

**APPLICATION FOR PURCHASE OR LEASE  
Riviera of Lido Beach Condominium Association, Inc.**

**RETURN COMPLETED APPLICATION TO:  
Progressive Community Management, Inc.  
3701 South Osprey Avenue, Sarasota, FL 34239  
Phone: 941-921-5393**

**PLEASE INCLUDE REQUIRED APPLICATION FEE (non-refundable) and Copy of Picture ID  
\$100.00 Application Fee per person or married couple required, make check Payable to "Riviera of Lido  
Beach"**

**APPLICATION TO PURCHASE:  OR LEASE:**

**Current Owner(s) Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

**If Sale-Closing Date:** \_\_\_\_\_ **If Lease-Rental Period Date: From:** \_\_\_\_\_ **To:** \_\_\_\_\_

**Applicant's Name (Purchaser/Lessee):**

\_\_\_\_\_  
D.O.B.: \_\_\_\_\_ Driver's License Number: \_\_\_\_\_ Driver's License State: \_\_\_\_\_

**Co-Applicant Name:**

\_\_\_\_\_  
D.O.B.: \_\_\_\_\_ Driver's License Number: \_\_\_\_\_ Driver's License State: \_\_\_\_\_

**Current Address:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Email Address(es):** \_\_\_\_\_

**Names and ages of all occupants:**

\_\_\_\_\_

**Vehicle that will be on property:** *(limit one (1) assigned parking space per unit)*

**Make:** \_\_\_\_\_ **Year:** \_\_\_\_\_ **Type:** \_\_\_\_\_ **Tag:** \_\_\_\_\_

**Present Employers:** Name, Address, and Contact (If Retired, Last Employer:)

\_\_\_\_\_

**Length of Employment:** \_\_\_\_\_

**APPLICATION FOR PURCHASE OR LEASE  
RIVIERA OF LIDO BEACH CONDOMINIUM ASSOCIATION, INC.**

**Personal References three (3)**

<u>Name</u>	<u>Address</u>	<u>Telephone#</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**AUTHORIZATION FOR VERIFICATION OF INFORMATION FOR CREDIT REPORT, PUBLIC RECORDS, RENTAL OR LEASE HISTORY AND EMPLOYMENT VERIFICATION:** I agree to hold harmless, Progressive Community Management, Inc., and all providers of information on the prospective owner/tenant(s) stated above. In the event that the information provided by me (us) is found to be misleading or false, my acceptance for this sale/lease, whether determination is made before or after my date of ownership/occupancy, may be affected. I do hereby authorize with my (our) signature(s), the release of public records, credit report, rental or lease information and employment verification, whether by fax, verbal, photocopy or original signature, to: Progressive Community Management, Inc., and all its members now and in the future for exclusive use of Riviera of Lido Beach Condominium Association, Inc.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE:** A key for each unit must be supplied to the Board, which is responsible for any required services or emergencies that might occur. This policy is required for your safety and that of your neighbors,

NOTE: Unit may not be subleased. This application is not assignable.

The Applicant(s) agree that they have read the Association's Rules and Regulations and will abide by them. New owners are provided with a copy of the "Rules" by the Association. Renters must receive a copy from the owner or from the owner's rental agent.

Applicant Initial: \_\_\_\_\_ Date: \_\_\_\_\_ Applicant Initial: \_\_\_\_\_ Date: \_\_\_\_\_  
Applicant Initial: \_\_\_\_\_ Date: \_\_\_\_\_ Applicant Initial: \_\_\_\_\_ Date: \_\_\_\_\_

**RULES & REGULATIONS**

I have received and read a copy of all The Association's Rules & Regulations. I understand my responsibilities as an owner/tenant. I agree to abide by the provisions of said document.

\_\_\_\_\_  
Signature Signature

**APPLICATION FOR PURCHASE OR LEASE  
RIVIERA OF LIDO BEACH CONDOMINIUM ASSOCIATION, INC.**

**For Renter's Only**

The undersigned owner/lessor agrees that he/she shall be responsible for any nuisance or damage caused by the lessee and that he/she shall evict or consent to the eviction of the lessee for failure to fulfill any obligation to the Association, and shall hold the Association, its officers, directors, and agents harmless for such action, and shall reimburse the Association for costs incurred, including reasonable attorney fees.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signed \_\_\_\_\_ (Owner) Unit # \_\_\_\_\_

**Action by the Board of Directors**

Recommended  Not Recommended  (Explanation on other side)

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

# Riviera of Lido Beach Condominium Association Inc.

131 Garfield Drive, Sarasota, Florida 34236

Updated May 16, 2023

## RULES AND REGULATIONS

These Rules and Regulations (the "Rules") hereinafter enumerated as to Riviera of Lido Beach Condominium shall be deemed in effect until amended by the Board of Administration and shall be binding upon all unit owners (hereafter, an "Owner"). Capitalized or defined terms contained in the Declaration of Condominium and the By Laws of the Association (collectively, the "Association Documents") shall, to the greatest extent possible, be assigned the same meaning and import when used herein. In the event of a conflict between the terms and conditions of the Association Documents and these Rules & Regulations, the Association Documents shall control.

All Owners shall at all times, obey these Rules and Regulations and shall be ultimately responsible for ensuring that they are observed and abided by their families, tenants, guests, invitees and all other persons over whom they exercise control and supervision. All Owners are placed on notice that any violation of these Rules and Regulations may result in the levying of fines, suspensions of rights, and the exercise of such other remedies as are available to the Association or other Owners pursuant to these Rules, the Association Documents and Florida Law.

The Board of Administration reserves the right to make additional changes to these Rules from time to time as provided by the Association Documents.

## RULES AND REGULATIONS ARE AS FOLLOWS

### 1. Common Elements.

The Common Elements shall be used only by Owners, their families, tenants, guests and invitees for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners and occupants of the Units. In no event may any Owner make or permit any use of the Common Elements that is inconsistent with these Rules and Regulations and/or the Association Documents.

### 2. Nuisances.

So that all Owners and residents may have the quiet enjoyment of their property, no nuisances shall be allowed upon the Condominium Property, nor any use or practice that is the source of annoyance to other residents or interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium 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 Owner shall make or permit the use of his/her Unit or Condominium Property in a manner that may adversely affect the insurance rates or premiums payable by the Association or any other Owner.

### **3. Lawful Use.**

No immoral, improper offensive or unlawful use shall be made of the Condominium Property nor any part thereof, and all laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of the governmental bodies which require maintenance, modification or repair of Condominium Property shall be the same as the responsibility for the maintenance and repair of the individual Units. Units may only be used and occupied for residential purposes and may not be used or occupied for any commercial or business use; provided, however, that the foregoing shall not prohibit a "home office" that is incidental to the Owners' or their tenants occupation of such Unit, for so long as: (i) such activity is confined solely within the Unit; (ii) such activity qualifies as an acceptable home occupation under the applicable laws, rules and regulations of Sarasota County; (iii) no employees or independent contractors other than the Owner or tenant work from the Unit; and (iv) no customers or clients visit the Unit in connection with the business being conducted therefrom.

### **4. Renovations and Upgrades & Maintenance.**

#### **A) Renovations:**

- 1) Board approval is necessary for structural changes and renovations to the interior of a Unit. Drawings and /or blueprints containing written outline of changes to be made shall be submitted to the Property Manager for Board approval along with a properly completed and executed Contractor Rules and Guidelines Form, per Section 5 (below)
- 2) Approved projects may begin May 1 and shall be concluded by December 20 of the same year.
- 3) During January, February, March and April, the majority of owners are in residence. During these four months approved renovations and installation of "hard-wearing" materials such as ceramic tile, marble, granite, glass, wood and other floor coverings are prohibited.
- 4) After written approval of the Board, an owner shall provide the name of the contractor
- 5) Licensed contractors shall provide the Manager the proper permits and licenses from the city and or county along with certificates of insurance.
- 6) The Owner is responsible for all damages caused to the building and common areas by contractors and service personnel while working, delivering, installing or removing any furniture, fixtures, construction material or other articles.
- 7) Section 5, below details Contractor Rules and Guidelines, Contractors must sign this document, and return to Property Manager before commencing work. Property Manager will provide document for signature.
- 8) Unit Owners are allowed to redecorate, paint, change wall coverings and install any "non-hard wearing" items throughout the year provided that such work does not interfere with any other unit owners or the common area and does not create a nuisance.

#### **B) Upgrades & Maintenance:**

- 1) Hot water heaters within Owner's condominiums are to be properly maintained and replaced at least once every nine years. The Board shall mandate its replacement if necessary due to mechanical failure or reported water leaks. Installation date should be provided to the Property Manager at the time of replacement along with any warranty period details.
- 2) The Owner's water main must be shut-off and water heaters are to be disconnected in the event that the owner/occupant is going to be away from the property for more than two weeks.
- 3) The air conditioning system shall be properly maintained and replaced at least every twenty years. The Board may mandate replacement if necessary.
- 4) Riviera requires an annual inspection of the HVAC system by a licensed HVAC contractor. The Property Manager will ask Owners to certify that this has been completed annually.

**5. Riviera of Lido Beach Contractor Rules & Guidelines**

Work hours are 8:00 a.m. - 5:00 p.m. Monday thru Friday (no working on holidays)

Approved projects may begin no earlier than May 1 and shall be completed by December 20.

Contractors/Owners must meet with the Property Manager before beginning work and provide the following:

- 1) Copy of permit(s) and licenses
- 2) Proof of insurance/Workmen's Comp. Coverage
- 3) Approximate start/finish dates
- 4) Additional Insured certificates naming the Association and Property Manager.

- No demolition work can be done until permits are submitted to the Property Manager.
- No smoking anywhere on property
- Eating is only allowed in Owners unit
- Use of Riviera dumpster/trash room is not allowed
- No materials are to be placed on balcony railings or thrown off balcony
- No materials or tools can be stored in hallways and common areas
- All smoke detectors inside unit and within the hallway are to be covered each day and removed at the end of each day
- Contractors are responsible for damage to common areas, elevators and parking lots
- All work must comply with current Florida Building Codes
- No use of power tools is permitted in the common areas or on the Lanais. All cutting must be done within the unit or on the northside of the building along the garage wall.
- Contractor must remove all debris, construction waste and trash daily from the property. No construction waste can be placed anywhere on the property for later removal.
- The elevator and common areas of the building must be properly protected at all times. The use of walk-off mats, drop cloths and elevator pads are to be used in the common areas.

Contractor/Supervisor in charge of project

Date \_\_\_\_\_

Property Manager \_\_\_\_\_

**6. Pets.**

- a. Only usual household domestic animals (i.e. dogs, cats, birds and small aquarium fish) shall be permitted. No "dangerous" or "aggressive" breeds of dogs shall be allowed. What breeds are considered dangerous" or "aggressive" will be at the discretion of the Board of Administration.

- b. Limit of one dog or one house cat per unit and only by the Unit Owner and only while the Unit Owner resides in the Unit. The maximum mature weight for the animal is 30 pounds and with a maximum height of 15 inches.
- c. In the event of either a weight or height dispute. A certificate from an independent veterinarian will be required for verification. Owners are required to produce such a certificate within 5 calendar days of demand by the Association and shall bear the cost of obtaining such a certificate.
- d. Any animal brought or kept upon the Condominium Property shall be at all times under the control of its owner and all dogs must be on a leash and all cats must be carried while on the property unless a leash is used. Pet owners shall be solely and exclusively responsible for any injuries to persons or damage to property caused by their pet, on or about the Condominium Property.
- e. Owners must use "pooper scoopers" and or properly clean up and dispose of any animal waste immediately. No excrement may be disposed of through the garbage chute. All pet waste must be bagged and placed directly in the garbage container on the ground floor.
- f. If, in the sole judgment of the Board of Administration, it is determined that a pet is causing undue disturbance or annoyance to other occupants or the Unit Owner has not complied with all of the rules regarding pets, then the Association shall be entitled to all rights and remedies available under these Rules and Regulations, the Association Documents and applicable law, including but not limited to, the right to fine the Owner and/or require the pet to be removed permanently from the Condominium Property upon three days written notice.
- g. No Owner may have a pet in their Unit without prior written approval of the Board of Administration.
- h. Animals may not be bathed outside of the unit.
- i. Animals must be current on vaccinations and shots. Such animal records should be available upon request.
- j. One properly certified Service and or Emotional Support animal will be allowed per unit subject completing the Association's application and providing all associated certifications and documentation for such animal. The application is provided by the Property Manager.
- k. Pet owners are encouraged to use the stairs rather than the elevator. When it is not possible to use the stairs, the Unit Owner will have a consideration for others.

**7. Obstructions.**

The driveways, alleyways, parking spaces, area between cars, sidewalks, walkways, entrances, hallways, stairwells, area in front of storage lockers and all common elements (excluding lanai, deck or balcony) must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premise. No carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables, or any other objects of similar type and nature be left therein or thereon. No furniture shall be *removed* from the pool area.

**8. Personal property.**

All personal property of an Owner and/or their tenants must be stored within their Unit or in the storage area provided for the Owner.

**9. Use of Common Elements and Limited Common Elements.**

No garbage cans, supplies, bottles or other articles shall be placed on the lanai, balconies or entry ways and halls, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind or other articles be shaken or hung from any window, door, lanai, deck, balcony or entry way or exposed on any of the limited common elements or common elements. Both common elements and limited common elements shall be kept free and clear of refuse, debris and other unsightly materials. No Owner or tenant shall allow anything whatsoever to fall from a window, or balcony nor shall they sweep, wash, or throw from their Unit any dirt or other substances outside their Unit or onto the common elements and limited common elements of the Condominium. All furnishings and art work in the common areas of the building and property must be approved by the Board. Door mats are not allowed in front of each unit entrance door. Unit entrance door handles and locks must be part of the master key system for emergency access as per section 29 herein. All doors have a standard door knocker with door viewer. A wireless doorbell no wider than the unit door frame and no taller than 3", can be placed (no penetration of the door or frame is allowed) on the door frame but cannot be mounted on any common area wall.

**10. Vehicles.**

No Owner, tenant or guest shall store or leave boats, trailers, mobile homes, recreational vehicles and the like on or about the Condominium Property. The parking spaces are not Deeded to any Condominium unit. The parking spaces are assigned by the condominium Board each time a unit is sold or changes hands. No Owner shall advertise their Unit as having the exclusive right or license to use any particular space. The Unit Owner is assigned one parking space per Unit. The remaining spaces are to be visitors or guest parking. All vehicles must be parked front first, fully within the designated parking space. No vehicle shall be parked upon any sidewalks, walkways, sodded or landscaped areas or any other portions of the Condominium Property that are not specifically designated for the parking of motor vehicles. No abandoned or inoperable vehicles may remain parked on or about the Condominium Property for more than forty-eight (48) consecutive hours and no vehicle repairs shall be conducted upon or about the Condominium Property, except in the case of an emergency.

**11, Kayaks and Bicycles.**

Unit owners, their guests, tenant and visitors will be permitted to temporarily store their kayaks and bicycles on the north side of the building in the gravel area across from the garage wall and not along the wall of a unit, at their own risk and expense.

**12. Noise.**

No Owners shall make or permit any disturbing noises by themselves, their family, tenants, agents or visitors, nor permit anything by such persons that will interfere with the rights, comforts and convenience of other Owners and tenants. No Unit occupant shall play upon or cause to be played any musical instrument or operate a phonograph, television radio or sound amplifier, appliance, washer, etc. in the Unit in such a manner so as to disturb or annoy other Owners or tenants of the Condominium. All parties shall lower the volume as to the foregoing from 10:00 pm to 8:30 am each day. No Unit occupant shall conduct or permit vocal or instrumental instruction at any time. Hallways are common areas and not to be used as children's play areas.

**13. Antenna.**

No antenna, satellite dish or aerial may be installed on any exterior wall of the building, which includes the roof, limited and common elements, without the consent of the Board of Administration in writing, Which consent shall not be withheld provided that: (i) such antennae, satellite dish or aerial is reasonably screened from public view; and (ii) the installation thereof does not adversely affect the integrity of the Condominium building; and (iii) the installation is performed by a professional installer.



#### **14. Signs.**

No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on, or upon any part of the Unit, common or limited element. Notwithstanding the foregoing any Owner may display one (1) 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 manner, portable, removable, official flags not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. Unit owners may decorate their front door during all national holidays, but are prohibited from displaying any offensive materials.

#### **15. Awnings.**

No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors, or roof of a Unit without the prior written consent of the Board of Administration. Lanais, decks or balconies may not be enclosed or anything affixed to the railings without the written consent of the Board of Administration, and such consent may be given as to certain Units but not for others, in the Board of Administrations sole reasonable discretion. Storm shutters will be allowed at each Owner's expense, subject to approval of type by the Board of Administration for standardization purposes.

#### **16. Combustible Materials.**

No flammable, combustible or explosive fluid, chemical or substance shall be kept in any Unit or any portions of the Condominium Property, except as are required for normal household use. Only one barbecue gas canister shall be allowed on the balcony of each Unit.

#### **17. Food.**

Food and beverages may only be consumed within a Unit and its lanai, excepting for areas designated by the Board of Administration. Food and drinks are not allowed within 4" of the pool. No breakable materials are allowed in the pool area and all trash and debris need to be picked up by the associated party.

#### **18. Pool Rules.**

The Rules and regulations covering the use of the pool and the facilities are posted on the pool notice board and must be observed by all persons using the pool. The pool will be heated from December 15<sup>th</sup> until April 15<sup>th</sup> or other times at the discretion of the Board of Administration. The pool is open from dawn to dusk.

Those rules that are posted are as required by the Sarasota Health Board.

The following Rules are also applicable:

- a. Pool is for the use of owners, tenants, residents and their guests only. All guests must be accompanied by an Owner or tenant.
- b. No lifeguards are present or on duty and all persons using the pool and facilities do so at their own risk.
- c. Pets are not allowed in the pool area.
- d. Glass or breakables are not permitted in the pool area.
- e. Diving, pushing and jumping into the pool are strictly prohibited and no running, horseplay, throwing of objects shall be permitted in the pool area.
- f. All pool users (including children) must towel dry before entering the Condominium building. Appropriate footwear must be worn to avoid slipping.
- g. Children under 12 shall not be permitted to use the pool without the supervision of an adult. All children must wear proper swimming attire. Diaper aged children are not allowed in the pool unless wearing a proper fitting swim diaper.
- h. Management has the right to deny use of the pool to anyone at any time;

- i. Owners, residents and guests are responsible for cleaning the pool area after use of the same.
- j. The swimming pool rope line must be attached after each use of the pool.
- k. No jumping, sitting, playing or hanging on the swimming pool rope.
- l. All pool furniture must be kept 4' from the edge of the pool and must be returned to its original location after use.
- m. No furniture shall be *removed* from the pool area.

#### **19. Clotheslines.**

No permanent clotheslines or similar device shall be permitted on any portion of the common elements nor shall bathing attire, towels or rugs be hung on the balconies, walkways or lanais. This rule is intended to be subject to the most restrictive interpretation against clotheslines allowed under Florida Law.

#### **20. Owners.**

Where the word Owner is used throughout these Rules and Regulations, it shall include guests, tenants and invitee of the Owner.

#### **21. Smoking.**

Smoking and second-hand smoke constitute a nuisance, therefore:

- 1) Smoking is not permitted anywhere on the property, not any unit, lanai or in any common area, including but not limited to hallways, elevator, pool deck and parking lot;
- 2) Renters, their Guests and Invitees will not anywhere on the property, nor any unit, lanai or permitted to smoke in any common area, including but not limited to hallways, elevator, pool deck and parking lot and within the individual Condominium Unit;

The rules above apply to Owners, Renters, Lessees, Guests and Invitees. For purposes of this provision the term "smoking" means and includes the burning, inhaling, and exhaling of any lighted tobacco product including but not limited to cigars, cigarettes and pipes. The use of electronic or vapor products are likewise defined as smoking and are not permitted.

#### **22 Rental Restrictions.**

No Unit may be rented for a period of less than one (1) month. Sub-Leasing of a Unit is not permitted. No tenant may occupy a Unit prior to the Owner registering them with the Board of Administration as set forth below. No individual rooms may be rented or leased, and no transient occupants shall be accommodated in any Unit. The leasing and/or rental of a Unit shall not discharge the Owner thereof from ensuring compliance with these Rules and Regulations and the Association Documents and the Owner shall remain liable to the Association as if he or she were the occupant of their Unit. Every Owner is responsible for providing their tenant or renter with a copy of these Rules and Regulations prior to such tenant or renter occupying the Unit.

#### **23. Renter/Guest Registration.**

Owners or their agent must provide prospective tenants with an Application to the Association for approval by the Board of Administration. Application must be presented to the Board of Administration a minimum of 10 days prior to occupancy with a non-refundable \$100.00 application fee: The Board of Administration reserves the right to reject any rental application should the same be inconsistent with the terms and conditions set forth herein.

#### **24. Changes of Ownership.**

Owners must provide prospective new owner with a complete copy of the Association

Documents, Rules and Regulations and a Transfer Application form. The foregoing documents are available from the Condominium Association upon the Board of Administration's receipt of the completed Transfer Application and a non-refundable \$100.00 fee to cover administrative expenses and an Estoppel to the financial standing of owner/condominium will be furnished, at the Owner's cost, upon request.

## **25. Interest, Late Charges and Costs.**

All Owner Association quarterly dues for common elements and services are due on the 1<sup>st</sup> of the following months. January, April, July and October. Any assessment would be due as indicated on the advice notification.

Late payments would be subject to the following:

- \$25.00 applied if payment not received by 10<sup>th</sup> of the month.
- \$50.00 additional if not received by 15<sup>th</sup> of month.
- \$100.00 additional if not received by 30<sup>th</sup> of month.
- Thereafter, at 18% per annum.
- If these amounts are above the amount allowed under Florida Law, then late payments are subject to the maximum amount chargeable under Florida Law, on all outstanding amounts. All legal fees related to collection of such amounts are the owner's responsibility.

## **26. Balcony Furniture.**

All items on the balcony including plants, furniture, gas grills etc. are the responsibility of the Owner, and must be removed from the balcony, or moved inside the unit or storm shutters when Owners are not present in the Unit, when a tropical storm or greater is predicted to occur on site. Any gas tanks need to be stored in the Owner's storage unit during such storm. Management will not accept responsibility for any Owners failure to comply with the foregoing, and any damage caused by non-compliance with the foregoing will be charged to the Owner.

## **27. Floor Covering.**

All floors may be fully tiled, carpeted or wood parquet or similar, whichever the owner chooses. All balconies must be tiled or concrete sealed, but no indoor/outdoor carpeting is permitted.

## **28. Garbage.**

All garbage must be placed in a heavy plastic garbage bag and securely tied, before putting into the garbage chute.

Loose garbage, glass or any solid object must not be thrown down the chute. Children's diapers must also not be placed in chute. These items must be physically taken downstairs and placed in the dumpster located in garbage room under the building.

## **29. Association's Right of Entry.**

In case of any emergency originating in, or threatening any Unit, the Board of Administration or any person authorized by it shall have the immediate right to enter such Unit for the purpose of remedying or abating the cause of such emergency, notwithstanding that the Owner or tenant is not present at the time of such emergency. To facilitate entry in the event of any such emergency, the Board of Administration shall have a master key to fit the door locks to all Units.

### **30. Enforcement.**

All violations of these Rules & Regulations should be reported to the Board of Administration of the Association. Violations will be called to the attention of the violating Owner and/or their tenant by an officer or other designee of the Association and he/she will also notify any appropriate committee of the Board of Administration of the Association. The Board of Administration or committee having responsibility over such violations shall consider the allegations of the violation at a meeting of the Board of Administration or such committee and will take appropriate action, including but not limited to imposing a fine; If the person determined by the Board of Administration or committee to be in violation of these Rules & Regulations or the Condominium Documents objects to the imposition of a fine and requests a hearing with respect thereto, such determination concerning the imposition of the fine shall be submitted to and adjudged by a hearing committee comprised of Owners appointed by the Board of Administration, who are neither related to a current member of the Board of Administration nor reside with a current member of the Board of Administration. The written notice of the imposition of a fine shall also include a statement to the Owner notifying him or her of the Owner's rights to such a hearing. Owners have no right to a hearing before the Association files an arbitration action. Violations may also be remedied by the Association through injunction or other legal means provided by Florida Law and the Association shall be entitled to recover in such actions, any and all court fees and costs incurred by it, together with reasonable attorney's fees, against any person violating the Rules & Regulations or the Condominium Documents.

All fines for violations of these Rules & Regulations shall be levied in accordance with the following:

- First violation - fine shall not exceed \$75.00
- Second violation - fine shall not exceed \$150.00
- Third and subsequent repeat violations - fine shall be \$250.00 per violation.

For purposes hereof a "violation" can be either: (i) a single act which cannot be corrected and/or undone (such as bringing a pet to the pool area in violation of the provisions of Section 28 hereof); or (ii) an act or action that can be corrected and/or undone (such as the installation of a non-approved front door), but is not corrected and/or undone within the time frame allotted in the Notice of Violation from the Board of Administration.

All fines shall be due and payable within ten (10) days after that date on which they are levied. Any fine not paid within the aforesaid ten (10) day period, shall be subject to a late fee equal to \$75.00. Any fine more than (30) days delinquent may at the discretion of the Board of Administration, be referred to an attorney for collection, the costs and expense of which shall be the sole and exclusive responsibility of the subject Owner.

### **31. Delegation of Authority.**

The Association may delegate any or all of its rights, privileges and duties in relation to or arising from these Rules and Regulations to a manager of the Condominium Property employed by the Association, provided, however, that such manager shall not have the power to amend the Rules & Regulations in effect from time to time without the prior approval of the Board of Administration, and that the actions of the manager shall at all times be subject to review and control by the Board of Administration.

### **32. Waivers, Consents and Approvals.**

Any waivers, consents, or approvals given under these Rules & Regulations by the Board of Administration 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 Administration.

### **33. Severability.**

In the event that any Rule or Regulation currently set forth or later promulgated, or any sentence, clause, paragraph, phrase or word thereof is determined to be invalid or unenforceable all remaining provisions or portions thereof shall remain in full force and effect.

### **34. Maintenance and Management.**

Any repairs, maintenance items, violations of the Building Rules and Regulations and emergencies need to be reported to Building Management. The Board will annually provide the proper contact name, address, email and phone number to all unit Owners. Such Owners will also provide the contact information to any guests and renters.

### **35. Residential Use.**

The unit is considered for residential use only. No commercial enterprise/or similar business may be operated within the unit at any time.