

INSTRUCTIONS TO COMPLETE THE APPLICATION TO LEASE OR PURCHASE

1. If applicants aren't legally married, an application on each person must be completed.
2. Please print legibly or type information. Complete addresses & phone numbers are required.
3. If any questions are unanswered or left blank, this application will be returned unprocessed.
4. Missing information or lack of requested documents will cause delays in processing & approval of your application.
5. Only the applicant/owners are authorized to sign this form.
6. Include a check for the application fee in the amount of \$100.00 made payable to 'Conquistador Bay Club'. for each applicant if unmarried.

*****If applicants are not married or have different last names, an additional application fee of \$100 is required to process two separate background reports.**

6.

7. Please include a copy of your driver's license

Purchaser is responsible to obtain an assessment coupon book for payment of assessments to the association, by the seller or Management Company.

Conquistador Bay Club Condominium Association, Inc.

C/O Progressive Community
Management
3701 South Osprey Avenue
Sarasota, Florida 34239

(Revised 4/2020)

APPLICATION FOR APPROVAL TO PURCHASE OR LEASE A UNIT

APPLICANT PORTION:

The undersigned applicant(s) state that they (check one):

_____ Propose to **PURCHASE** unit address:_____.

_____ Propose to **LEASE** unit address:_____.

Proposed Closing Date/Lease Dates:_____

To facilitate consideration of this application, Applicant represents that the following information is factual. Applicant is aware that any falsification or misrepresentation of the facts in this application will result in automatic rejection. Applicant consents to the making of further inquiry concerning this application, particularly of the references provided.

Applicant specifically consents to a credit check and verification and hereby authorizes disclosure of information by Equifax or such other credit rating agency or service that may be chosen by the Association. Employment records, any criminal records, and rental history also may be checked by the Association and verified, and I hereby authorize disclosure of such information to the Association by a reporting agency.

Occupancy of the unit is limited to a single family (the owners, their parents or their children).

Applicant Name:_____

Soc. Sec. No. _____ Birth Date _____

Driver's License Number: _____ State: _____

Email Address: _____

Occupation/Employer _____

Co-Applicant name: _____

Soc. Sec. No. _____ Birth Date _____

Driver's License Number: _____ State: _____

Email Address: _____

Occupation/Employer _____

Full name, and relationship to applicant of others who will occupy the unit with Applicant, including children:

NAME

RELATIONSHIP

Pets: Number:_____ Type:_____ *NO PETS ALLOWED BY RENTERS*

Present address of Applicant:

Street_____City _____

State_____Zip_____ How Long_____

Present phone: Home (____)_____ Office (____)_____

Email:_____

Previous address:

Street_____City _____

State_____Zip_____ How Long_____

Vehicles to be kept at Conquistador Bay Club:

Make_____Type_____Year_____ Tag No_____ State_____

Make_____Type_____Year_____ Tag No_____ State_____

Two personal references (local if possible):

1. Name _____

Address _____

City, State, Zip _____

Phone No: (Home)_____ (Office) _____

2. Name _____

Address _____

City, State, Zip _____

Phone No (Home) _____ (Cell)_____

Person to be notified in case of emergency:

Name _____

Address _____

City, State, Zip _____

Phone No (Home) _____ (Cell) _____

Mailing address, if different than present address

Name _____

Address _____

City, State, Zip _____

Phone No (Home) _____ (Cell) _____

Has the Applicant previously been a resident or owner at Conquistador Bay

Club ?: Yes__No _____

If yes, identify unit occupied and dates of occupancy: _____

Real Estate Agent (I/A):_____ **Phone:** _____

Email: _____

EMAIL CONSENT

The undersigned, being all the owners of Unit No. _____, in Conquistador Bay Club Condominium Association, Inc., pursuant to Section 718.112(2)(d), Florida Statutes, hereby consent in writing to receiving by electronic transmission all the Conquistador Bay Club Condominium Association, Inc. business, which includes notice for meetings of the Board of Directors, Committees, and Annual and Special Meetings of the MemberOwners of the Conquistador Bay Club Condominium Association, Inc. (herein, the "Association"). This consent will remain in effect until it is cancelled or the above-referenced unit is sold or transferred. The undersigned hereby designate the above listed electronic mail (e-mail) address(es) for such purposes.

Signature:_____ **Date:**_____

Signature:_____ **Date:**_____

NOTE:

CONQUISTADOR BAY CLUB IS GOVERNED BY USE RESTRICTIONS, RULES AND REGULATIONS CONCERNING THE USE OF UNITS AND THE CONDOMINIUM PROPERTY.

BY SIGNING THIS APPLICATION, I AGREE TO BE AWARE AND ABIDE BY ALL APPLICABLE USE RESTRICTIONS, RULES AND REGULATIONS GOVERNING THE USE OF UNITS AND THE CONDOMINIUM PROPERTY.

BY SIGNING THIS APPLICATION, I CERTIFY THAT I HAVE RECEIVED A COPY OF THE "USE RESTRICTIONS" AND "RULES AND REGULATIONS" AND I FURTHER AGREE, TO TAKE FULL RESPONSIBILITY FOR ANY GUESTS THAT I HAVE, AND THAT THEY WILL ALSO ABIDE BY ALL RULES AND REGULATIONS.

BY SIGNING THIS APPLICATION, I ACKNOWLEDGE THAT ANY VIOLATION OF THE TERMS, PROVISIONS AND COVENANTS OF THE CONDOMINIUM DOCUMENTS INCLUDING THE "RULES AND REGULATIONS" PROVIDES FOR IMMEDIATE ACTION AS PROVIDED IN THOSE DOCUMENTS.

BY SIGNING THIS APPLICATION I ACKNOWLEDGE THAT CONQUISTADOR BAY CLUB CONDOMINIUM ASSOCIATION, INC., HAS 30 DAYS TO CONSIDER THIS APPLICATION FOR A SALE & 10 DAYS TO CONSIDER IF A LEASE, AFTER IT IS RECEIVED BY THE BOARD OF DIRECTORS, AND THAT OCCUPANCY OF THE UNIT BEFORE APPROVAL OF THIS APPLICATION WILL RESULT IN DISAPPROVAL OF THE APPLICATION. BOARD REQUIRES AN INTERVIEW PRIOR TO APPROVAL.

Dated:_____Applicant Signature: _____

Dated:_____Applicant Signature: _____

UNIT OWNER PORTION:

If this is an Application for a proposed Sale, or a proposed Lease, the current unit owner must complete this portion of the Application and comply with the following steps before the Association will consider the Application.

Send completed application to Conquistador Bay Club, C/O Progressive Community Management, 3701 South Osprey Avenue, Sarasota, Florida 34239 along with:

- 1) Make sure a check for the application fee in the amount of \$100.00 made payable to 'Conquistador Bay Club' is turned in by the Buyer/Lessee made out to the Association.

*****If applicants are not married or have different last names, an additional application fee of \$100 is required to process two separate background reports.**

- 2) If the Application is for approval to lease a unit, attach a copy of the proposed lease signed by the proposed lessee (tenant). For a sale include a copy of the sale contract.
- 3) If the Application is to retain a unit acquired by gift, devise, or inheritance, attach a certified copy of the deed or other instrument by which title was received.
- 4) A copy of the applicant's driver's license

No approval of this Application shall be valid or binding unless: all owners of the unit or their authorized agent sign Application; All assessments, late fees, etc., are paid in full through the date of sale or lease.

Unit Owner Signature _____ Date _____

Unit Owner Signature _____ Date _____

=====
FOR OFFICE USE ONLY:

Received by: _____ Date _____

Interviewed by: _____ Date _____

BOARD ACTION: APPROVED _____ DISAPPROVED _____

Signature _____ Date _____

**Conquistador Bay Club
Condominium Association, Inc.**

10. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions:

10.1 Units

10.1.1 Each of the units shall be occupied only by a resident, memberowner of the resident's family, resident's servants and guests, as a residence and for no other purpose. No unit shall be permanently occupied by more than six (6) persons, and the maximum (6) person per unit.

10.1.2 Except as reserved to the Developer, no unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the units to be affected thereby.

10.1.3 Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the unit or the apartment building without the prior written consent of the Board of Directors of the Association. No radio or television aerial or antenna shall be erected on the Condominium property by a unit owner. (Rules & Regulations says board can approve antenna, this is very confusing. Appears the first sentence of this paragraph can have board approval but not the second paragraph)

10.1.4 No clotheslines or similar devices shall be allowed on any patios, sundecks or balconies of the condominium units, or any other part of the condominium property, without the written consent of the Board of Directors of the Association.

10.1.5 No owner or resident shall make, allow or cause to be made, any structural addition or alteration of his unit or the common elements without the prior written consent of the Association.

10.1.6. Units acquired shall not be rented or leased for a period of twenty-four (24) months following the acquisition of the Unit. The date of acquisition of a Unit shall be established by the date of recordation of a deed or other instrument of conveyance in the Public Records of Manatee County, Florida. Units acquired by inheritance whether by will or operation of law, are excluded from the restriction on renting for the 24-month period provided that the owner from whom the unit was inherited had owned the unit for at least 24 months. Also, units acquired by the Association by foreclosure of a lien for delinquent assessments or by a deed in lieu of such foreclosure are excluded from the restriction on renting for the 24-month period. In order to avoid a transient community, no unit shall be rented by owners more than one time in any one calendar year and owner shall notify the Association in writing prior to occupancy by a tenant. The Board of Directors shall promulgate reasonable rules and regulations to accomplish such registration procedure. Except, notwithstanding the foregoing, the Board may waive the once a year restriction on leasing for hardship by reason of death of owner or tenant, breach of lease by tenant, or other hardship causes that the Board, in its discretion, deems a hardship.

10.1.7 Pets (Do we allow birds or not, #4 under Rules & Regulations first paragraph says no, but 4.4 says yes)

No pets or animals are permitted in the Condominium or in a unit except as provided in the By Laws or Rules and Regulations provided and prescribed by the Board of Directors of the Association. However, notwithstanding the foregoing, two cats or dogs (weighing less than 55 pounds in the aggregate) may be kept in a condominium unit as well as fish and birds. All animals permitted to be kept by this Section shall be kept on a leash or carried when outside of a unit on the condominium property.

10.1.8 Age Limitations

10.1.8

This is an adult residential condominium. No minors under the age of 12 may reside in the condominium or in a condominium unit except as specifically set forth herein. A minor under the age of 12 may stay in a unit for no more than thirty days in a calendar year. If an existing unit owner gives birth to a child or otherwise obtains custody of a minor under the age of 14 such minor may stay in the condominium or in a unit for no more than 30 days in each calendar year.

10.1.9 Commercial Use

Subject to the Developer's reservation of rights, no part of the Condominium Property shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other non-residential purpose; provided, however, that the Association shall have the right to provide or authorize such services on the common elements as it deems appropriate for the enjoyment of and for the benefit of the unit owners.

10.1.10 Vehicles

No truck, trailer, commercial vehicle, camper, motor home or other recreational vehicle, boat or similar equipment shall be permitted to remain upon any portion of the Condominium property, other than for temporary parking as hereafter provided. Temporary parking shall mean parking of such vehicles belonging to owners or their guests, delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services to the Association or unit owners, and parking such vehicles belonging to or being used by owners for loading and unloading purposes only. The Board may adopt rules regulating the admission and temporary parking of such vehicles within the Condominium, which rules may include assessment of fines or charges to owners who violate, or whose invitees or guest violate, such rules. Any and all such charges so assessed shall be special assessments. Notwithstanding the foregoing, non-commercial trucks, vans and van-type campers may be permitted if parked in covered garage parking spaces only. The Association may restrict such vehicles by length and/or weight to "small" trucks, vans and van-type campers; provided that no such regulation may be adopted and applied retroactively to a vehicle not previously prohibited which is owned or under commitment to purchase by a unit owner at the time such regulation is adopted.

10.2 Common Elements and Limited Common Elements

The common elements and limited common elements shall be used only for the purpose for which they are intended.

10.3 Nuisances

No nuisances shall be allowed on the condominium property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper residential use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate, or any fire hazard allowed to exist. No unit owner shall permit any use of his unit or of the common elements which will increase the rate of insurance upon the condominium property.

10.4 Lawful Use

No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.5 Signs

No signs shall be displayed from a unit or on common elements except such signs, as shall have advance written approval by the Association.

10.6 Rules and Regulations

Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and by-laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the condominium upon request. A copy of the initial Rules and Regulations is attached hereto.

RULES AND REGULATIONS FOR
CONQUISTADOR BAY CLUB CONDOMINIUM ASSOCIATION, INC.

The Rules and Regulations hereinafter enumerated as to the condominium property, the common elements, the condominium units and the condominium in general shall be deemed in effect until amended by the Board of Directors of the Condominium Association, and shall apply to and be binding upon all condominium parcel owners. The condominium parcel owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Condominium Association and other condominium parcel owners, pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Condominium Association, the by-laws of the Condominium Association and Florida Law. Violations may be remedied by the condominium Association by injunction or other legal means and the Association shall be entitled to recover in said actions, any and all court fees and costs incurred by it, together with reasonable attorney's fees, against any person violating the Rules and Regulations or the Declaration of Condominium and any of the Exhibits attached thereto. The Board of Directors may, from time to time, 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 condominium parcel owners. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. VIOLATIONS OF RULES AND REGULATIONS

1.1 Violations should be reported to the President of the Association in writing, not to the Board of Directors or to the Officers of the Association.

1.2 Violations will be called to the attention of the violating owner by the President of the Association and he will also notify the appropriate committee of the Board of Directors.

1.3 Disagreements concerning violations will be presented to and judged by the Board of Directors who will take appropriate action.

2. FACILITIES

The facilities of the condominium are for the exclusive use of the Association memberowners, lessees, resident house guests and guests accompanied by a memberowner. Any damage to the buildings, or other common areas or equipment caused by any resident or his guests shall be repaired at the expense of the condominium parcel owner causing such damage.

3. NOISE

Unless expressly permitted in writing by the Developer or the Board of Directors of CONQUISTADOR BAY CLUB CONDOMINIUM ASSOCIATION, INC., the installation of hard surface floors in any condominium parcel is prohibited if there is a condominium living unit under such condominium parcel. Should noise transmission create a disturbance or a nuisance after installation, the responsibility remains that of the unit owner to abate the noise transmission and not the Developer or the Association. In order to insure the comfort of all residents in the Condominium, radio hi-fi and television sets should be turned down to a minimum volume between the hours of 11:00 p.m. and 8:00 a.m. All other unnecessary noises, such as bidding goodnight to departing guests and slamming of car doors between these hours should be avoided.

4. PETS

No bird, pet, reptile or animal shall be kept or harbored in the condominium except upon the following conditions or upon express written permission of the Board of Directors which permission may be conditioned on such terms as the Association, in its sole discretion, deems to be in the best interest of the condominium as a whole. (Such permission in one (1) instance shall not be deemed to institute a blanket permission or permissions in any other instance; and any such permission may be revoked at any time in the sole discretion of the Association).

4.1 The owner 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 bird, pet or animal upon the condominium property.

4.2 No animals owned by memberowners shall be allowed to commit a nuisance in any public portion of the buildings or grounds. All pets must be cleaned up after and no pet shall despoil the common area of the Condominium nor any neighbor's unit. Pets must not disturb other unit owners by barking or other noise.

4.3 All pets should be restrained and kept on a leash or carried when outside of an owner's home.

4.4 Two cats or dogs (weighing less than 55 pounds in the aggregate) may be kept in a condominium unit. Only cats, dogs, fish and birds are permitted as pets. Further, no home shall contain more than two domesticated pets (exclusive of birds and fish). Absolutely no dangerous pets such as wild animals are permitted.

5. OBSTRUCTIONS

Sidewalks, entrances, driveways, passages, patios, courts; vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors in corridors. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the condominium, except such as shall have been approved in writing by the Association; nor shall anything be projected out of any window in the condominium without similar approval. No radio or television aerial or antenna shall be attached to or hung from the exterior of the condominium or the roof thereon without the express approval of the Association.

6. CHILDREN

No minors under the age of twelve (12) may reside in the Condominium.

7. DESTRUCTION OF PROPERTY

Neither memberowners, their dependents nor guests shall mark, mar, damage, destroy, deface or engrave any part of the building. MemberOwners shall be responsible for any such damage.

8. EXTERIOR APPEARANCE

The exterior of the condominium and all other areas appurtenant to the condominium shall not be painted, decorated or modified by any owner in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the condominium except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

9. CLEANLINESS

All garbage and refuse from the condominium shall be deposited with care in garbage containers intended for such purposes only at such times and in such manner as the Association will direct. All disposals shall be used in accordance with instructions given to the owner by the Association.

10. BALCONIES

Plants, and pots for flowers must be firmly secured. Movable objects must not be kept, placed or maintained on ledges or the edge of balconies. No objects shall be hung from balconies or windowsills. No cloth, clothing, rugs or mops shall be hung up or shaken from windows, doors or balconies. MemberOwners shall remove all loose or movable objects from balconies during the hurricane season. Cigars, cigarettes or any other object shall not be thrown from your balcony. No cooking shall be permitted on any balcony of a condominium parcel. MemberOwners shall not allow anything to be thrown or to fall from windows, doors, balconies or the interior of the building from hall doors.

11. HALLWAYS

Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the halls or on staircase landings. No memberowner shall allow doors to the corridor to remain open for any purpose other than for immediate ingress and egress.

12. LANDSCAPE

Certain landscaping will be pre-planned and be incorporated in the development plan. The shrubbery chosen will be a responsibility of the Association. No replacements or alteration of these may be made without the Association approval.

13. DOOR LOCKS

MemberOwners must abide by paragraph 13.5, "Right of Entry Into Private Condominium Parcels in Emergencies", of the Declaration of Condominium, which reads as follows:

"In case of emergency originating in or threatening any condominium parcel, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building superintendent or managing agent, shall have the right to enter such condominium parcel for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each condominium parcel shall deposit under the control of the Association, a key to such condominium parcel".

14. PLUMBING

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

15. ROOF

MemberOwners are not permitted on the roof for any purpose.

16. SOLICITATION

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

17. PARKING

A. No vehicle belonging to any owner or to a memberowner of the family of an owner or guest, tenant or employee of an owner shall be parked in such manner as to impede or prevent access to another owner's parking space. The owners, their employees, servants, agents, visitors, licensees and the owner's family will obey parking regulations posted at the private streets, parking areas and drives and any other traffic regulations promulgated in the future for safety, comfort and convenience of the owners. No vehicle which cannot operate on its own power shall remain within the condominium property for more than twenty-four (24) hours, and no repair of vehicles shall be made within the condominium property. Except for guest parking spaces, each parking space is assigned as an appurtenance to a particular condominium parcel. As such, each space may be used only by the owner except when the owner has given written permission (copy to the Association) for use by another owner, lessee or resident. You may not park your car in any assigned space other than the one you own, without proper permission. Parking space sizes are adequate. As a security measure, residents and memberowners should keep their automobile doors locked.

B. No truck, trailer, commercial vehicle, camper, motor home or other recreational vehicle, boat or similar equipment shall be permitted to remain upon any portion of the Condominium Property, other than for temporary parking as hereafter provided. Temporary parking shall mean parking of such vehicles belonging to owners or their guests, delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services to the Association or the unit owners, and parking of such vehicles belonging to or being used by owners for loading and unloading purposes only. Notwithstanding the foregoing, non-commercial trucks, vans and van-type campers may be permitted if parked in covered garage parking spaces only.

18. GARAGES AND STORAGE AREAS

The storage of materials creating a fire hazard (such as gasoline, alcohol and flammable chemicals) is not permitted in a unit, garage or storage area. Similarly, the storage of materials emitting noxious fumes is also prohibited.

19. GUESTS

Owners shall notify the Association in advance by written notice of the arrival and departure dates of guests who have his permission to occupy the condominium parcel in his absence. Guests should be given copies of the rules and regulations by the owners who are responsible for their guest's compliance with such rules.

20. LEASING OR REALES

The Amendment to Declaration of Condominium for Conquistador Bay Club, dated March 20, 2013 prohibits renting or leasing a newly acquired unit for a period of twenty-four (24) months following the acquisition of the Unit.

The Declaration of Condominium is filed for record in Manatee County, Florida, specifies how leasing or resale of condominium parcels shall be approved:

20.1 No owner of a condominium parcel shall lease or sell his condominium parcel to anyone without first giving notice in writing, by registered or certified mail, to the Board of Directors, or by personal delivery to the Secretary or the President of the Association.

20.2 The letter notifying the Association of an owner's desire to lease or sell his condominium parcel must state the name, address and employment or occupation of the prospective lessee or purchaser, and a copy of the bona fide offer to lease or sell the condominium parcel must also be submitted with the letter.

20.3 The application forms required by the Association shall be completely filled in and signed by the prospective lessee or purchaser. The application must be accompanied by a non-refundable administrative fee of fifty dollars (\$1050.00) to cover the Association's administrative expenses.

20.4 The Association shall have thirty (30) days or ten (10) days if a lease, from receipt of all the information requested to decide whether it would approve the application and will so notify the condominium of the Association.

20.5 Any lease must contain a covenant stating that the lessee shall comply with all present and future rules and regulations of the Association. (Can we add and each applicant must sign and initial each page)

20.6 If the prospective lessee or purchaser is approved by the Board of Directors, the Board will so notify the owner and the lessee or purchaser, in writing, and will send a copy of the Rules and Regulations to the lessee or purchaser.

20.7 Subleasing by lessee is NOT permitted, except when the Association is the lessee.

20.8 No condominium parcel may be leased for a period of less than one (1) month and is restricted to one (1) lease per year.

20.9 Leasing shall be restricted to adults only, with a limit of two (2) adults for each bedroom in the condominium parcel.

20.10 Lessees are NOT permitted to bring a pet of any kind into the condominium property.

Violations of these rules are to be reported to the President of the Association, who will call the matter to the attention of the violating owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgement by the Board of Directors. if any irreconcilable conflict should exist with respect to the interpretation of the Rules and Regulations and the Declaration of Condominium, the provisions of the Declaration of Condominium shall prevail.

RULES AND REGULATIONS
FOR
CONQUISTADOR BAY CLUB CONDOMINIUM ASSOCIATION, INC.

The Rules and Regulations hereinafter enumerated as to the condominium property, the common elements, the condominium units and the condominium in general shall be deemed in effect until amended by the Board of Directors of the Condominium Association and shall apply to and be binding upon all condominium parcel owners. The condominium parcel owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Condominium Association and other condominium parcel owners, pursuant to the terms of the Declaration of Condominium, the Articles of incorporation of the Condominium Association, the by-laws of the Condominium Association and Florida Law. Violations may be remedied by the condominium Association by injunction or other legal means and the Association shall be entitled to recover in said actions, any and all court fees and costs incurred by it, together with reasonable attorney's fees, against any person violating the Rules and Regulations or the Declaration of Condominium and any of the Exhibits attached thereto. The Board of Directors may, from time to time, 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 condominium parcel owners. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. VIOLATIONS OF RULES AND REGULATIONS

1.1 Violations should be reported to the President of the Association in writing, not to the Board of Directors or to the Officers of the Association.

1.2 Violations will be called to the attention of the violating owner by the President of the Association and he will also notify the appropriate committee of the Board of Directors.

1.3 Disagreements concerning violations will be presented to and judged by the Board of Directors who will take appropriate action.

2. FACILITIES

The facilities of the condominium are for the exclusive use of the Association members, lessees, resident house guests and guests accompanied by a member. Any damage to the buildings, or other common areas or equipment caused by any resident or his guests shall be repaired at the expense of the condominium parcel owner causing such damage.

3. NOISE

Unless expressly permitted in writing by the Developer or the Board of Directors of CONQUISTADOR BAY CLUB CONDOMINIUM ASSOCIATION, INC., the installation of hard surface floors in any condominium parcel is prohibited if there is a condominium living unit under such condominium parcel. Should noise transmission create a disturbance or a nuisance after installation, the responsibility remains that of the unit owner to abate the noise transmission and not the Developer or the Association. In order to insure the comfort of all residents in the Condominium, radio hi-fi and television sets should be turned down to a minimum volume between the hours of 11:00 p.m. and 8:00 a.m. All other unnecessary noises, such as bidding goodnight to departing guests and slamming of car doors between these hours should be avoided.

4. PETS

No bird, pet, reptile or animal shall be kept or harbored in the condominium except upon the following conditions or upon express written permission of the Board of Directors which permission may be conditioned on such terms as the Association, in its sole discretion, deems to be in the best interest of the condominium as a whole. (Such permission in one (1) instance shall not be deemed to institute a blanket permission or permissions in any other instance; and any such permission may be revoked at any time in the sole discretion of the Association).

4.1 The owner 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 bird, pet or animal upon the condominium property.

4.2 No animals owned by members shall be allowed to commit a nuisance in any public portion of the buildings or grounds. All pets must be cleaned up after and no pet shall despoil the common area of the Condominium nor any neighbor's unit. Pets must not disturb other unit owners by barking or other noise.

4.3 All pets should be restrained and kept on a leash or carried when outside of an owner's home.

4.4 Two cats or dogs (weighing less than 55 pounds in the aggregate) may be kept in a condominium unit. Only cats, dogs, fish and birds are permitted as pets. Further, no home shall contain more than two domesticated pets (exclusive of birds and fish). Absolutely no dangerous pets such as wild animals are permitted.

5. OBSTRUCTIONS

Sidewalks, entrances, driveways, passages, patios, courts;, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors in corridors. No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the condominium, except such as shall have been approved in writing by the Association; nor shall anything be projected out of any window in the condominium without similar approval. No radio or television aerial or antenna shall be attached to or hung from the exterior of the condominium or the roof thereon without the express approval of the Association.

6. CHILDREN

No minors under the age of twelve (12) may reside in the Condominium.

7. DESTRUCTION OF PROPERTY

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

8. EXTERIOR APPEARANCE

The exterior of the condominium and all other areas appurtenant to the condominium shall not be painted, decorated or modified by any owner in any manner without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the condominium except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association.

9. CLEANLINESS

All garbage and refuse from the condominium shall be deposited with care in garbage containers intended for such purposes only at such times and in such manner as the Association will direct. All disposals shall be used in accordance with instructions given to the owner by the Association.

10. BALCONIES

Plants, and pots for flowers must be firmly secured. Movable objects must not be kept, placed or maintained on ledges or the edge of balconies. No objects shall be hung from balconies or windowsills. No cloth, clothing, rugs or mops shall be hung up or shaken from windows, doors or balconies. Members shall remove all loose or movable objects from balconies during the hurricane season. Cigars, cigarettes or any other object shall not be thrown from your balcony. No cooking shall be permitted on any balcony of a condominium parcel. Members shall not allow anything to be thrown or to fall from windows, doors, balconies or the interior of the building from hall doors.

11. HALLWAYS

Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the halls or on staircase landings. No member shall allow doors to the corridor to remain open for any purpose other than for immediate ingress and egress.

12. LANDSCAPE

Certain landscaping will be pre-planned and be incorporated in the development plan. The shrubbery chosen will be a responsibility of the Association. No replacements or alteration of these may be made without the Association approval.

13. DOOR LOCKS

Members must abide by paragraph 13.5, "Right of Entry Into Private Condominium Parcels in Emergencies", of the Declaration of Condominium, which reads as follows:

"In case of emergency originating in or threatening any condominium parcel, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building superintendent or managing agent, shall have the right to enter such condominium parcel for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each condominium parcel shall deposit under the control of the Association, a key to such condominium parcel".

14. PLUMBING

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

15. ROOF

Members are not permitted on the roof for any purpose.

16. SOLICITATION

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

17. PARKING

A. No vehicle belonging to any owner or to a member of the family of an owner or guest, tenant or employee of an owner shall be parked in such manner as to impede or prevent access to another owner's parking space. The owners, their employees, servants, agents, visitors, licensees and the owner's family will obey parking regulations posted at the private streets, parking areas and drives and any other traffic regulations promulgated in the future for safety, comfort and convenience of the owners. No vehicle which cannot operate on its own power shall remain within the condominium property for more than twenty-four (24) hours, and no repair of vehicles shall be made within the condominium property. Except for guest parking spaces, each parking space is assigned as an appurtenance to a particular condominium parcel. As such, each space may be used only by the owner except when the owner has given written permission (copy to the Association) for use by another owner, lessee or resident. You may not park your car in any assigned space other than the one you own, without proper permission. Parking space sizes are adequate. As a security measure, residents and members should keep their automobile doors locked.

B. No truck, trailer, commercial vehicle, camper, motor home or other recreational vehicle, boat or similar equipment shall be permitted to remain upon any portion of the Condominium Property, other than for temporary parking as hereafter provided. Temporary parking shall mean parking of such vehicles belonging to owners or their guests, delivery trucks, service vehicles and other commercial vehicles being used in the furnishing of services to the Association or the unit owners, and parking of such vehicles belonging to or being used by owners for loading and unloading purposes only. Notwithstanding the foregoing, non-commercial trucks, vans and van-type campers may be permitted if parked in covered garage parking spaces only.

18. GARAGES AND STORAGE AREAS

The storage of materials creating a fire hazard (such as gasoline, alcohol and flammable chemicals) is not permitted in a unit, garage or storage area. Similarly, the storage of materials emitting noxious fumes is also prohibited.

19. GUESTS

Owners shall notify the Association in advance by written notice of the arrival and departure dates of guests who have his permission to occupy the condominium parcel in his absence. Guests should be given copies of the rules and regulations by the owners who are responsible for their guest's compliance with such rules.

20. LEASING OR REALES

The Declaration of Condominium for Conquistador Bay Club, a condominium, which is filed for record in Manatee County, Florida, specifies how leasing or resale of condominium parcels shall be approved:

20.1 No owner of a condominium parcel shall lease or sell his condominium parcel to anyone without first giving notice in writing, by registered or certified mail, to the Board of Directors, or by personal delivery to the Secretary or the President of the Association.

20.2 The letter notifying the Association of an owner's desire to lease or sell his condominium parcel must state the name, address and employment or occupation of the prospective lessee or purchaser, and a copy of the bona fide offer to lease or sell the condominium parcel must also be submitted with the letter.

20.3 The application forms required by the Association shall be completely filled in and signed by the prospective lessee or purchaser. The application must be accompanied by a non-refundable administrative fee of fifty dollars (\$50.00) to cover the Association's administrative expenses.

20.4 The Association shall have thirty (30) days or ten (10) days if a lease, from receipt of all the information requested to decide whether it would approve the application and will so notify the condominium of the Association.

20.5 Any lease must contain a covenant stating that the lessee shall comply with all present and future rules and regulations of the Association.

20.6 If the prospective lessee or purchaser is approved by the Board of Directors, the Board will so notify the owner and the lessee or purchaser, in writing, and will send a copy of the Rules and Regulations to the lessee or purchaser.

20.7 Subleasing by lessee is NOT permitted, except when the Association is the lessee.

20.8 No condominium parcel may be leased for a period of less than one (1) month and is restricted to one (1) lease per year.

20.9 Leasing shall be restricted to adults only, with a limit of two (2) adults for each bedroom in the condominium parcel.

20.10 Lessees are NOT permitted to bring a pet of any kind into the condominium property.

21. FIREPLACE AND CHIMNEYS

Owners who have and intend to use woodburning fireplaces need to provide a copy of an inspection report for their fireplace and chimney by January 1st or before first use of the year on a biennial basis.

If you have a fireplace and do not intend to use it or use it only with an electrical insert, please provide a statement on how you plan to use your fireplace annually by January 1st.

This information should be sent to the Condo Association Manager, who will maintain a record of compliance and send out reminder letters every September 1st.

Violations of these rules are to be reported to the President of the Association, who will call the matter to the attention of the violating owner, lessee or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgement by the Board of Directors. If any irreconcilable conflict should exist with respect to the interpretation of the Rules and Regulations and the Declaration of Condominium, the provisions of the Declaration of Condominium shall prevail.

Revised on December 21, 2020
Board of Directors