

BOCA TEECA CONDOMINIUM NO. 9, INC.

RULES AND REGULATIONS

These Rules and Regulations are provided by the Board of Directors of Condominium #9 to ensure the right of all owners and residents to a safe, secure and comfortable living environment. They are also provided to answer potential questions from new owners and/or renters regarding the expectations that members of this community have of one another. Because it is impossible to create guidance that covers all possible situations, the Board reserves the right to address actions and situations that are not explicitly covered in this document.

In accordance with Florida law, the Board of Directors, with the assistance of a Grievance Committee, will take the actions necessary to ensure the enforcement of these rules and regulations. Board actions may include, but are not limited to, the levying and collecting of fines.

Any complaints and/or problems must be directed to the Building Director or to the Property Manager. No owner, renter or guest is authorized to reprimand or give an order to any other owner, renter or guest or to interfere with the working personnel. Please note: your condominium does not have any paid workers of any nature. Custodial help is contracted for with a service organization.

1. GENERAL CONDITIONS

All owners are required to have a Resident Profile Form on file with the Property Manager at all times and to update the information on that form whenever changes occur. Owners of units occupied by renters are responsible to complete Lessee Occupied Unit form with the assistance of the lessee whenever a lease is signed. Owners should provide lessees with a copy of Condo #9 Rules and Regulations and review with them the expectations of the Association.

Running or playing in stairways, lobbies, catwalks, pool or areas surrounding the pool is prohibited. Practicing golf or playing golf is not permitted on common area lawns or parking lots.

In compliance with Florida law, cooking of any nature is not permitted on unit owner's patio or porch.

No private parties can be held at the pool area. All entertainment in the pool area will be provided and supervised by the Entertainment Committee. All unit owners, their resident guests and renters are entitled to attend sanctioned events upon payment of the specified fee.

It is the owner's responsibility to ensure that the unit is maintained in a clean and uncluttered

fashion that does not foster insect or rat infestation. The owner shall be assessed any and all costs incurred by the Association resulting from the owner's failure to do so. Proper professional pest control must be maintained by each and every unit owner consistent with individual health restrictions. The Association furnishes once a year pest control services which must be employed unless written authorization is obtained from the Property Manager to use a different service.

Every unit owner must perform promptly all maintenance and repair work within his own unit which, if omitted, would affect the Condominium property and the Condominium project in its entirety or in part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

Locked bulletin boards in lobbies and hallways are for the exclusive use of condominium notices. Permission to use the unlocked bulletin board in each lobby must be obtained from the Building Director.

If the elevators present a problem, the Building Director or the Property Manager is to be advised. No calls to the elevator service company may be made by unit owners, renters or guests.

The Association reserves the right to determine the time and manner in which residents may move their personal property in or out of the buildings. Movers and workmen are permitted Monday through Friday between the hours of 8AM – 5PM ONLY. No moving can be done on Saturdays or Sundays. It is the owner's responsibility to monitor vendors with respect to the usage/damage to elevators, lobby, etc. Owners will be held responsible for any damage done by vendors to common areas. Please advise office 48 hours prior to deliveries for padding installation in the elevator. Should a move not be completed by 5PM, moving must cease for the day and be resumed on the next permissible day from Monday to Friday. This applies to self-movers and local movers as well as interstate movers.

A REFUNDABLE move-in fee of \$200 shall be paid in advance whenever a new resident (owner or lessee) moves into unit, upon inspection by the Property Manager or a member of the Board. The fee will be used to cover the cost of padding installation in the elevator and as a deposit to cover any damage to elevators or surrounding areas that may arise during the move. This fee does not apply to ground level units.

The delivery of appliances and large furniture, unrelated to a move-in, also require the installation of elevator padding and are subject to a \$200 refundable fee. The Property Manager should be notified forty-eight (48) hours prior to such deliveries. Once the elevators and areas have been cleared by the Property Manager, the deposit will be returned.

No shutters, awnings, canopies, screen doors or other exterior protection are permitted without written approval of the Board of Directors. (Existing installations are exempt.)

Owners and renters cannot use any of the condo's workmen during their working condo hours.

Each owner, renter or guest who plans to be absent from the unit for a period of two weeks or more, must prepare the unit as follows:

1. Close all windows, doors and shutters tightly to protect from high winds and flooding.
2. Shut off the main water valve located on wall in the utility room.
3. Designate a responsible person or firm to check the unit on a regular basis during the absence to ensure that no damage is occurring. Before leaving, the name, address and telephone number of the designated person or firm must be given to the Building Director.

Regardless of who checks a unit in the owner's absence, each owner must deposit a workable key to the unit with the Property Manager. All keys are secured in a locked key cabinet. In the event of a maintenance problem or suspected emergency in an unoccupied unit, an agent of the Association and/or the Board of Directors shall have the right to access the unit to inspect for any potential hazard that may impact the unit or any surrounding units. If a key has not been provided to management as required above, management reserves the right to forcibly enter the unit at the owner's expense.

The feeding of wildlife on condominium grounds is strictly prohibited.

Screen doors and patio screens must be maintained in good repair. Screen doors must be kept closed when not in use to ensure walkways are unobstructed.

Each unit has been assigned one storage locker on the first floor. Management shall not be responsible for any loss or damage to the contents of those lockers or to their locks. Storage of dangerous or combustible items, including paints and aerosol cans, is strictly prohibited. No items may be stored by residents in the aisles of the storage rooms with the exception of building provided luggage and grocery carts.

2. COMMON AREAS

Common areas include all sidewalks, entrances, catwalks, elevators, lobbies, hallways, stairways, pool and area surrounding the pool, storage rooms and lawns. Common areas must not be obstructed in any way. The use of rocks or other materials to prop open doors or gates to common areas is prohibited.

In accordance with the Florida Clean Air Act of 1985, smoking is prohibited in all common areas.

Shaking rugs, mops, tablecloths, etc. from common areas is prohibited. Nothing visible from ground level may be hung on porches or catwalks. (Furniture is allowed on porches.)

Catwalks are swept by custodial help. Unit owners may not sweep catwalks, pushing debris over the edge thereof. In the event debris has accumulated on the catwalk, the unit owners must use a dustpan or similar device to pick up the debris. The debris must be placed in a container for disposal but must not be swept over the edge.

Neither owners nor renters may place any item on any common area of Condo #9 unless permission from the Board has been given.

Complimentary luggage and grocery carts are stored in each building's storage room for use by the owners. Once used, the carts must be returned to the storage room from which it came. Failure to return carts creates an inconvenience to other owners and may result in the levying of a fine by the Board.

All lawns and grounds are common areas. Owners are not permitted to plant flowers, shrubs, trees, etc., nor may existing plantings be changed in any way without written authority from the Board of Directors. The Property Manager is authorized to remove any unauthorized foliage.

Only authorized persons are permitted to operate the sprinkler system or any part thereof.

3. CONSTRUCTION AND REMODELING

Prior to the start of any construction or remodeling project, an owner must provide the Property Manager with detailed plans regarding the work to be done as well as the name and contact information of the contractor. All contractors engaged by owners must provide the building manager with license and insurance information as well as a copy of all work permits. All contractors must adhere to the rules and regulations of the condo Association regarding the days and hours they are allowed to work.

In compliance with local zoning regulations, all new hard flooring surfaces must have sound absorbing underlayment to deaden sound. Failure to adhere to this requirement will result in a fine levied by the Board of Directors as well as a directive requiring the removal of the new hard flooring and the proper re-installation of the flooring at the owner's expense.

Contractors must properly remove and dispose of all materials resulting from the demolition or renovation of any unit, including cabinets, flooring, sheetrock, doors, plumbing materials and fixtures, etc. Under no circumstances may those materials be deposited in or near the dumpster or a dumpster chute. Failure to properly remove such materials will result in management retaining outside services to dispose of said materials at the owner's expense.

4. AUTOMOBILES

All vehicles routinely parked overnight at Condominium #9 must be registered at the condo office and must display the condo registration sticker in the lower left corner of the rear window.

One parking space has been assigned by the Association for each unit. Residents must use assigned spaces.

Residents must park in assigned parking space during the “season”. Exceptions can be made during the summer months if a more convenient space becomes available and you have the permission of the space owner.

Guests must use “Guest Parking” spaces only and at all times.

Commercial vans, motor homes, trucks, boats or similar vehicles must be parked in “guest parking” spaces and may remain there only temporarily. The exception to this rule is where any owner’s or renter’s principal vehicle is a van or light truck, in which event the regularly assigned space may be used.

Open RESERVED SPACES have been provided for unit owner’s second vehicle. They are identified by unlettered “reserved” on the parking blocks. Second car parking spaces may be reserved for exclusive use by any unit owner or renter.

Vehicles wrongfully parked in spaces belonging to other unit owners/renters may be towed away at the vehicle owner’s or driver’s expense. Wrongfully parked vehicles must be reported to the condo Property Manager who will engage the service of a licensed towing agency.

“Handicap” spaces are reserved for vehicles used by persons registered with the proper department of their state. Handicap identification furnished by the state must be displayed. Parking space is a first come, first serve basis and is for temporary parking. No overnight parking in handicap spaces is allowed. Unit owners must use their assigned parking for long term parking.

Car washing shall be done exclusively in the area provided and marked for such purpose.

5. LOBBIES AND ELEVATORS

All unit owners, renters and guests must be properly attired when using the elevators. Cover-ups shall be worn over bathing suits and they should be reasonably dry. Footwear must be always worn when using elevators.

6. HOUSEKEEPING AND TRASH REMOVAL

Condo living requires consideration of your neighbors and requires that apartments are kept clean at all times. PLEASE DO NOT GIVE ANY DIRECTION TO HOUSEKEEPING.

Contact your Building Director or the Property Manager with any requests.

1. All food refuse, bones excepted, shall be disposed in the sink disposal. All other refuse must be placed in plastic bags, firmly tied and deposited in the trash chute. FAILURE TO PROPERLY DISPOSE OF TRASH ATTRACTS RATS AND VERMIN AND WILL NOT BE TOLERATED BY MANAGEMENT.
2. Recycle bins are available for use. Please rinse all cans, bottles and containers prior to placing in the bins.
3. The railings on catwalks are for safety and are not to be used for any other purpose. Hanging any item on any railing is prohibited.
4. Dumpsters are provided for the sole use of Condominium #9 residents and are to be used only for household refuse that has been properly bagged. Large items are not to be placed in the dumpster and must be disposed of privately.
5. Bulk items discarded by owners or renters, including but not limited to furniture, bedding and carpeting, will not be removed by the garbage service contracted by the Condo Association. It is the responsibility of the owner/lessee to properly remove all such items from the property and all expenses related to that removal shall be the sole responsibility of the owner/lessee. Failure to properly remove said items from the condominium property will result in the retention of outside services by the management, the cost of which will be billed to the owner.
6. It is mandatory that owners/lessees break down and flatten all cardboard boxes before depositing them in the YELLOW colored bins. Additionally, ONLY recyclable plastic, glass and aluminum items are to be placed in the BLUE colored bins. Should either recycling bin become too full to accept additional items, such items should be bagged and deposited in the garbage chute. Under no circumstances should regular garbage be deposited in either recycling bin. Likewise, under no circumstances should trash or trash bags be left on the ground floor area near the stairwell.

7. NOISE

Disturbing noises are prohibited. The unit owner shall not permit or obstruct or interfere in the rights of other unit owners or annoy them by unreasonable noises or otherwise, nor shall the unit owner commit or permit any nuisance in or about the Condominium property. The playing of musical instruments, TV's, loud music and radios must not disturb other occupants. Professional music instruction may not be conducted at any time.

8. POOL

1. The swimming pool may be used only from Dawn to Dusk.
2. Diving is prohibited.
3. Persons with communicable diseases may not use the pool.
4. No bandages or open wounds allowed in the pool.
5. Food or beverages are not permitted in the pool unless the beverage is in a plastic or aluminum container.
6. No private parties can be held at the pool.
7. Running and ball playing, excess splashing or horseplay is prohibited.
8. No children in diapers will be permitted in the pool. All children under the age of 12 must be supervised by an adult when using the pool.
9. Chairs and lounges must be covered with appropriate coverings when suntan lotions are used.
10. Upon leaving the pool area, chairs must be returned to their original locations and umbrellas must be closed and tied for common safety.
11. Music may be played in the pool area for personal entertainment only using headphones or earpieces.
12. Smoking, to include vaping is not permitted in the pool area.
13. No animals are allowed in the pool.

9. ROOFS

Only authorized personnel may access the roofs. The Property Manager must be contacted when an HVAC contractor requires roof access for inspection or replacement.

10. WORKING PERSONNEL

The condominium does not directly employ any workers. Any persons working in, and around common areas are employed by others.

Unit owners, renters or guests may not direct, supervise or in any manner interfere with the work being performed by contracted workers. Any complaints, etc. must be made to the Property Manager only.

11. SIGNS AND ADVERTISEMENTS

No signs, advertisements, notices, etc. may be displayed outside of an apartment or in apartment windows or on common elements. All notices for bulletin boards must be approved by the Building Director before being displayed.

12. SOLICITATIONS

No door- to-door solicitation is permitted without prior approval by the Board of Directors.

13. ANIMALS

PETS ARE NOT PERMITTED IN CONDOMINIUM #9. However, ESA (Emotional Support Animals) when the necessary support documents have been filed with the office are exempt from this rule. Documentation must accompany Application for Purchase or Application for Lease. A fee of \$100.00 per animal will be fined for each day of non-compliance. It is the responsibility of the owner of an approved ESA dog to pick up any droppings, along with the proper disposal thereof. Further, all animals must be on leash when taken outside the unit.

Should a request for reasonable accommodation to the animal restriction be granted, the Association reserves the right, pursuant to Florida law, to withdraw approval at any time should the emotional support/service animal become a nuisance to others. Nuisance animal behavior includes, but is not limited to barking, walking the dog in prohibited areas, failure to comply with all state and local ordinances and statutes, not maintaining the animal on a leash at all times when outside of unit, insect/extermination problems, and sanitation/odor problems. Additionally, the approval of the animal may be withdrawn if the requesting party is no longer disabled/handicapped. Further, the applicant/owner is required to provide the following: updated medical information concerning his/her disability/handicap if the handicap is not permanent; current and annual vaccination, immunization and veterinarian records for the animal; and to maintain an identification tag on the animal. Failure to comply with any of these requirements is grounds to withdraw the approval of the animal. The owner is solely responsible for any and all damage caused by the animal, whether to person or property.

Pet-sitting by residents of Condominium #9 is not allowed, nor are guests allowed to have pets on the property without proper ESA documentation.

14. SALES AND LEASES

1. **Owners cannot rent or lease any unit for the first two years of ownership.**
2. **No sub-leasing of individual rooms are allowed and no transient tenants may be accommodated.**
3. All rentals or sales must be approved by the Board of Directors.
4. Unit owners are responsible for ensuring that tenants are aware of and compliant with the Rules and Regulations of the Association. Owners will be held fully responsible for any violation of the rules and regulations by tenants and for any damage done by tenants to the Association property.
5. All applications for sale must be made on forms furnished by the Board of Directors.
6. A fee of \$150.00 and a copy of the sales contract or lease must accompany each initial

application for sale or lease.

7. A security deposit of \$1,000.00 is required of the unit owner before approvals granted for any lease and will be refundable at termination of the lease, provide no damage to the common area was done by the tenant.
8. Prior to approval by the Board of Directors, a personal interview with the proposed purchaser or lessee must be conducted by the Real Estate Committee. If the request is approved, a copy of these Rules and Regulations will be presented to the proposed purchaser or lessee.
9. Units may be sold or leased only to a single-family unit as defined by the Fair Housing Authority. Only one family may occupy an apartment, existing occupancies accepted.
10. Unit may be rented only one time in a 12-month period for no less than three months at a time. Only the lessee or lessee's guest is permitted to occupy the unit for the term of the lease.
11. The owner of a leased apartment shall be responsible for any infraction of the rules and regulations and for any damage to the common areas committed by the lessee, guests or any occupant of the unit.
12. All leases falling within the parameters of the Florida Hotel Law will be reported to the state when requested by the state. Any tax assessed under this law is the obligation of the unit owner.

15. GUESTS

Each owner of a unit is responsible for all actions of guests or family members and must advise them of these Rules and Regulations.

Family members or guests must be 18 years of age or older unless accompanied by an adult relative over the age of 18. Family members or guests may be accompanied by their children.

16. MAINTENANCE FEES AND ASSESSMENTS

Maintenance fees and assessments must be paid on or before the 15th day of the month in which they are due. The Treasurer will mail a reminder letter after that date. In the event of non-payment by the last day of the month in which they are due, a default notice will be sent to the condo's attorney for collection and further action. All legal fees and costs of the collection will be borne by and the obligation of the unit owner.

In the event payment is made more than 15 days after the due date, a late fee of \$25.00 per month plus interest at the rate of 18% per annum will be assessed until paid. If a late fee is imposed, the Board of Directors may require that all remaining fees of the current year be accelerated and shall be due immediately and in full.

No lease shall be approved if any maintenance fee or special assessment has not been paid.

17. COMMON AREA CONDO KEYS

By a by-law approved and adopted by the Board of Directors, keys to common area doors (doors accessing the ground floor lobbies) will be issued on the following basis:

Each unit is entitled to only two keys to the common area doors of the owner's building, whether there is more than one owner of the unit.

In the event that a key has been lost, such loss must be reported to the Property Manager or the Secretary at once. There will be a \$100.00 charge for the replacement of the lost key. If the loss is due to a robbery, such loss must be reported to the Property Manager or Secretary at once and a new key will be issued for the actual cost of the key upon receipt of a proper police report. **KEEP IN MIND THAT THE LOSS OF FRONT DOOR KEYS JEOPARDIZES THE SECURITY OF ALL INDIVIDUALS IN THE BUILDING.**

By amendment approved by the Board of Directors, December 23, 1994, it is provided that:

1. In the event that a hardship is created by a unit owner being restricted to having only two keys, the Property Manager is empowered to issue a "borrow key" upon application by a unit owner or approved lessee for the use of a guest or family member residing with the unit owner for the duration of such visit.
2. The "borrow key" may be used as long as required but must be returned to the Property Manager promptly upon departure of the guest or family member. Failure to do so will result in a \$100 fine.

18. INSURANCE

Individual unit owners are responsible for insuring the value of wall and floor coverings, as well as customized fixtures and other personal property within the unit. Lessees are responsible for insuring all personal property within units.

19. COMPLAINTS

Any complaints and/or problems must be directed to the Building Director or to the Property Manager. No owner, renter or guest is authorized to reprimand or give an order to any other owner, renter or guest or to interfere with the working personnel. Please note: Condominium #9 Association does not have any paid workers of any nature. Custodial help is contracted for with a service organization.

Unless there is an immediate, life-threatening emergency, unit owners should address an email, letter or fax specifying the complaint, date and approximate time to the Property Manager or Building Director.

20. BICYCLES

All bikes in the bike rooms must be identified by name and unit number. Failure to do so will result in your bike being removed from the bike room and donated to a charitable organization.

BOCA TEECA CONDOMINIUM NO. 9, INC.

SCHEDULE OF FEES

***Payments are to be made in the form of cashiers check or money order only.**

Made payable to Boca Teeca No. 9

- Document fee for Declaration, By-Laws and information packet... ..\$100
- Move-In (refundable) *ground level units are exempt of charge* \$200
- Move-Out (refundable) *ground level units are exempt of charge*\$200
- Security deposit for leased unit (refunded upon termination of lease..... \$1,000
- Security key (common area) replacement or additional... .. \$100

Made payable to GRS Community Management

Sale or Lease application... ..\$150