

332

COCOANUT

MUST INCLUDE: Application Fee of \$100.00 payable to "332 Coconut Condominium Association, Inc." & copies of all Driver's Licenses. **RETURN TO:** Progressive Community Management, Inc., 3701 South Osprey Ave., Sarasota, FL 34239 **ATTENTION:** David Kirk, Manager Phone: (941) 921-5393 Ext 1112

UNIT ADDRESS: _____
UNIT OWNER NAME: _____ **OWNER PHONE NO:** _____
SALE? RENTAL? From Date: _____ **to** _____ **OR Closing Date:** _____
Real Estate Agent: _____ **Company:** _____ **Phone:** _____

**No unit shall be leased for a period less than three months and no more than two times per calendar year.*

APPLICANT INFORMATION

Applicant(1): _____ DOB: / / DL#: _____ ST: _____
 Phone: _____ Other Phone: _____ Email: _____
 Previous Address: _____ City _____, ST _____, Zip: _____
 Own/Rent? _____ How long? _____ Landlord: _____ Landlord Phone: _____

Applicant(2): _____ DOB: / / DL#: _____ ST: _____
 Phone: _____ Other Phone: _____ Email: _____
 Previous Address: _____ City _____, ST _____, Zip: _____
 Own/Rent? _____ How long? _____ Landlord: _____ Landlord Phone: _____
 Have any of the persons listed above been convicted of a felony? NO ___ YES ___ If Yes please explain: _____

Please list names & ages of all children to live in residence:

1) _____ / _____ 2) _____ / _____ 3) _____ / _____ 4) _____ / _____

Do you own or contemplate owning a motorcycle, truck, trailer, camper, boat? YES ___ NO ___ **see rules/restrictions*

Do you own or contemplate owning a household pet? YES ___ NO ___

Breed: _____ Color: _____ Weight: _____ Height: _____ **see rules/restrictions*

VEHICLE(S)

1) Make _____ Model _____ Color _____ Year _____ Tag# _____ ST _____
 2) Make _____ Model _____ Color _____ Year _____ Tag# _____ ST _____

EMPLOYMENT

APPLICANT (1) Employer Name: _____ Phone: _____
 Occupation/Position: _____ How long? _____ Monthly \$ _____

APPLICANT (2) Employer Name: _____ Phone: _____
 Occupation/Position: _____ How long? _____ Monthly \$ _____

PERSONAL REFERENCES

Name _____ Relation _____ Phone Numbers(s) _____
 Name _____ Relation _____ Phone Numbers(s) _____

EMERGENCY CONTACTS (*Required)

Name _____ Relation _____ Phone Numbers(s) _____
 Name _____ Relation _____ Phone Numbers(s) _____

READ BEFORE SIGNING. It is my/our understanding that this application is preliminary only and involves no obligation of the Board of Directors to approve this application. I/We certify that the above information is correct and authorize the Board of Directors & Progressive Community Management, Inc. to make a thorough personal, background, and credit investigation. All Applicants must be interviewed prior to moving in. A copy of the Rules and Regulations has been given to me/us and I/we hereby acknowledge receipt of same. I/we understand the Rules and Regulations and hereby agree to abide by them (attached).

 Applicant(1) Signature Date Applicant(2) Signature Date

BOARD MEMBER/SCREENING COMMITTEE

[] Approved [] Disapproved – (Disapproved Reason): _____
 Interview Date _____ Time _____ Spoke with _____ Reviewed Rules []
 Notes: _____

332 COCOANUT CONDOMINIUM ASSOCIATION, INC.
RULES AND REGULATIONS AND GENERAL INFORMATION

The Rules and Regulations (the “Rules and Regulations”) hereinafter enumerated as to the Condominium Property, the Common Elements, the Condominium Units, the Condominium Association Property and the Condominium in general, shall apply to and be binding upon all Unit Owners. The Unit 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 Unit Owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Condominium Association and the Bylaws of the Condominium Association. Violations may be remedied by the Condominium Association by injunction or other legal means and the Condominium Association shall be entitled to recover in said actions any and all court 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. Any waivers, consents or approvals given pursuant to these Rules and Regulations by the Board of Directors of the Condominium Association 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 of the Condominium Association. Capitalized terms herein shall have the same meanings ascribed to them in the Declaration of Condominium.

The primary restrictions governing the use of Units and Common Elements at 332 Cocanut, a Condominium are set forth in the Declaration of Condominium. All Unit Owners and tenants are encouraged to review and become familiar with all the Condominium documents, including the complete Declaration of Condominium, Articles of Incorporation, and Bylaws.

In accordance with the Declaration of Condominium, Articles of Incorporation and Bylaws, the Board of Directors of the Condominium Association is directed to establish, publish, and enforce additional Rules and Regulations as it considers necessary to maintain reasonable decorum, to protect the property of Owners, and to assure pleasant and harmonious living for all residents and their guests. Toward that end, the Board of Directors of the Condominium Association has adopted these Rules and Regulations.

These rules will be reviewed from time to time and clarified or supplemented as determined necessary by the Board of Directors after input from the Unit Owners.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. PROCEDURE REGARDING VIOLATION.

- a. Violations should be reported to the Board of Directors or to the Officers of the Association or to any designees thereof.
- b. Violations will be called to the attention of the violating owner by the Board of Directors and the Board of Directors will also notify the appropriate committee of the Board of Directors, if any.
- c. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.
- d. Compliance by the guests or lessees of Unit Owners with these Rules and Regulations is the responsibility of the applicable Unit Owner.

2. FACILITIES. The facilities of the Condominium are for the exclusive use of Unit Owners, their guests, and their approved lessees. Any damage to the Buildings, recreational facilities or other Common Elements or equipment caused by any Unit Owner, their guests and/or their approved lessee(s) or his guest shall be repaired at the expense of the Unit Owner.

3. **NOISE.** No Owner or tenant shall make loud or disturbing noises in the Unit or anywhere on the Condominium Property, or permit his or her family, employees, agents, visitors or licensees to do so.

All radios, televisions, tape machines, compact disc players, stereos, singing and playing of musical instruments, etc. shall be regulated to sound levels that will not disturb others and if used in the vicinity of the pool shall be used only with earphones.

Quiet must be maintained from 11:00 p.m. to 8:00 a.m., and Unit Owner(s) shall be considerate of their neighbors at all times.

4. **OBSTRUCTIONS.** Except for items permitted on Balconies as regulated by these rules, all personal property of the Owner, the tenant, and their families and guests, must be stored within the Unit or within the Storage Unit assigned to the Owner.

Sidewalks, entrances, driveways, passages, elevators, vestibules, stairways, corridors and halls and all Common Elements shall be kept open and shall not be obstructed in any manner.

Rugs or mats must not be placed outside of doors in corridors. No radio/television aerial antenna or satellite dish shall be attached to, or hung from any portion of the Condominium Property, unless or to the extent by Federal Law prevents any such prohibition, and only with the prior written consent of the Board of Directors.

5. **CHILDREN.** Children shall be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Condominium Property.

Children shall not play in the corridors, public halls, stairways or lobby, or interfere with the operation of the elevators.

Reasonable supervision must be exercised when children are playing on the grounds. Children shall be under the direct control of a responsible adult.

Children under the age of 16 may not use the pool unaccompanied by an adult nor shall they be permitted to run, play tag or act boisterously on the Condominium Property.

Skateboarding, "Big Wheels," or loud or obnoxious toys are prohibited. Children may be removed from the Common Areas for misbehavior by or on the instructions of the Condominium Association or manager.

6. **DESTRUCTION OF PROPERTY.** Unit Owners, their lessees, or guests shall not mark, mar, damage, destroy, deface or engrave any part of the Building. Unit Owners shall be financially responsible for any such damage.

7. **EXTERIOR APPEARANCE.** The exterior of the Condominium and all other areas appurtenant to the Condominium shall not be painted, decorated or modified by any Unit Owner in any manner without the prior written consent of the Board of Directors, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors.

No awnings, window guards, light reflective material, 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 Board of Directors from time to time, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors.

All approved shutters must be uniform in appearance.

8. **CLEANLINESS/TRASH/RECYCLING/GARBAGE DISPOSAL.** Trash shall only be placed in areas designated for the storage of such. All non-recyclable refuse, trash and waste, etc., shall be securely wrapped in plastic garbage bags and placed in the Trash chute on each floor intended for such purpose. Under no circumstances are highly volatile, inflammable, combustible items, such as empty paint cans, solvents, etc., or lighted smoking materials or ashes to be placed in any refuse area. No garbage or trash shall be left or placed in hallways, corridors, or Terrace(s).

All Plastic, glass, paper and aluminum shall be disposed in the appropriate recycling receptacles. Newspapers are required to be bundled. Cardboard boxes must be broken down, as required by applicable regulations for recycling and carried down to the recycling area and placed in the proper recycling bin.

Food and vegetable scraps are to be disposed of in the individual residence garbage disposals. Grease cannot be disposed of through the disposal. Grease shall be allowed first to solidify in a suitable container and be placed securely tied plastic bags for disposal in trash containers.

9. **TERRACE(S).** Plants, pots, receptacles and other easily movable objects shall not be kept, placed or maintained within three (3) feet of the ledges of the Terrace(s). No more than four (4) individually potted plants shall be on the Terrace(s).

No articles except for suitable outdoor furniture shall be placed on Terrace(s). The Association reserves the right to require the removal of any item placed on a Terrace(s) if it is in violation of fire code requirements, if it is determined by the Board of Directors to constitute a safety hazard or otherwise be detrimental to the appearance, value, or well-being of the community, which shall be in the sole discretion of the Board of Directors.

No objects shall be hung from Terrace(s) or window sills. No cloth, clothing, rugs or mops shall be hung open or shaken from windows, doors or Terrace(s).

Unit Owners shall not throw cigars, cigarettes or any other object from windows, Terrace(s). Unit Owners shall not allow anything to be thrown or to fall from windows, doors, and/or Terrace(s). No sweepings or other substances shall be permitted to escape to the exterior of the Building from the windows, doors, and/or Terrace(s). No hosing off of the Terrace(s) shall be permitted. Watering of plants and sweeping or mopping of Terrace(s) shall be done so as not to interfere with Unit Owner(s) residing in lower Units or in Common Areas. The Owner of the Unit will be liable for any injury or damage caused by any object falling or blown from the Terrace(s).

No Terrace(s) (or any portion thereon) may be enclosed or screened. No Terrace(s) (or portion thereof) shall be carpeted. Any floor covering installed on Terrace(s) must be in conformance with specifications as established by the Declaration and Board of Directors from time to time.

No exterior lights, beyond what was designed and installed as part of the initial construction and periodic repair and replacement of the same, shall be installed on the Terrace(s) other than what is installed by the Developer.

Hot tubs shall not be placed on the Terrace(s) at any time.

10. **STORAGE UNITS.** Unit Owners are responsible to see that nothing is placed in the Storage Unit(s) designated to the Unit which would create a fire hazard, or that would be subject to being infested by insects, rodents, or pests, or subject to spoilage. No hazardous materials, chemicals of any kind, gasoline, oil or petroleum based products, pesticides, or other toxic or flammable liquids shall be stored or maintained in any Storage Unit(s).

11. **EMERGENCY ENTRY.** In case of any emergency originating in or threatening any Unit, regardless of whether the Unit Owner is present at the time of such emergency, the Board of Directors, or any other person authorized by it, or any management firm, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency.

12. **BICYCLES.** Bicycles shall only be placed or stored in the designated Bike Rack or in the Unit Owner's designated Storage Unit or Unit.

13. **ATTIRE.** Unit Owners, their lessees, their families and guests shall not appear in or use the lobby or common areas except in appropriate attire. No bare feet are allowed in the lobby, elevators, stairways and parking areas.

14. **SMOKING.** No smoking or vaping is permitted in the interior common areas of the Condominium, including, without limitation, the elevators, enclosed/beneath building parking areas, hallways, corridors and foyers. No smoking or vaping is permitted in the exterior common areas of the Condominium, including, without limitation, the pool area and parking area. This restriction does not limit smoking or vaping within Unit(s), and/or Terrace(s) which are Limited Common Elements to the appurtenant Unit.

15. **PLUMBING.** Water closets and other plumbing shall not be used for any other purposes than those for which they are constructed, and no sweepings, rubbish, rags or other foreign substances shall be deposited and/or thrown therein. The cost of any damage resulting from misuse of same shall be borne by the Unit Owner causing the damage.

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

17. **COMMERCIAL PROHIBITION.** Except for use by the Developer, and as allowed by the Declaration of Condominium, no residential Unit may be occupied or used for any commercial or business purpose.

18. **COMMON FACILITIES.** Unit Owners are requested to cooperate with any management firm in the use of common facilities where more than one organized activity is scheduled for the same time.

19. **HURRICANE PREPARATIONS.** Each Unit Owner or lessee who plans to be absent from the Unit(s) at any time and for any duration during the hurricane season (June 1st through November 30th) must prepare the Unit(s) prior to departure by:

a. Removing all permitted furniture, plants and non-anchored/secured items from the Unit Owner(s) Terrace(s).

b. Designating a responsible firm or individual to care for the Unit during the Unit Owner(s) absence in the event that the unit should suffer hurricane damage and furnish any management firm or other designee with the name of such firm or individual.

20. **COMMON ELEMENTS.** All Common Elements inside and outside the Building will be used for their designated purposes only, and nothing belonging to Unit Owners, their family, tenants or guests shall be kept therein or thereon without the approval of the Board of Directors, and such areas shall at all times be kept free of obstruction.

There shall be no planting of flowers, trees or shrubs in the Common Elements unless approved by the Board of Directors.

Unit Owners are financially responsible to the Association for damage to the Common Elements caused by themselves, their tenants, guests and family members.

21. **HOUSEHOLD PETS.** No Unit Owner, tenant, or guests may permit, keep or maintain any pets or animals in a Unit or in the Common Elements except for dogs, domestic cats, and/or fish in one (1) fish tank not to exceed fifty (50) gallons, where such pets are not a nuisance, without the prior written consent of the Board of Directors. An application to any pet must be submitted and approved by the Board of Directors prior to the pet occupying the Unit. The Board of Directors may set a reasonable fee for the review and approval of such applications.

No vicious breeds shall be allowed in the Condominium at any time. The sole and final determination of the approval of any pet is by the Board of Directors, whose approval may be given or withheld in its sole discretion.

All pets must be on a leash no longer than six (6) feet in length and accompanied by the Unit Owner, tenant, or guests when using the Common Elements. No pets shall be allowed to roam free on the Common Elements.

If, in the sole discretion of the Board of Directors, a permitted pet has become a nuisance the Board of Directors shall have the right to require the pet to be immediately removed permanently from the Condominium Property.

No Unit Owner, tenant, or guests may permit, keep, or maintain more than two (2) dogs and/or cats, combined, in a Unit or on the Common Areas at any time.

Messes/waste made by pets must be removed by Unit Owner, tenant, guests, or handler immediately. Unit Owner's failure to clean-up messes/waste made by pates shall result in a \$100.00 fine payable to the Condominium Association for each occurrence.

Pets shall not be left unattended on Terrace(s) at any time.

22. **PASS KEYS.** The Association shall retain a pass key to the Units and Storage Unit(s) and the Unit Owners shall provide the Association with a new or extra key wherever locks are changed or added for the use of the Association pursuant to its statutory right of access to the Units, parking area and storage area. Duplication of Unit Owners' keys to Common Element facilities is restricted in the interest of security. Such keys shall be duplicated only with the assistance of the property manager. Changing of locks must be done through the Association.

23. **GLASS.** No glass of any kind shall be permitted in the pool area. Any liquid refreshments consumed near the pool area shall be in paper or plastic containers.

24. **MOVING.** Persons moving furniture and other property into and out of Units must notify the Association and/or manager in advance. All such moving must be performed Mondays through Fridays between the hours of 8:30 a.m. and 4:00 p.m. using the elevator designated by the Board. Unit Owners shall ensure protective padding is present in the elevator when moving into and out a Unit. The Unit Owner shall be responsible and pay for any damage done to any Common Element during any move. Moving vans and trucks used for this purpose shall use the designated loading/unloading area, shall not be permitted beneath the building in any parking area, shall use reasonable efforts not to interfere with traffic or access by other residents, and shall only remain on Condominium property when actually in use. Moving shall not be permitted on Saturdays or Sundays.

25. **SKATEBOARDS/GAS POWERED SCOOTERS/ETC. PROHIBITED.** Use of skateboards, roller blades, roller skates, bicycling, gas powered scooters or the like is not permitted anywhere on the Condominium Property.

26. **NON-EMERGENCY WORK WITHIN A UNIT.** In addition to other rules which the Board of Directors may elect to promulgate from time to time, the following provisions shall apply to all work within a Unit which is not intended to address or remedy an immediate hazard:

a. The Unit Owner must pre-register all non-emergency work within a Unit with the Association and/or manager, giving the name, address, telephone number and fax number of the Unit Owner's representative who will be overseeing the work being done in the Unit.

b. Prior to commencing work, the Unit Owner's representative must submit to the Manager, a list of names, addresses and telephone numbers of all contractors, sub-contractors, or parties who will be working in the Unit, together with a schedule for their work.

c. The Manager will coordinate with the Unit Owner's representative the issuance of temporary passes for access for decorators and contractors into the Condominium.

d. Work hours for any type of non-emergency work within a unit are 8:00 a.m. to 6:00 p.m., Monday through Friday.

e. All parties performing work must have all licenses required by the City of Sarasota and the County of Sarasota and other applicable governmental authorities and submit proof of same for the Manager's file.

f. After unloading, workers must park their vehicles in the guest areas or other areas specified by the Manager.

g. Work preparations will not be allowed in the parking garage or Common Areas.

h. All trash and debris shall be hauled off by the workers on a daily basis unless a dumpster is specifically designated for their use.

27. **FLOORING.** Installation of surface flooring materials (i.e., tile, stone, wood or other hard surface) shall first require the installation of an approved form of sound deadening or sound insulation material (Floor Underlayment Material) meeting a minimum IIC rating of 48 according to the ASTM standards E989- 89 and E492-90, or the current versions of these standards, on a slab specimen that delivers an IIC rating of 27 with no other materials, performed so as to ensure recommended gap from the wall assembly is maintained at the perimeter of finish flooring and recommended clearance between the base boards and the finish flooring. Each Unit Owner is required to submit for approval to the Board of Directors the proposed hard surface Floor Underlayment Material. Written approval for proposed materials is required prior to commencement of installation of any hard surface flooring. Installation procedures shall meet or exceed the written specifications available from Developer of the Association. The Board reserves the right to require the installation and use of area rugs if, despite compliance herewith, the installation of the hard-surfaced floor results in unreasonable noises or disturbances to the occupants of the Unit below, or other adjacent Units, in the reasonable opinion of the Board of Directors of the Association. Any Unit Owner who chooses to install a hard surfaced floor must adhere to these requirements, and in proceeding with the installation in accordance herewith waives any and all claims, causes of action, or damages that the Owner may incur as a result thereof, and further agrees to hold the Association, and its Board of Directors, officers, employees and agents, harmless from any damages, causes of action, difficulties, problems, deficiencies, or failures of the hard surfaced flooring or sound absorption underlayment system.

28. **FLAGS.** Pursuant to Section 718.113(4), Florida Statutes, any Unit Owner may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful way portable, removable official flags, not larger than 4-1/2 feet by 6 feet, that represent the United States Army, Navy Air Force, Marine Corps or Coast Guard, regardless of any Declaration rules or requirements dealing with flags.

29. **MATERIAL ALTERATION.** No Owner shall make or permit the making of any material alterations or additions to their Unit, the Common Elements, or Limited Common Elements, or in any manner change the exterior appearance of any portion of the Condominium Property, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole.

A Unit Owner shall obtain the approval of the Board of Directors by submitting a written application to the Board of Directors accompanied by detailed plans of the proposed alteration or addition prepared and signed by an architect or engineer. Such application and plans must be submitted not less than thirty (30) days prior to the commencement of construction of the alteration or addition.

The Board of Directors shall have twenty (20) days to approve or deny any such request. Should the Board of Directors fail to reach a decision within twenty (20) days, then it shall be deemed to have approved the request. If the Board of Directors determines it needs additional information from the Owner, it may request such information in writing from the Owner and, until the Owner responds in writing to the Board of Directors request, the time for the Board of Directors to approve or deny a request shall be tolled.

The Board of Directors may create and designate a subcommittee to review and act on all such requests.

UNIT OWNER(S) SHALL NOT CORE DRILL OR CUT INTO ANY FLOOR SLABS, WALL OR CEILING OF A UNIT WITHOUT FIRST OBTAINING THE PRIOR WRITTEN APPROVAL OF THE BOARD OF DIRECTORS WITH REGARD TO THE SPECIFIC PERMITTED LOCATIONS AND PROCEDURE FOR DRILLING. IMPROPER DRILLING MAY DAMAGE THE STRUCTURAL SUPPORT OF THE CONDOMINIUM BUILDING.

ANY DAMAGE CAUSED BY UNIT OWNER(S) TO THE COMMON ELEMENTS OR STRUCTURAL SUPPORT OF THE CONDOMINIUM BUILDING WILL BE PAID FOR BY THE UNIT OWNER.

30. **SECURITY SYSTEMS.** Each Unit Owner shall have the responsibility of setting up, activating, maintaining, and paying for the monitoring services for the unit security alarm system if such monitoring services are so desired by the Unit Owner. The Association shall not be required to set up, activate, maintain, or pay for any unit security alarm monitoring services, and the Association shall have no liability in connection therewith.

31. **SWIMMING POOL AREA.** All persons using the swimming pool do so at their own risk. NO LIFEGUARD OR ATTENDANT SERVICE IS PROVIDED. The pool area will be open from 7:30 a.m. to 7:00 p.m. Children under 16 years of age are not allowed to use the pool unless accompanied by an adult. Children may utilize the pool provided that they either wear swim diapers or are toilet trained. Toys, bicycles, skateboards or similar equipment are prohibited in or about the pool area. Football(s), baseball(s), tennis ball(s) or any other throwing apparatus are prohibited from the pool area. Diving shall not be permitted at any time. All persons going to and from the pool area must wear footwear and cover-up clothing while in the walkways, lobby and in the elevator. Persons returning from the pool area must be dry.

Bathing attire must comply with the applicable ordinance of Sarasota County, Florida. Women bathers must wear bathing suit tops at all times. Pool furniture may not be reserved. Florida State Law requires that all persons' shower before entering the pool. Persons with open sores or any kind are prohibited from entering the pool. All persons in beach attire using lounges and chairs must cover the lounge and/or chair with a towel before use.

No breakable glassware shall be allowed in the pool area. Only plastic food or beverage containers are allowed in the pool area. Any cost incurred or expended by the Association because of broken glass in the pool area caused by any Owner, including their tenants and guests, will be charged to the Owner responsible for such damage. If an Owner fails or refuses to reimburse the Association for any such cost incurred or expended, then the Association shall have the right to file suit against such Owner to recover the full amount due.

No pets are allowed in the pool area. Employees of Unit Owner(s) are not permitted to use the pool, with the exception of aids to the physically handicapped assisting their patients. The use of radios, stereos, or portable TV sets is prohibited in the pool area unless their sound is transmitted only through headphones. Because of limited space available, the pool area is reserved for the exclusive use of Unit Owner(s), Lessees, and registered guests and whoever is occupying the Unit.

Pool parties must be approved in advance and scheduled through the Association, with the Unit Owner or Lessee being responsible for a security deposit of \$200.00, pre-party arrangements, and immediate post-party clean up. Approval of pool parties does not eliminate the right of other Owners to simultaneous use of the pool area.

32. MOTOR VEHICLES AND PARKING SPACES. Parking Spaces are assigned and no Unit Owner shall park in any other Unit Owner's Parking Space without such Unit Owner's consent. Unit Owner(s) shall be permitted to have no more motor vehicles (which also includes a Moped, Motorcycle, etc.) than the number equal to the number of Parking Spaces assigned to the Unit Owner located on the Condominium Property at any time and shall only be permitted to park in the Unit Owner's designated parking space. Unit Owner(s) may park mopeds, motorcycles, etc. in the Unit Owner(s) designated parking space only and in place of (not in addition to) the Unit Owner's primary vehicle.

Except as set forth herein, only family-type non-commercial motor vehicles for passenger transportation, and the incidental movement of personal belongings and property, may be parked in a designated Unit parking spot. A "family-type noncommercial motor vehicle" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback or convertible, and shall also include station wagons, pick-up trucks used for personal transportation, mini-vans and vans equipped with windows all around the vehicle and passenger seats to accommodate not less than four (4) and not more than nine (9) people, and sport utility vehicles and motorcycles, scooters or mopeds.

All other motor vehicles, including but not limited to: (1) commercial vehicles (any vehicle used in a trade or business and having advertising or promotional information, symbols or materials affixed thereto); (2) trucks (any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and cargo vans); (3) boats; (4) campers; (5) recreational vehicles (vehicles having either kitchen or bathroom facilities); (6) trailers; (7) motor homes; (8) mobile homes; (9) loud motorcycles; and any and all other vehicles other than the permitted vehicles described in the preceding paragraph, shall be strictly prohibited.

All vehicles must be licensed, registered and no inoperable or unsightly vehicles may be kept on Condominium Property. The Developer is exempt from this provision in order to permit vehicles which are engaged in any activity relating to construction, maintenance or marketing of Units.

The Board of Directors reserves the right to assign Handicap Parking Spaces from time to time, in the Board of Directors sole discretion, and in accordance with the procedures promulgated by the Board of Directors from time to time.

Notwithstanding the foregoing parking limitations, the following exceptions shall be made: service vehicles/commercial vehicles used by vendors of the Association or any Unit Owner may be permitted to be temporarily parked in the designated service parking area or on the street during the time they are actually servicing a Unit or Condominium Property, but in no event overnight.

The Board of Directors of the Association shall have the authority to prohibit any vehicle that would otherwise be permitted under this provision, if the Board determines, in the exercise of its business judgment, that the vehicle constitutes a safety hazard or is unsightly. The opinion of the Board of Directors shall be binding upon the parties unless wholly unreasonable. No repairs or maintenance of vehicles on the Condominium Property. Any permitted motorized vehicle must comply with the Sarasota County sound ordinances, be licensed for street use and equipped with an appropriate noise muffling device so that the operation of the same does not create unreasonable annoyance or disturbance as determined by the Board of Directors. The Board of Directors is authorized to tow vehicles in accordance with Section 715.07, Florida Statutes.

Oil or fluid leaks onto a parking area are the responsibility of the Owner of the residence with which the offending vehicle is associated. Any cost incurred or expended by the Association to repair damage resulting from oil or fluid leaks onto a parking area will be charged to the Owner of the residence associated with vehicle responsible for such damage. If an Owner fails or refuses to reimburse the Association for any such cost incurred or expended, then the Association shall have the right to file suit against such Owner to recover the full amount due.

No motor vehicle, trailer, boat or any other property of any nature whatsoever that is described in this provision may be parked or stored on a lawn or unpaved area. Bicycles shall be parked only within the Unit Owner's designated Storage Unit or Unit, or on the Bike Racks.

33. **RENTALS AND OTHER OCCUPANCY.** The minimum lease term is three (3) months and the Unit Owner may lease the Unit a maximum of two (2) times a year.

Owners wishing to lease their Units must follow the following procedure:

- a. Submit to the Association an application signed by the Owner and the prospective tenant with reference names as required on the application form. A \$100.00 application fee must be submitted by the Owner with the rental application. Such application to lease must be accompanied by a fully executed copy of the lease and submitted to the Association not less than five (5) days prior to the commencement of said lease. The form application for permission to lease is available from the Board of Directors. Each form application shall provide at a minimum the Owner Name, Unit Number, Tenant Name, Tenant Address, Tenant Phone Number, Number of Tenants, Length of Stay, Vehicle information (if applicable), and acknowledgment that the Tenant received a copy of the Rules and Regulations of 332 Cocoanut, a Condominium and attachments, and agree to comply with the same.

- b. The Association reserves the right to establish a screening process for prospective tenants, which tenants would be required to satisfy prior to occupancy of the Unit.
- c. Each written lease shall contain the following covenants:
 - i. “This lease may in no event whatsoever be assigned, or the Unit leased hereunder sublet, without the written consent of the Board of Directors of the Association.”
 - ii. “Lessee acknowledges having received a copy of the Rules and Regulations of 332 Cocoanut, a Condominium and attachments, and having read the same; that said Rules and Regulations are an integral part of this lease with the same force and effect as if set forth herein at length; that any violation by Lessee is a substantial breach by Lessee of this lease for which 332 Cocoanut Condominium Association, Inc., may institute in the name of Lessor such action or proceedings as it may deem necessary or proper to enforce said Rules and Regulations, including, but not limited to, injunction, termination of the lease and summary proceedings to dispossess the Lessee.”

34. **SALES.** The posting of real estate signs (for sale, for rent, open house, and similar signs) on the grounds, on the Common Elements, or in the windows, is prohibited. Neither the Association nor its employees are empowered to act as sales or rental agents for Owners.

Unit sales must be approved by the Board of Directors before the closing of the sale. A \$100.00 fee must accompany the submission of the application for approval of sale and comply with specific requirements set forth in the Declaration of Condominium regarding the sale of Units, and such other procedures as the Board of Directors may promulgate from time to time.

35. **ACCESS POLICY FOR REALES.** The Condominium Association must be provided with a copy of the executed listing agreement before the listing broker or other agent may enter 332 Cocoanut, a Condominium.

The listing agent may enter 332 Cocoanut, a Condominium for a showing or a meeting without the Owner and must accompany any prospective buyers, other salespersons or brokers and must be present at all showings. “For Sale” or “Open House” signs are prohibited. Open house advertising functions are allowed subject to prior written Association approval and shall be in accordance with the rules and regulations established by the Association from time to time.

The listing agent may host one realtor caravan during the listing period. The Association must be notified at least forty-eight (48) hours in advance of the scheduled caravan.

The listing agent or prospective purchaser shall submit a completed Application to Purchase form to the Association at least thirty (30) days prior to closing.

Any real estate broker or sales person who violates this policy may be denied further access into 332 Cocoanut at the sole discretion of the Condominium Association. The above referenced rules do not apply to or impact the Developer’s rights and privileges to market the property as outlined in the Declaration.

36. CONTRACTORS, SUBCONTRACTORS, DECORATORS (TRADESPEOPLE).

The Unit Owner must pre-register with the Association the name, address, telephone number, any fax number or e-mail address, of the Unit Owner's representative who will be overseeing the work being done in the Unit whether by the interior decorator, the general contractor, or the Unit Owner.

Prior to commencement of work, the Unit Owner's representative must submit to the Association a list of names, address and telephone numbers and any fax number or e-mail address of all contractors and subcontractors who will be working in the Unit, together with a schedule for their work.

The Association will coordinate with the Unit Owner's representative the issuance of temporary passes permitting access for tradespeople into the Condominium and the particular Unit. Prior to authorization for access, the contractors and all subcontractors must produce from their insurance carrier a certificate of insurance of general liability of no less than \$250,000.00 per occurrence and no less than \$500,000.00 aggregate and provide proof of worker's compensation coverage for the Association's file, and proof of appropriate licensing.

All contractors and subcontractors must possess the required license for their trade with Sarasota County, Florida. No work can be performed on Saturdays, Sundays or on Holidays, except as may be permitted by the Board of Directors.

Tradespeople cannot begin work before 8:30 a.m. All tradespeople must leave the Condominium Property by 4:00 p.m. daily after they have cleaned up, except as may be permitted by the Board of Directors.

Smoking or vaping by tradespeople on Condominium Property is prohibited. Tradespeople must not play sound producing devices (i.e. radios) that can be heard from outside of the Unit. Work preparations will be allowed only in the Owner's Unit. All trash and debris shall be hauled off by the workers on a daily basis unless a dumpster is specifically designated for their use.

Grout, paint, wall mud or any other material may not be poured down building drains, sinks, toilets or bathtubs. Breaks and lunches, if taken inside the Condominium building, must be confined to within the Unit. All tradespeople engaged to perform work at the Condominium must wear shirts.

Tradespeople are not to wander around in areas other than the specific area or Unit they are assigned to. Tradespeople are not to tamper with or hang extension cords from any of the sprinkler heads. Tradespeople must take proper steps to protect the air conditioning systems as designed. Care should be taken to protect the supplies, returns and air handling systems.

All exterior doors must be closed while the air conditioning system is in use, and the thermostats should not be tampered with. Improper use may cause a Unit to freeze up and ultimately discharge excess water into a finished residence.

Tradespeople must bag smoke detectors before painting or performing work that will raise sand or dust, because paint fumes, dust and sand can set off the building's fire alarm system. After the work is finished, the bags must be removed from the smoke detectors by the contractor. A fire alarm caused by failure by the trade to comply with this rule will cost the trade \$500.00 per call.

All trash and debris shall be hauled off by the workers on a daily basis unless a dumpster is specifically designated for their use.

TRADESPEOPLE SHALL NOT CORE DRILL OR CUT INTO ANY FLOOR SLABS, WALL OR CEILING OF A UNIT WITHOUT FIRST OBTAINING THE PRIOR WRITTEN APPROVAL OF THE BOARD OF DIRECTORS WITH REGARD TO THE SPECIFIC PERMITTED LOCATIONS AND PROCEDURE FOR DRILLING. IMPROPER DRILLING MAY DAMAGE THE STRUCTURAL SUPPORT OF THE CONDOMINIUM BUILDING.

ANY DAMAGE CAUSED BY TRADESPEOPLE TO THE COMMON ELEMENTS OR STRUCTURAL SUPPORT OF THE CONDOMINIUM BUILDING WILL BE PAID FOR BY THAT CONTRACTOR AND/OR THE UNIT OWNER, WHO WILL SHALL BE JOINTLY AND SEVERALLY LIABLE.

37. **CURTAINS.** Curtains, drapes, and other window coverings (including their linings) which face on exterior windows or glass doors of Units shall be white or off-white in color, unless otherwise specifically approved in writing by the Board of Directors. No aluminum foil may be placed in any window or glass door of any Unit and no reflective substance may be placed on any glass in a Unit except a substance previously approved in writing by the Board of Directors for energy conservation purposes.

38. **GUESTS.** Guests of Unit Owners and Lessees shall comply with these rules and regulations and the rules and regulations set forth in the Declaration of Condominium at all times.

39. **EXTENDED ABSENCE.** The water servicing a Unit must be shut-off if the Unit is to be vacant for more than thirty (30) consecutive days. Additionally, the Unit Owner will remove all items from the Terrace.

40. **SIGNS.** With the exception of signs used or approved by the Developer, no signs, advertisements, notices or lettering may be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the Common Elements, Limited Common Elements, or any part of a Unit so as to be visible outside the Unit.

41. **ENFORCEMENT.** Every Unit Owner, tenant and occupant, and their guests, family members, employees, agents, licensees, and invitees, shall comply with these Rules and Regulations, and the provisions of the Declaration, the Articles of Incorporation and the Bylaws of the Association (all as amended from time to time). Failure to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and any combination of such action.

In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his or her tenant, family, guests, invitees, Lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws provided the following procedures are adhered to:

- a. The Association shall notify the Unit Owner or Occupant of the reported or alleged infraction or infractions. Each day an infraction or violation occurs after the applicable party has received notice thereof shall be deemed to be a new infraction or violation. Included in the notice shall be a date and time of a Board of Directors meeting at which the Owner or occupant may present reasons why a fine should not be imposed. The Owner or occupant may be represented by counsel and may cross-examine witnesses.

- b. The non-compliance shall be presented to the Board of Directors and a Committee of unit Owners formed for that purpose after which the Board of Directors and the Committee shall hear arguments concerning the alleged violation and the levy of a fine or fines. A written decision of the Board of Directors and the Committee shall be submitted to the Owner or occupant by no later than twenty-one (21) days after the Board of Directors' meeting. If the Committee does not agree with the fine, the fine may not be levied.
- c. The Board of directors may impose a fine against the Unit Owner in such amount as may be permitted by law.
- d. Fines shall be paid not later than thirty (30) days after notice of the imposition.
- e. There fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

42. **DEVELOPER EXCLUSION.** Except as otherwise required by law, these Rules and Regulations shall not apply to the Developer, to the Developer's agents, employees or contractors, or to Units owned by Developer until conveyed. They shall apply, however, to all other Owners and occupants of Units. The Board of Directors may (but need not) grant relief to one or more Unit Owners from specific Rules and Regulations upon written request for such relief and good cause shown (as determined by the Board in its sole opinion).

These Rules and Regulations were adopted by vote of the Board of Directors of 332 Coconut Condominium Association, Inc. on this ___ Day of _____, 20__.

332 COCOANUT CONDOMINIUM ASSOCIATION, INC.

By: Mark Famiglio
As Its: President