pick up such copies, he or she shall pay to the Association, via its Property Manager (or, if there is no such Property Manager, then the Association's Board of Directors), in cash or by personal check made payable to the Association, an amount equal to the difference, if any, between the Actual Fee less the Estimated Fee, prior to the copies being released by the Association to said person. The Association shall not be obligated to release the subject copies of the official records to said person unless and until the requisite payment of the difference, if any, between the Actual Fee less the Estimated Fee, is received by the Association. However, if the Estimated Fee is greater than the Actual Fee, then the Association shall refund to the person who paid the Estimated Fee the difference between said Estimated Fee less the Actual Fee within fifteen (15) days of the Association receipt of the invoice for the Actual Fee from the service provider.

10. Notwithstanding anything to the contrary contained in these rules and regulations, in lieu of the Association having the official records of the Association available to any member of the Association (or his, her or its authorized representative), or any renter or tenant of a Unit in the Condominium, for inspection or copying on the Condominium property or Association property (or any other location designated by the Association in accordance with these rules and regulations), the Association may offer the member of the Association (or his, her or its authorized representative), or any renter or tenant of a Unit in the Condominium, making the request, the option of having the Association make the requested records available to said member of the Association (or his, her or its authorized representative), or said renter or tenant of a Unit in the Condominium, (a) electronically via the Internet, or (b) for viewing in electronic format on a computer screen and printed upon request.

11. Notwithstanding anything to the contrary contained in these rules and regulations, the Association shall allow any member of the Association (or his, her or its authorized representative) to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of any requested official records of the Association in lieu of the Association providing a copy of such records to said member (or his, her or its authorized representative), at no charge to such member (or his, her or its authorized representative).

12. The Association shall not be responsible for the use or misuse of any information provided to any member of the Association (or his, her or its authorized representative), or any renter or tenant of a Unit in the Condominium, pursuant to the compliance requirements of Chapter 718, Florida Statutes, pertaining to official records requests and inspections, unless the Association has an affirmative duty not to disclose such information pursuant to Chapter 718, Florida Statutes.

13. Any member of the Association (or his, her or its authorized representative), or any renter or tenant of a Unit in the Condominium, inspecting official records of the Association shall refrain from interfering with the normal day-to-day operations of the Association, the Association's management office (or any other location of inspection), and the Association's Property Manager during the course of any such official records inspection. The Association's Property Manager (or, if there is no such Property Manager, then the Association's Board of Directors) may assign a staff person or persons (or other representative(s) of the Association) to supervise and/or assist in the conduct of any such official records inspection.

14. The Association may, at its option, require any member of the Association (or his, her or its authorized representative), or any renter or tenant of a Unit in the Condominium, inspecting official records of the Association, to sign, at the time of such records inspection, a written instrument acknowledging that access to the requested official records was granted by the Association and/or acknowledging receipt of copies of specified official records of the Association.

15. In the event that any provision in these rules and regulations pertaining to inspections of official records of the Association conflict with (a) any provision in the governing Declaration of Condominium, the Association's Articles of Incorporation, or the Association's Bylaws, as any or all of same may be amended at any time or from time to time, (collectively, the "Governing Documents"), (b) any applicable provision of Chapter 718, Florida Statutes (i.e., the Florida Condominium Act), as same may be amended, renumbered or repealed at any time or from time to time, (the "Act"), or (c) any applicable rules promulgated under the Florida Administrative Code with respect to the Act, as same may be amended, renumbered or repealed at any time, (the "Code"), then those provisions in the Governing Documents and those applicable provisions of the Act and/or the Code, shall supersede those provisions in these rules and regulations. (Adopted April 2018)

Window Coverings - Window coverings that face the outside of the building must be white, off white or beige.

Window Tinting – Only the color Gray is an acceptable choice. Your "tint" color must be approved by the Condo Association prior to installation. (Adopted April 1996) (Modified February 2005; November 2012; November 2013; April 2018)

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AMENITIES

Outdoor Recreational Facilities – Club House / Swimming Pool / Tennis Court
While the building you reside in has its own Condominium Association, the Pool & Tennis Complex is governed by a separate Condominium Association. Should you have any questions, feel free to call the Master Association's office at (954) 458-2855. To gain access to any of the Recreational Facilities you must use your **Key Fob.** The Pool & Tennis Complex offers a heated Swimming Pool (winter time), locker rooms with showers and a sauna; two Tennis Courts; Shuffle Board Court and a Club House which can be rented for larger parties (Rental fee and Security deposit will apply). These facilities are shared with the 600 Building. The Pool & Tennis Complex is open every day from 8:00 AM to 9:00 PM. The Swimming Pool's opening and closing hours may change from time to time, please check with the Master Association Board of Directors for the current hours. You use the facilities at your own risk. (Modified November 2012; November 2013)

Indoor Recreational Facilities - Fitness Centers (Adopted November 2013)

Access - The locks to both fitness centers are opened with your **Key Fob**.

Age Limitations – The Condominium's Insurance Carrier mandates the following age restrictions on the use of all gym equipment. **No one <u>under</u> the age of 15 years, even if accompanied by an adult, may use <u>any</u> of the exercise equipment in either fitness room.**

All persons between 15-17 years of age may use all exercise equipment *only* if they are accompanied by an adult who must be at least 18 years old. The adult is required to remain in the fitness room with the underage person <u>at all times</u>. Proof of age is to be provided, when requested, from a Front Desk Officer. No one will be exempt from a request to provide an age ID.

Clothing – To use the facilities, you must wear a shirt and shoes and also have a towel.

Food - There is no food permitted in either gym.

Thermostat - A closed thermostat controls the temperature in both gyms.

TV - If you wish to use the remote, request it from the lower lobby Front Desk Officer. Please turn off the TV and the lights when you leave either gym.

Weights -You must return the weights to the weight rack when you are finished using them. If you leave them on the floor they present a potential serious hazard to other residents.

Game Room - Billiards and Ping Pong equipment is provided free of charge and is available from the Lower Level Front Desk Officer. You are required to leave your ID at the desk in order to borrow the equipment. Your ID will be returned to you when you return the equipment to the desk officer. Please use the equipment with care. Failure to do so may result in the Association having to require deposits or owners having to supply their own equipment. (Modified November 2013)

Arts & Crafts/Party Room – The Arts & Crafts/Party room may be rented for various functions. A "Party" room" detailed application form is available upon request. (Adopted November 2013)

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COMMON AREAS INFORMATION

Remember that you are living with other people. Your activities affect them. Be conscious of noise and the time, in case people are sitting down to dinner or sleeping. Never infringe on space other people expect to use. Cooperate, communicate and be considerate to keep the peace with your neighbors, when sharing common areas.

The common elements shall be used only for the purpose for which they are intended and as provided in the Declaration of Condominium. (Adopted June 1986)

Clothing - Proper attire that is appropriate for public areas must be worn in the lobby, indoor recreational areas and all common elements of the condominium. A "covering" garment for all swimwear must be worn from your unit to and from the outside of the building proper. Bare feet on children or adults are not permitted in the lobbies, hallways, elevators, multipurpose room, recreational rooms and fitness center. (Adopted June 1986) (Modified November 2012; Modified November 2013)

Lobby and Elevators - Appropriate behavior and treatment of the elevators, lobby, furnishings, and facilities are expected at all times. Do not allow children to play in the elevator. **Roller skates or blades, Bikes and Electric Cars are not to be worn or ridden in public areas**. (Adopted November 2013)

Personal Use of Facilities - Unit Owners, Lessees and Guests are prohibited from using any of the facilities at the Condominium for personal or private use. (Adopted February 2005)

Unattended Children

(Adopted November 2013)

Children under the age of **12** must be accompanied by an adult to use the Lobby Facilities. Under no circumstances may unattended children be permitted in the Lobby. **Children under the age of 12 are not permitted to have a Key Fob**. (Adopted November, 2013)

Children should not be entering the building unattended. If there is an **isolated situation** where an underage child attempts to come into the building without an adult, **they should be instructed by their parents** to go to the Front Desk Officer and give their name and unit number.

Furniture / Furnishings / Equipment

No person **shall remove, alter or change any furniture, furnishings or equipment within the common areas of the condominium.** Unit owners and/or occupants are responsible for damage done to such property. (Adopted June 1986)

Food / Liquids / Alcoholic / Breakables - Food, liquids or breakables are prohibited in common areas, recreational areas and the building in general. Alcoholic beverages are strictly prohibited. (Adopted June 1986) (Modified April 1996; February 2005)

Laundry Rooms

Laundry Rooms - The laundry rooms **are shared** by the residents who live on each floor. **Please show your neighbors basic courtesy by adhering to the condominium's Laundry Room Rules:** (1) **Time your Wash and Dry**; (2) **Clean out the Lint Filter after every load**; (3) **Liquid bleach may be kept in your storage bin to be used (only) from this source for your laundry needs**. (Adopted November 2012)

Liquid Bleach - Carrying liquid bleach to and from the laundry room is not permitted and is subject to a fine. (Adopted November 2012)

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BIKE ROOM

BIKE REGISTRATION

All bicycles must be registered with the condominium office. After registration, you will be issued a TOVE sticker to place on your bike. TOVE is not responsible for lost or stolen bicycles and any items affixed to your bicycle. (Adopted February 2014)

SHOPPING CARTS

In order to control the use and return of the carts more effectively, when taking out a cart, you must stop at the desk and tell the Front Desk Officer your unit number.

Each shopping cart will have a number affixed to it and that number and your unit number will be noted.

The cart must be returned within **one hour**. If it is not returned within that time period, you will be called by the Front Desk officer to please do so. (Adopted February 2014)

LUGGAGE CARTS

When you wish to use a luggage cart, please stop at the Front Desk and ask for the luggage cart key. **At that time you must leave a form of official identification (such as your driver's license) with the Front Desk Officer.** Your ID will be returned when you bring the cart back. The cart may be kept out for 3 hours. If it is not returned within that time period, you will be called by the Front Desk Officer to please do so. (Adopted February 2014)

MORE TIME IS NEEDED

If you need to keep either a shopping cart or a luggage cart out longer than the standard allotted time, please get permission to do so prior to taking them out. We will always try to accommodate you, but you must remember that we have to service other residents, too. Therefore, you may be asked to return either type of cart earlier than you had planned. (Adopted February 2014)

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TRASH ROOMS

In order to provide a healthy environment and eliminate odors and vermin, all household garbage must be disposed of in a garbage bag; close the bag and put it (ONLY) down the trash chutes. In addition, no other household objects or personal belongings are to be left on the trash room floor.

Odorous Items – Please double bag items that can give off a noxious smell. If the food is SPOILED, please **do not** put spoiled food **down the chute**. **Double bag it and bring it down to the Front Desk Officer who will open the compactor room for you.**

Recycling - Only newspapers and magazines are recycled. If you recycle, bring your newspapers and magazines to the Bike Room where a recycling container has been set up next to the Box Disposal area.

WE DO NOT RECYCLE ANY OTHER ITEMS – Wine, Beer, Soda, Water and other Bottles and Cans are NOT to be placed on the trash room floor. All bottles and cans are to be placed into a garbage bag; close the bag and put it down the chute.

Trash Chute – Nothing is allowed in the chute except items that can be placed in a garbage bag; close the bag and put it down the chute.

Large Boxes – Please bring large **EMPTY boxes with no trash inside of them** down to the **bike room and put them in the "drop off" box disposal area.**

Small Boxes – Do not put them down the chute **unless they fit or can be made to fit inside of a garbage bag; close the bag and put it down the chute.** (Modified November, 2013)

Pizza Boxes – Crush the pizza box and place it in **a garbage bag; close the bag and put it down the chute. PLEASE <u>DO NOT</u> BRING PIZZA BOXES DOWN TO THE BOX AREA IN THE BIKE ROOM.** (Modified November 2013)

Unwanted Clothing - Do not put unwanted clothing either in bags or loose on the trash room floor. Place the clothing in a closed garbage bag; close the bag and put it down the chute. (Modified November 2013)

Unwanted Household Objects – Do not place an unwanted item on the trash room floor. Instead, please speak to the Property Manager regarding the disposal of the item. If it is possible, the Association may be able to assist you in this matter. If we are unable to accommodate you, it will be your responsibility to dispose of the item yourself. (Modified November 2013; February 2014)

Vestibule next to the Trash Room – Nothing is to be discarded in this area. **Shopping Carts are never to be stored in this area; they are to be returned to the Bike Room.** (Modified November 2012; February 2014)

Residents who violate any of the above rules are subject to a fine.

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DELIVERIES AND CONSTRUCTION PROJECTS
PROCEDURES AND HOURS

Moving In or Out Hours - Monday through Friday 8:00 AM – 5:00 PM holidays excluded. (Modified July 2011)

Delivery Hours - Delivery hours are Monday through Friday 8:00 AM – 5:00 PM holidays excluded.

Saturday Hours - Saturday Hours are 9:00 AM through 12:00 Noon for small deliveries only as protective elevator pads are not put up on Saturday. **Please always get approval from the Property Manager if you are unsure about the size of your Saturday delivery.** (Modified August 2008; Modified November 2013)

Elevator Reservations - The elevator must be reserved 2 weeks in advance for move-ins & move-outs; 48 hours in advance for major construction projects; 24 hours in advance for small construction projects and deliveries. When a security deposit is required, the elevator will not be reserved until we have a deposit in hand. (Modified March 2009)

Packages – We will on your behalf, sign for packages and/or letters requiring a signature. A message will be left on your telephone and sent to your email. Please pick up your items within 2-3 days. Let us know if you will be out of town so we can take other measures. Also, let the Front Desk Officer know if you are expecting any bulky items to be delivered. Items left over 14 days will be returned at your expense. Either we accept or don't accept packages. If you do not want us to receive your packages, please advise us in writing. **In addition, residents are required to show their ID at the lower lobby Front Desk before a package(s) is scanned out and given to them.** (Modified November 2013)

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CONSTRUCTION PROJECTS

Large Construction Projects – When construction material is going to be brought into or out of the building, the following is required: (1) A non-refundable $100 Elevator and Administration fee (Discretionary per Management) (2) A $400 deposit check that is fully refundable provided that no damage to the building have been incurred. (Modified March 2009; April 2015; April 2018)

Large Construction Projects consist of extensive painting, popcorn removal, kitchen & bathroom remodeling, or any other scope of work that reconfigures your unit's original structure. It is your responsibility to make sure that your contractors clean up and haul away their debris. This does not mean using our facilities for their trash. Our facilities are for our own trash. Please have your work done professionally, check references, ask your neighbors for recommendation. Inferior workmanship (electrical, plumbing, etc.) can have a big affect on a lot of people in our multi-family community. (Modified April 1, 2015)

Any Structural Additions or Alterations must be approved through the Association. We want to make sure that your changes will not interfere with the structural integrity of the building. **Permits (when applicable) must be obtained through the City of Hallandale Beach.** A copy of the permit must be given to the office.

Construction hours are Monday through Friday from 8:00 AM-5:00 PM. (Modified July 2011)

Construction Debris & Material Removal Requirements. Debris can only be removed on Tuesday & Wednesday. All other days must have 24-hour notice in addition to reserving the freight elevator along with any fees. (Modified August 2018)

Building Material Delivery Requirements. Building materials can only be delivered on Tuesday & Wednesday. All other days must have 24-hour notice in addition to reserving the freight elevator along with any fees. (Modified August 2018)

The padded service elevator must be used. Workmen should provide their own means to haul items to and from their vehicles. Any leftover fragments of materials, i.e. Plaster, Concrete, Tile, Carpet, and Mirror Glass must be removed from the apartment and transported via the service elevator and subsequently removed from the premises the same day.

HALLWAY PROTECTION RULES

Floor Protection and Cleanup

All large/small construction projects require FLOOR PROTECTION such as DURABLE PLASTIC RUNNERS. **The floor protection must be the width of the hallway and run from 3 feet past the FRONT of the UNIT DOOR to the BEGINNING of the TILED ELEVATOR LANDING area.**

Material Storage - Storage of materials in the hallways, stairwells, storage or common areas is PROHIBITED. **Materials cannot be stored on apartment balconies.** They must be kept within the confines of the apartment.

Cutting Materials - Absolutely no work (cutting mirrors, carpet, etc.) is to be done in the hallways.

Floor Installation Soundproofing – Hard Surface Flooring Underlayment **–** When installing hard surface flooring such as tile, wood, marble, etc., a flooring underlayment must be installed. We do not recommend the type of underlayment to be used, but is must meet the following requirements:

The SOUND TRANSMISSION CLASS (S.T.C.) rating should be 65 or greater
The IMPACT INSULATION CLASS (I.I.C.) rating should be 65 or greater

Water Turn Off – When any reconstruction or repairs are being done that require water to the apartment or individual risers to be shut off, **you must first contact the office at 954-458-0411. You are required to give three (3) working days notice prior to the date your work will be started**. No one other than condominium employees are allowed to touch the water cut-offs. (Modified April 2018)

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PARKING

Parking Spaces - Each unit comes with ONE parking space. This will be your assigned space. If you have more than one licensed driver residing in the apartment with a second vehicle, you must register the vehicle and get a TOVE sticker. The additional registered car can park in marked (Intracoastal) guest spots in the back southeast parking area. Daily parking passes are required for Ramp parking, unless otherwise authorized by the condominium office. Every residence will only be issued up to two (2) TOVE parking stickers. If a residence has more than two (2) cars, the additional cars can only be parked off property or in a rented/leased space where the unit owner has given written permission to use the space. A formal permission or rental agreement must be on file in the condominium office for the transaction to be valid. (Adopted June 1986) (Modified July 2008; August 2012)

Unauthorized Parking –The Association **does not** regularly monitor resident's assigned parking spaces; however, parking in another resident's assigned space without written permission from either the unit owner or office is not permitted. (Modified November 2012)

Vehicle Restrictions -

1. Automobiles must be parked head-in, centered between the lines and against the forward concrete bumper.
2. No automobile may be parked so as to block the ingress or egress of any vehicle.
3. No car washing or repairing of cars is allowed in the parking lot.
4. No boats, recreational or commercial vehicles may be parked on the premises. No vehicles with lettering will be allowed to park in permanent assigned spaces.
5. **Motorcycles** shall adhere to the guidelines outlined in the TOVE 2 Wheel / 3 Wheel Vehicle Registration form in order to be permitted to be parked on the premises.
6. **Motorcycles** will not be permitted to park on the ramp; they must park in either guest parking or in front of the resident's car if space permits. (Modified August 2012)

Vehicle Condition - All motor vehicles parked on the premises must be in working condition and not **display** evidence (i.e., non-inflated tires) of not being able to be driven for more than 5 days without notification to the condominium of the **expected repair date.**

1. No vehicle may remain on the premises that visually appear to be in an abandoned state.
2. No vehicle may remain on the premises that display obvious visual evidence of being used as a storage locker for personal property.
3. No motor vehicle shall be a hazard to the life or safety of any person on the property.

Any motor vehicle in violation **of any** of these Rules will be subject to immediate towing **without notice** at the owner's expense. (Modified August 2012)

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RAMP PARKING

(Adopted February 2014)

A daily Ramp Pass is required and expires every 24 hours.

ANY VEHICLE, including TOVE resident vehicles parked without a valid pass or an expired pass are subject to being towed.

Parking is only permitted in designated spaces with a valid pass.

It is against our Fire Department Ordinances to park along the planters on the upper ramp area.

Dropping off or Picking up Residents or Guests on the Ramp

All vehicles must be parked to the side to allow traffic to flow unobstructed.

No vehicle, for any reason, may be left unattended.

If an attended vehicle is waiting to pick up a passenger, the vehicle must be turned off and not left to idle. Music and other sounds must be contained within the vehicle to not affect residents.

No one is permitted to congregate on the ramp for any length of time, especially during the hours from 8:00 pm to 8:00 am.

Please be aware that sound travels louder than you may realize and can adversely affect residents who live near the ramp's entrance area.

Unreasonably loud talking or disturbing noises on the Ramp is prohibited.

*** * * * * * ***

RESPONSIBILITIES OF OWNERSHIP

A/C Filters - Obtaining and changing A/C filters is the responsibility of the unit owner or lessee. (Adopted June 1991)

Maintenance -Maintenance is due on the **first of the month**. A late fee of $25.00 will be imposed on **day 11**. We can arrange for automatic payments to be made from your bank account. A form will be given to you for your review and authorization. The payment coupon book for your maintenance payments should be obtained from the seller. We do not send statements. As much as this is our home, the operating of the building is like a business. We cannot operate efficiently without the funds to do so. The only way to help prevent assessments and keep maintenance fees within reason is if every unit owner does their part to help. (Modified November 2013)

Keys - As of July 12, 2010 all entrance keys have been replaced by an electronic door entry system. A **Key Fob** entry system stores both the date and time a resident passes through an electronically controlled door. The key fob also carries a resident's picture and unit number which displays on monitors at both entrance desks in the upper and lower lobbies. Your **Key Fob** opens the building's 4 entrance doors and fitness center rooms. (Modified August 2012; November 2012)

GENERAL KEY FOB INFORMATION

Personal Key Fob - Your personal **Key Fob** must be carried by you at all times in order to enter the **building, fitness center rooms and bike room**. **Your Key Fob may only be used by you; you may not allow anyone else to use your FOB.** This rule is to help insure your security. (Modified November 2013)

Residents – A unit will be issued a free key fob up to two (2) authorized persons residing in the unit. Additional, broken or lost fobs for authorized residents cost $25.00. The price is $25.00 for each subsequent replacement of a lost or broken fob. (Modified January 2022)

Long Term Guests – **All guests staying one (1) week or more must be issued a fob.** Unit resident must complete a guest authorization form, and their guest must have their picture taken. Guest fobs are $20.00 and are refunded (only) upon return of the fob on the date of departure. In addition, if your guest doesn't return the fob when he/she leaves the building, you as the owner of the unit will be responsible to pay a $150.00 replacement fee to the Association. (Modified November 2013)

Short Term Guests – It is recommended that a guest staying less than one (1) week who plans to come into the building frequently (without the unit resident) should also get a fob. Without a fob, a guest will be required to "sign-in" at the Front Desk and be announced each time they come into the building.

Other Keys - The keys you should receive from the seller are: (1) Unit; (2) *A/C Closet; (3) Mailbox; (4) Medeco (opens door to the storage bin room, which is located inside of the laundry room); (5) Storage Bin lock key (6) Owner's Key Fob(s), which will be converted over to you along with your picture. *You are required to give a copy of your A/C closet door key to the condominium office. (Modified November 2012)

Emergency Access Key Storage -
It is highly recommended (especially for part time residents) to leave a unit key stored in the condominium office's Fire Box Safe for use in case of an emergency. You will always be advised **prior** to our entering your unit.

If desired, you can leave the keys with a friend or relative. Please leave up-to-date contact information so we can advise them of any situation that might arise.

Washing Machines - As a reminder, the **only** units equipped for laundry facilities (washing machines and dryers) are the "A" units. Other units may have laundry facilities installed if proper permits and approvals by the City and Management are obtained. (Modified April 2018)

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OWNER LEASING

Leasing - No unit can be rented until owned by the new owner for a minimum of two years. If after two years you would like permission to rent, you must submit your request to the attention of the Board of Directors. While Owners have the right to rent; they may not be allowed to do so due to loan requirement constraints that banks place on their clients. When the Association obtains a loan, banks place a ceiling on the allowable percentage of non-owner occupied apartments in a building as one of the provisions of granting the loan. (Adopted June 1991; Modified July 2012)

If you *are* authorized to lease your unit, the Lease must be for a minimum of two years, and no unit can be leased more than once every two years. Any violation of the leasing rules may cause the Unit Owner to lose leasing privileges for the subsequent two years. A Lease Application must be submitted to the office and the renter must be screened prior to moving in. The renter and owner shall sign a Lease Amendment with TOVE. A Security Deposit of the greater of one month's rent or $1,000 is required. It is placed in a non-interest bearing account and refunded when the lease has expired and after inspection of the move-out. Cost of damages to the common areas of the building will be deducted from the **Security Deposit**. The renter must submit a letter of request for reimbursement. (Modified July 2012; April 2018)

Lease Application Packet - The Lease Application packet provides further details for renting your unit. (Modified July 2012)

Lease Renewal – When a lease is up for renewal, at the Board's discretion, the unit's equipment [including but not limited to hot water heater, main water valve(s), toilets and air conditioner (handler and roof top)] shall be inspected. It is the unit owner's responsibility to maintain the equipment which services their unit by either repair or replacement. The Association reserves the right to re-inspect the equipment after proof of repair. If the defective equipment is not repaired or replaced within the specified time constraints, the Board may deny lease renewal. (Modified July 2012)

Dual Usage Prohibited – The Association **prohibits dual usage** by a unit owner and a tenant of association property and common elements otherwise readily available for use by unit owners. Further, the renter shall have all use rights in the association property and those common elements otherwise readily available for use generally by unit owners and the unit owner shall not have such rights **except as a guest.** (Modified July 2012)

Foreclosure (Association) - As a result of foreclosure, the Association may obtain title to a unit or units through a certificate of title, a deed in lieu of foreclosure or otherwise. As to those units and those units only and only while the Association holds title to said unit(s), the Association may lease any such unit for a minimum period of thirty (30) days. (Modified March 2011)

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GUESTS

Guests - All guests must check in with security and provide identification, contact information and vehicle information. (Modified August 2018)

When Owner is Residing in Unit – A unit owner who expects a guest(s) to stay in their unit for an extended period of time **(please refer to Guest Screening section)** is required to advise the office in writing at least two weeks in advance of the expected arrival date. No verbal authorizations will be accepted. (Adopted February 2005) (Modified November 2012)

When Owner is <u>Absent</u> from Unit – A unit owner, while absent from the unit, may have immediate family guests (defined as parents, children, brothers, sisters, grandparents and grandchildren) for no more than 30 days in any 3-month period. Unit owners must provide the Association with a letter of authorization for all such guests at least 2 weeks prior to the occupancy. This letter must contain the names and relationship of such guests as well as the dates of arrival and departure. (Adopted June 1986) (Modified April 1996)

Guest Fob(s) - All guests, in most instances, are required to have an electronic **Key Fob**. The charge is $20.00 and is refundable upon departure. Please refer to the section General Key Fob Information (page 12) for further details.

Guest Screening –A guest staying longer than **30 days will be required to be screened for a criminal background check**. The fee is dependant on the geographical location of the guest's permanent residence. The screening fee will be a minimum of $100.00. A parking sticker or pass will be required for their automobile. (Modified August 2012) (Modified August 2018)

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BALCONY RULES

(Modified May 2012)

Aesthetics -The appearance of our balconies is very important to the overall look of our building. Please consider this when you choose furniture and plants for this area.

Balcony Walls - The balcony walls may not be painted by a resident.

Barbecuing - By order of the Fire Marshall, no hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony. For insurance and safety purposes this restriction has been extended to include electric ranges, grills, or similar electrical apparatus. (Modified December 2013) (Modified June 2015)

Bicycles - No bicycles are permitted to be stored on the balcony.

Carpet - No carpet of any kind on floors. Only tile and paint are accepted covers for the balcony floors.

Cleaning - Please be considerate of the neighbor who lives beneath you when you clean your balcony. People who live beneath you do not appreciate water and dirt coming down onto their balcony when you are cleaning yours.

Drying Wet Items & Drying Racks - You may not hang clothes, towels or bedding over the outside balcony railings. You also may not hook wet clothing and/or towels to the balcony walls. Drying racks are not permitted on the walls or on the floor of your balcony.

Flooring - To preserve the structural integrity and waterproofing of the balconies and to prevent their deterioration from moisture intrusion, no flooring of any kind, including carpeting or tile, may be installed on the balconies; except that Unit Owners may install colored and/or colored and stamped waterproofing materials as may be selected and approved by the Board of Directors from time to time, in whatever color and form the Board of Directors may designate. To the extent that any flooring exists on any balcony at the time this rule is promulgated, that flooring may remain in place until such time as its removal is required in order to maintain, repair or replace the balcony on which the flooring is installed (as such removal may be required by the Association in its sole discretion). However, in the event that any flooring must be removed in order to perform such maintenance or repairs, whether at the time this rule is promulgated or in the future, no flooring of any kind may be reinstalled other than waterproofing materials as may be approved by the Board of Directors. (Modified August 2018)

Hammocks - Hammocks are not permitted to be hung on your balcony.

Mops/Brooms - You may not leave mops, brooms, etc. on your balcony.

Planters – You may not attach planters to the outside railings.

Watering – Do not allow your plants to grow down past your balcony floor; make sure to water your plants so that the water does not leak onto your neighbor's balcony or onto cars parked below.

Satellite Dishes - Satellite dishes may not be affixed to balcony railings, or any building walls **adjacent** to your balcony. Please **do not** install a dish without first speaking to the Property Manager who will give you **specific instructions** as to how and where the dish may be installed on your balcony. During storms, the dish **must** be removed.

Smoking & Cigarette Butts - If you smoke, you must use an ashtray. Never toss cigarette butts off your balcony or out of any windows. If you are found to be tossing cigarettes off your balcony or out of any windows, **you will be fined**.

Storage - You may not use your balcony as a storage area.

Storm Preparation - It is your responsibility to remove all outside items from your balcony in the event of storms. If you do not live here permanently, you must remove all items from your balcony before you leave. The Association will not be responsible for moving furniture in your absence.

Residents who violate any of the above rules are subject to a fine.

t·o·v·e
Towers of Oceanview East

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IN CONCLUSION

Please be courteous of and to your neighbors. Unit owners must keep noises in their unit at a low level so that other occupants of the building will not be disturbed. Simply walking on a tile floor in a hard-soled shoe can be heard by the person living beneath you. The same applies to moving furniture or chairs. Eight o'clock at night would not be the time to start hanging pictures. Remember: do onto others as you would have them do unto you. Be respectful if you do your own weekend projects. **Remember, use of the elevators for "heavy, bulky, and dirty" construction type items during the weekend is prohibited.**

Our goal is to make living at TOVE a great experience. Your participation in Meetings, Committees and Proxy votes (even if a part-time resident) is very important and encouraged. Remember, we all decide how we want our community to operate. Please help us to meet our goals. We welcome your input and suggestions.

TOVE DECLARATION*: The Board of Directors may adopt or 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.*
TOVE BYLAWS*: Each owner of a Condominium Parcel, whether he has acquired his ownership by purchase, by gift, conveyance or transfer by operation of law or otherwise, shall be bound by the By-Laws and Articles of Incorporation of the said Association, the provisions of the Declaration and the Exhibits.*

[Remainder of page intentionally left blank;
Signature page which follows is for new residents *only*]

Parking

I understand that my unit comes with **<u>ONE PARKING SPACE ONLY</u>**. I understand there is no guarantee that a second vehicle registered to another licensed driver residing in my unit will have access to parking on the property. I understand parking is limited, based on availability and guest spaces are on a first come/first serve basis.

I am a ____OWNER _____RENTER

_____ _____ _____

Signature **Date** **Unit #**

_____

Print Name

I am a ____OWNER _____RENTER

_____ _____ _____

Signature **Date** **Unit #**

_____

Print Name

The aforementioned rules and regulations have been reviewed with me and **I understand them in full. I commit to complying with these rules and regulations.** I also understand that non-compliance of these rules could result in fines being levied on me and/or my apartment. I have been given a copy of this document for future reference.

I am a _____OWNER _____RENTER

_____ _____ _____
Signature **Date** **Unit #**

_____
Print Name

I am a _____OWNER _____RENTER

_____ _____ _____
Signature **Date** **Unit #**

_____
Print Name

I am a _____OWNER _____RENTER

_____ _____ _____
Signature **Date** **Unit #**

_____
Print Name

I am a _____OWNER _____RENTER

_____ _____ _____
Signature **Date** **Unit #**

_____
Print Name

_____ _____
TOVE Representative **Date**

RULES & REGULATIONS
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