

**Rules and Regulations**  
**Bahia Del Mar 7 Condominium**

**BAHIA DEL MAR 7 CONDOMINIUM  
ASSOCIATION, INC.**

**RULES AND REGULATIONS**

This section contains:

- The Rules and Regulations of the Association as adopted by the Board of Directors.

March 26, 2004

Dear Bahia Del Mar 7 Unit Owner,



The Bahia Del Mar 7 Board of Directors adopted the attached rules for condominium application fees effective May 1, 2004. Our new condominium application fee is \$100.00 per rental.

The new enforcement measures are necessary due to the number of owners who rent privately, circumventing the parking application fee. There are three very important reasons why the attached rules must be enforced:

- The State requires the Association and its registered agent (Resource Property Management) know who is occupying each unit at all times.
- The condominium application fee is necessary to help cover the extra maintenance costs due to frequent rentals.
- The condominium application fee revenue is required to subsidize your budget and help keep your Association dues as low as possible.

In accordance with the attached Rules, enclosed you will also find a new "Family Registration Form." This form must list only immediate family members of the owner or owners ie:

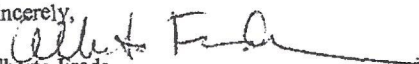
- Owner's Mother, Father, Siblings, Children and Grandchildren.

Complete and return this form to Resource Property Management by May 1, 2004. This form will remain at Resource Property Management. It is your responsibility to notify Resource of any additions, deletions or revisions. If you do not have one on file, then anyone staying in your unit will be subject to the attached Rules and fees with no exceptions.

Please take the time to read and complete this form and return to Resource Property Management. It is important for all owners to understand that it is their sole responsibility to keep the information current in order to avoid parking fines and possible towing.

On Behalf of The Board of Directors,

Sincerely,

  
Alberto Freda  
Authorized Agent

Accredited Association Management Co. (AAMC) – Website-www.resourcepropertymgmt.com

5901 Sun Blvd., Suite 200  
St. Petersburg, FL 33715  
727-864-0004

7300 Park Street  
Seminole, FL 33777  
727-581-2662  
727-581-2119

## Bahia Del Mar #7 Parking Rules

May 1, 2004

### Reserved Parking:

All vehicles parked in reserved spaces must have either an owner's sticker or a Resource Property Management (RPM) issued parking pass. Vehicles without either of these will be ticketed by security and if ticketed on two (2) consecutive days the vehicle will be towed at the time of the third violation. Please note that overnight guest's vehicles must also have a parking pass. Unit owners who fail to complete the required application and pay the \$100.00 fee are subject to fines of \$100.00 per day until the application fee is paid.

### Guest Parking:

All vehicles parked overnight in guest spaces must have an owner's sticker or a RPM parking pass. Vehicles without either of these will be ticketed for two (2) consecutive days and issued a Towing notice, effective on the third day. If by the third day, the vehicle owner cannot be identified, the vehicle will be towed and stored at the vehicle owner's expense pursuant to Florida statute.

### Exceptions:

- a) The immediate family of the owner(s), (mother, father, owners' siblings, children and grandchildren) are not subject to the application fee, but they must display a parking pass. It is the owner's responsibility to provide RPM with the names of the immediate family members eligible to use the condominium. In addition, the owner must notify RPM that he is requesting a parking permit for an immediate family member.
- b) Guests of the owner, staying when the owner is present, must have a parking pass, but are not subject to the application fee.

- c) For those who arrive after working hours or on weekends, Security will issue a temporary (RED) parking pass. Temporary only to the next business day, at which time the condo owner or renter must pay the required application fee and obtain a parking pass from RPM
- d) It is the responsibility of the owner to ensure that his overnight guest has a temporary (RED) parking pass.

**Parking Pass Procedure:**

Parking passes are processed by RPM and issued to renters. Overnight guest passes will be issued by security guards. Realtors and rental agents are to expedite rental applications to RPM to avoid delays in issuing parking passes.

**Bahia Del Mar Condominium Association # 7 of St. Pete  
Family Registration Form**

**Address Label:**

**The following persons listed are members of my immediate family and are to be granted occupancy of my unit without the \$100.00 application fee. I understand that the persons listed below are to be limited to the owner(s) parents, siblings, children and grandchildren.**

<b>NAME</b>	<b>ADDRESS</b>	<b>RELATION</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Date: \_\_\_\_\_ Unit Owners Signature: \_\_\_\_\_**

**\*Please Note:  
Maximum individuals occupying any unit cannot exceed six, including infants.**

BAHIA DEL MAR CONDOMINIUM ASSOCIATION 7  
OF ST. PETERSBURG, INC.

RULES AND REGULATIONS

THE FOLLOWING RULES AND REGULATIONS ARE FOR GUIDANCE IN THE USE, ENJOYMENT, MAINTENANCE AND APPEARANCE OF THE CONDOMINIUM PROPERTY AND ANY ADDITIONAL LAND OR RECREATIONAL FACILITIES SUBJECT TO CONDOMINIUM ASSOCIATIONS JURISDICTION AND SUPERSEDE ANY AND ALL PRIOR RULES AND REGULATIONS.

THE BOARD OF DIRECTORS RESERVES THE RIGHT TO CHANGE OR REVOKE EXISTING RULES AND REGULATIONS AND TO MAKE SUCH FURTHER RULES AND REGULATIONS AS IT DEEMS ADVISABLE.

1. UNITS SHALL BE USED ONLY FOR RESIDENTIAL PURPOSES. NO BUSINESS SHALL BE CONDUCTED IN ANY UNIT.
2. NO UNIT SHALL BE OCCUPIED AT THE SAME TIME BY MORE THAN ONE (1) SINGLE FAMILY, ITS SERVANTS AND GUESTS, WITHOUT THE PRIOR PERMISSION OF THE BOARD OF DIRECTORS. "SINGLE FAMILY" IS DEFINED AS TWO OR MORE RELATED OR UNRELATED PERSONS OCCUPYING A UNIT AND MAINTAINING A COMMON HOUSEHOLD. NO UNIT MAY BE DIVIDED OR SUBDIVIDED INTO A SMALLER UNIT NOR MAY ANY PORTION THEREOF BE SOLD OR OTHERWISE TRANSFERRED. NO PERSON UNDER EIGHTEEN (18) YEARS OF AGE SHALL OCCUPY A UNIT UNLESS A RESPONSIBLE ADULT IS IN RESIDENCE.
3. OCCUPANCY SHALL BE LIMITED TO TWO PERSONS FOR EACH BEDROOM AND TWO ADDITIONAL PERSONS WHO MAY USE A LIVING ROOM SOFA BED ON A TEMPORARY BASIS. NOT MORE THAN SIX (6) PERSONS SHALL OCCUPY A UNIT.
4. NO NUISANCES NOR ANY USE OR PRACTICE WHICH IS THE SOURCE OF ANNOYANCE TO RESIDENTS, AS DETERMINED IN THE SOLE OPINION OF THE BOARD OF DIRECTORS OF THE CONDOMINIUM ASSOCIATION, SHALL BE ALLOWED TO EXIST ON THE CONDOMINIUM PROPERTY. ANY ANNOYANCE TO RESIDENTS WHICH INTERFERES WITH THE PEACEFUL POSSESSION OF THE PROPERTY BY ITS RESIDENTS IS PROHIBITED. ALL NOISE INCLUDING, BUT NOT LIMITED TO, TALKING, SINGING, TELEVISION, RADIO, STEREO OR MUSICAL INSTRUMENTS SHALL BE KEPT AT SUCH VOLUME LEVELS THAT SAID NOISE IS NOT AUDIBLE OUTSIDE THE BOUNDARIES OF THE UNIT FROM WHICH IT ORIGINATES.
5. NO OFFENSIVE, IMMORAL, IMPROPER, OR UNLAWFUL USE SHALL BE MADE OF THE CONDOMINIUM PROPERTY, AND ALL VALID LAWS, ZONING ORDINANCES AND REGULATIONS OF ALL GOVERNMENTAL BODIES HAVING JURISDICTION SHALL BE OBSERVED. THE RESPONSIBILITY OF MEETING THE REQUIREMENTS OF GOVERNMENTAL BODIES FOR MAINTENANCE, REPLACEMENT, MODIFICATION OR REPAIR OF CERTAIN PORTIONS OF THE CONDOMINIUM PROPERTY SHALL BE THE SAME AS THE RESPONSIBILITY FOR THE MAINTENANCE AND REPAIR OF

THE PROPERTY CONCERNED.

6. THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SHALL NOT BE OBSTRUCTED, LITTERED, DEFACED OR MISUSED IN ANY MANNER. THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SHALL BE USED ONLY FOR THE PURPOSE FOR WHICH THEY ARE INTENDED.
7. NO UNIT OWNER SHALL PERMIT ANY USE OF HIS UNIT OR MAKE ANY USE OF THE COMMON ELEMENTS OR THE COMMON AREAS THAT WILL INCREASE THE COST OF INSURANCE ON THE CONDOMINIUM PROPERTY OF THE COMMON AREAS.
8. NO "FOR SALE" OR "FOR RENT" SIGNS OR OTHER DISPLAYS OR ADVERTISING SHALL BE MAINTAINED ON ANY PART OF THE CONDOMINIUM ELEMENTS, LIMITED COMMON ELEMENTS, OR UNITS, EXCEPT FOR SPACES SPECIFICALLY PROVIDED FOR SUCH SIGNS AND SHALL BE DESIGNATED BY THE CONDOMINIUM ASSOCIATION.
9. ALL DRYING OR HANGING OF CLOTHES, TOWELS OR OTHER UNSIGHTLY OBJECTS BY LINE, RACK OR OTHERWISE, WHICH IS VISIBLE OUTSIDE THE UNIT, SHALL BE PROHIBITED.
10. NO EXTERIOR ANTENNA OR AERIALS OF ANY TYPE SHALL BE ERECTED.
11. ALL GARBAGE MUST BE PROPERLY BAGGED, SEALED AND PLACED INSIDE THE DUMPSTERS PROVIDED ON THE CONDOMINIUM GROUNDS. THE DUMPSTER LIDS AND THE DOOR OF THE BIN OPENING TO THE DUMPSTERS MUST BE KEPT CLOSED AT ALL TIMES.
12. THE COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND ALL COMMON AREAS SHALL AT ALL TIMES BE KEPT IN A CLEAN AND SANITARY CONDITION.
13. NO REFLECTIVE FILM OR OTHER TYPE OF WINDOW TREATMENT SHALL BE INSTALLED WITHOUT THE PRIOR WRITTEN CONSENT OF THE BOARD.
14. NO UNIT OWNER SHALL MAKE ANY ALTERATIONS OR ADDITIONS TO THE CONDOMINIUM PROPERTY.
15. UNIT OWNERS SHALL NOT INSTALL SCREENS, JALOUSIES OR OTHER ENCLOSURES ON BALCONIES, PATIOS, DECKS, OR OTHER PARTS OF THE BUILDING WITHOUT THE PRIOR WRITTEN CONSENT OF THE BOARD.
16. NO ROLLER SKATES OR SKATEBOARDS ARE PERMITTED ANYWHERE ON THE PREMISES. HALLWAYS, STAIRWELLS, PARKING AREA AND GOLF COURSE ARE NOT PLAYGROUNDS FOR CHILDREN.
17. BICYCLES SHALL BE PARKED OR STORED ONLY IN RACKS PROVIDED, OR IN THE OWNERS UNIT. STORING ON BALCONIES OR ENTRYWAYS IS PROHIBITED.
18. FEEDING OF BIRDS IS NOT PERMITTED ANYWHERE ON THE PREMISES.
19. A UNIT OWNER SHALL HAVE THE RIGHT TO KEEP A DOG OR CAT IN HIS UNIT PROVIDED THE ANIMAL DOES NOT WEIGHT IN EXCESS OF TWENTY (20) POUNDS. EACH UNIT SHALL BE LIMITED TO ONE (1) SUCH PET ONLY. PETS



MUST BE LEASHED AND RESTRAINED AND THEIR EXCREMENT PICKED UP. A UNIT OWNER SHALL BE RESPONSIBLE FOR ALL VIOLATIONS OF THIS RULE BY GUESTS, LESSEES OR RENTERS OF HIS/HER UNIT AND SAID UNIT OWNER SHALL BE SUBJECT TO SUCH FINES OR PENALTIES AS THE CONDOMINIUM ASSOCIATION MAY LEGALLY IMPOSE FOR EACH VIOLATION. ANY VIOLATION IF THE RULES GOVERNING THE RIGHT TO HAVE PETS MAY RESULT IN A REVOCATION OF THE RIGHT TO KEEP THE PET, GUESTS, LESSEES AND RENTERS ARE NOT PERMITTED TO HAVE PETS.

20. UPON ENTERING INTO A LEASE AGREEMENT, THE UNIT OWNER WAIVES IN FAVOR OF THE TENANT ANY RIGHT TO USE THE RECREATIONAL FACILITIES OF THE CONDOMINIUM. A TENANT OF ANY UNIT OWNER OR OF THE DEVELOPER SHALL HAVE THE SAME RIGHT TO USE SAID RECREATIONAL FACILITIES AS THE OWNER OF SAID UNIT HAD; AND SAID TENANT SHALL BE BOUND BY THE SAME RESTRICTIONS, COVENANTS, CONDITIONS, RULES AND REGULATIONS, AS THE UNIT OWNER, UPON TERMINATION OF THE LEASE, THE UNIT OWNER SHALL RESUME NORMAL RECREATIONAL FACILITY USE PRIVILEGES.

21. OWNERS, LESSEES AND RENTERS SHALL USE THE PARKING SPACES SPECIFICALLY ASSIGNED TO THE OWNERS UNIT. ONLY ONE (1) PARKING SPACE PER UNIT SHALL BE ASSIGNED. ANY VEHICLE WHICH AN OWNER MAINTAINS ON THE PROPERTY ON A PERMANENT BASIS MUST BE PARKED IN THE OWNER'S ASSIGNED SPACE.

PARKING IS ASSIGNED. UNASSIGNED, OR GUEST SPACES SHALL BE LIMITED TO PRIVATE PASSENGER AUTOMOBILES, STATION WAGONS, PASSENGER VANS AND TRUCKS UNDER A ONE (1) TON WEIGHT.

MOTORCYCLES, MOPEDS, GOLF CARTS (EXCEPTING SECURITY PATROLS), CAMPERS, BOAT OR OTHER TRAILERS, MOTORHOMES, OTHER RECREATIONAL VEHICLES, AND TRUCKS OVER ONE (1) TON AND ALL OTHER VEHICLES AND OTHER OBJECTS NOT SPECIFICALLY AUTHORIZED THEREIN SHALL NOT BE PERMITTED TO PARK ON CONDOMINIUM PROPERTY OR THE COMMON AREAS UNLESS THE CONDOMINIUM ASSOCIATION GIVES IT PRIOR WRITTEN CONSENT. THIS PROHIBITION ON PARKING SHALL NOT APPLY TO TEMPORARY PARKING SUCH AS PICKUP, DELIVERY, AND OTHER COMMERCIAL SERVICES AS MAY BE NECESSARY TO EFFECTUATE DELIVERIES TO THE CONDOMINIUM. THE ASSOCIATION, UNIT OWNERS AND RELATIVES.

ALL VEHICLES ARE PROHIBITED FROM BACKING INTO PARKING SPACES.

22. ONLY ELECTRIC GRILLS ARE PERMITTED--NO GAS OR PROPANE GRILLS SHALL BE ALLOWED.

23. IN ORDER TO MAINTAIN UNIFORMITY IN THE EXTERIOR WINDOW APPEARANCE OF INTERIOR UNITS AND BUILDINGS IN THE CONDOMINIUM, ANY DRAPES, CURTAINS, BLINDS, SHADES OR OTHER WINDOW COVERINGS OF ANY TYPE OR KIND PLACED OR INSTALLED IN ANY AND ALL EXTERIOR WINDOWS OF ANY UNIT SHALL HAVE A WHITE COLORED SURFACE OR DRAPE LINING FACING THE OUTSIDE.

24. ALL MAJOR REPAIRS TO ANY PLUMBING OR TO ELECTRICAL WIRING WITHIN A UNIT SHALL BE MADE BY PLUMBERS OR ELECTRICIANS AUTHORIZED AND LICENSED TO DO SUCH WORK BY PROPER GOVERNMENT AUTHORITIES.

25. THE SPEED LIMIT ON ALL ASSOCIATION AREA ROADS IS 15 MPH.

26. POOL AREA RULES

THE POOL RULES POSED IN THE POOL AREA AND CABANA WILL BE ENFORCES.

CHILDREN OF DIAPER AGE ARE NOT PERMITTED IN THE POOL OR SPA.

TUBES, RAFTS, FACE MASKS, FLIPPERS, BALLS OR OTHER PLAY ITEMS ARE NOT ALLOWED IN OR AROUND THE POOL AREA.

I.D. TAGS ARE REQUIRED TO BE WORN IN A VISIBLE MANNER.

ALL PERSONS ARE REQUIRED TO REMOVE SAND AND LOTIONS BEFORE ENTERING THE POOL OR THERMAL AREA. ALL PERSONS MUST SHOWER AT THE POOL IMMEDIATELY BEFORE ENTERING THE POOL.

CHILDREN UNDER FOURTEEN (14) YEARS OF AGE ARE NOT ALLOWED IN THE THERMAL POOL.

CHILDREN UNDER TWELVE (12) YEARS OF AGE MUST BE ACCOMPANIED BY AN ADULT AT ALL TIMES. WATER WINGS OR OTHER SAFETY FLOATATION DEVICES MAY BE WORN BY SUCH CHILDREN IN THE POOL.

NO FOOD IS PERMITTED IN THE POOL OR POOL AREA.

NO GLASS IS PERMITTED IN THE POOL OR POOL AREA.

POOL FURNITURE MAY NOT BE RESERVED OR REMOVED FROM THE POOL AREA.

NO PETS ARE ALLOWED IN OR NEAR POOL OR POOL AREA, INCLUDING THE ADJACENT GRASSY AREAS.

BATHING SUITS MUST BE WORN IN THE POOL. CUTOFFS, JEANS ETC. ARE NOT PERMITTED.

RUNNING, JUMPING, DIVING AND "HORSEPLAY"-ARE NOT PERMITTED.

EARPHONES ARE REQUIRED WHEN LISTENING TO RADIOS, CASSETTE DECKS, ETC.

27. THE CABANA RECREATION ROOM MAY BE USED BY ADULT OWNERS AND AUTHORIZED GUESTS AND RENTERS. CHILDREN UNDER 16 MUST BE SUPERVISED BY ADULTS.

WRITTEN RESERVATIONS ARE REQUIRED FROM GROUPS OF SEVEN (7) OR MORE.

USE OF THE CABANA RECREATION ROOM IS RESTRICTED TO THE HOURS OF 8 A.M. TO 11 P. M. UNLESS PRIOR WRITTEN AUTHORIZATION IS OBTAINED.

A DEPOSIT OF \$25.00 MUST BE PROVIDED TO THE ASSOCIATION BY ANY OWNER MAKING A RESERVATION FOR THE EXCLUSIVE USE OF THE CABANA

RECREATION ROOM. SUCH DEPOSIT WILL BE USED TO DEFRAY THE COST OF ANY REPAIR OR MAINTENANCE REQUIRED AS A RESULT OF THE OWNER'S USE OF THE CABANA RECREATION ROOM, NORMAL WEAR AND TEAR EXPECTED. THE UNUSED PORTION OF SUCH SECURITY DEPOSIT SHALL BE RETURNED WITHIN 7 DAYS OF SUCH EXCLUSIVE USE OF THE CABANA RECREATION ROOM

28. CHILDREN UNDER TWELVE (12) ARE NOT PERMITTED TO BE ON COMMON ELEMENTS AFTER DARK, WITHOUT APPROPRIATE ADULT SUPERVISION.

29. NO PERSON MAY RIDE A BICYCLE AFTER SUNSET UNLESS THAT BICYCLE IS EQUIPPED WITH A HEADLIGHT AND AT LEAST TWO (2) REFLECTORS.

ARTICLE XI. RULES AND REGULATIONS

Section 1. Purpose: The Rules and Regulations of the Association shall be a list of certain reasonable restrictions on, and requirements for, the use, maintenance, and appearance of the Condominium Property or portions thereof and any land or facilities subject to Association powers pursuant to the Declaration of Condominium. Such Rules and Regulations shall be in addition to all other requirements of the Declaration, the Declaration of Covenants and the Articles of Incorporation and Bylaws of the Association and the Homeowners' Association.

Section 2. Modification: Certain Rules and Regulations have been promulgated by the Developer and a copy thereof is on file with the Secretary of the Association. These Rules and Regulations may be modified, amended or repealed and new restrictions and requirements may be adopted from time to time by the majority vote of the Board of Directors or the membership.

Section 3. Application: Every Unit Owner, occupant, guest and invitee shall be subject to the Rules and Regulations. Copies of such Rules and Regulations, as amended from time to time, shall be furnished by the Association to all Unit Owners and occupants of any Unit on request, although the failure to furnish a copy thereof in any instance shall not affect the enforceability of any Rule or Regulation.

Section 4. Exceptions: The Board may, under special circumstances, waive or vary specific restrictions or requirements in individual cases upon a vote of two-thirds (2/3) of the entire Board. The Board may impose conditions on any waiver or variance.

ARTICLE XII. COMPLIANCE AND DEFAULT

Section 1. Violations: In the event of a violation (other than the non-payment of an Assessment or Special Assessment) by an Owner of any of the provisions of the Declaration, Bylaws, Condominium Act or Rules and Regulations, the Association, by direction of its Board, shall notify the Owner of said breach by written notice. If such violation shall continue for a period of fourteen (14) days from the date of mailing the notice, or such lesser period as may be provided by any applicable Florida or Federal Statute, the Association shall have the right to treat such violation as an intentional, material breach of the Declaration, Bylaws, Rules and Regulations or the Condominium Act and the Association shall

then, at its option, have the following elections: <sup>OR 5981 PG 1728</sup>

(a) To commence an action in equity to enforce performance on the part of the Owner; or

(b) To commence an action at law to recover its damages; or

(c) To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief; or

(d) To commence an action for any combination of (a), (b), and (c), as is permitted by law.

An Owner who is in violation of any of the provisions of the Condominium Documents shall reimburse the Association for its reasonable attorney's fees incurred in obtaining compliance with the Condominium Documents. Failure on the part of the Association to commence an action at law or in equity within sixty (60) days from the date of receipt of a written request, signed by an Owner and sent to the Board, shall authorize such Owner to bring an action in equity or suit at law relating to an alleged violation, in the manner provided for by the Condominium Act. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected by the Association immediately as an emergency matter. The cost of obtaining compliance of the Owner shall be charged to the Owner and the Association shall have the right to commence an action at law or in equity to recover its costs and damages.

Section 2. Violations (Monetary): In the event an Owner of a Condominium Parcel does not pay any sums, charges or Assessments, excluding fines, required to be paid to the Association within thirty (30) days after the due date, the Association, acting on its own behalf or through its Board of Directors, may foreclose the lien encumbering the Condominium Parcel created by non-payment of the required monies in the same fashion as mortgage liens are foreclosed. The Association shall be entitled to the appointment of a Receiver if it so requests. The Association shall have the right to bid on the Condominium Parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the Association may, on its own behalf or through its Board of Directors, bring suit to recover a money judgment for any sums, charges, Assessments or acceleration of Assessments required to be paid to the Association without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the Association against a Unit Owner, the defendant, if it does not prevail, shall pay the costs thereof, together with reasonable attorney's fees.

If an action for foreclosure is brought against the Unit Owner for non-payment of monies due the Association and, as a result thereof, the interest of said Unit Owner in and to the Condominium Parcel is sold, then at the time of such sale, the Unit Owner's membership in the Association shall be cancelled and membership shall be issued to the purchaser at the foreclosure sale.

If the Association becomes the Owner of a Condominium Parcel by reason of foreclosure, it shall offer said Condominium Parcel for sale and at such time as a sale is consummated it shall deduct from such proceeds all money due it for any sums, charges, Assessments or acceleration of Assessments, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the Condominium Parcel, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the subject Condominium Parcel. All monies remaining after deducting the foregoing items of expenses shall be returned to the former Unit Owner of the subject Condominium Parcel.

Section 3. Negligence or Carelessness of a Unit Owner: All Unit Owners shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by the negligence of any member of his family, his or their guests, pets, employees, agents, licensees, or lessees. Such liability shall be limited to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Condominium Parcel. However, nothing contained herein shall be construed as modifying any waiver by an insurance company as to its rights of subrogation. The cost of any maintenance, repair or replacement performed pursuant to this Section shall be the responsibility of said Unit Owner as a specific item. In the event the Unit Owner does not perform the necessary maintenance, repair or replacement, the Association shall have the right to perform the necessary work and commence an action at law or in equity to recover its costs and damages.

Section 4. Costs and Attorney's Fees: The Unit Owner shall be liable for all costs, expenses and reasonable attorney's fees incurred by the Association to enforce the terms of the Condominium Act, the Condominium Documents or the Rules and Regulations adopted pursuant thereto. Such costs, fees and expenses may be collected as provided by Florida Statute or common law.

Section 5. No Waiver of Rights: The failure of the Association or a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

Section 6. Election of Remedies: All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be granted by the Condominium Documents.

Section 7. Arbitration: Any internal dispute arising from the operation of the Condominium among Unit Owners, the Association, their agents and assigns, may be submitted to voluntary binding arbitration by the Division of Florida Land Sales, Condominiums & Mobile Homes of the Department of Business Regulation pursuant to the rules and regulations promulgated thereby. The decision of arbitration shall be final; however, such decision shall not be deemed final agency action. Nothing in this provision shall be construed to foreclose the parties from proceeding in a trial *de novo*, and if such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence. Any party may seek enforcement of the final decision of the arbitrator in a court of competent jurisdiction.

Section 8. General: Each owner of a Condominium Parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other equally adequate legal procedures. It is the intent of all Unit Owners to give to the Corporation a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from Unit Owners and to preserve each other's right to enjoy his Condominium Parcel free from unreasonable restraint and nuisance.

#### ARTICLE XIII. INSURANCE AND BONDING

The insurance, other than title insurance, which shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

Section 1. Liability Insurance: The Board shall obtain and maintain public liability insurance covering all of the Common Elements, including the Limited Common Elements, and insuring the Association and the Unit Owners, as their interests appear, in such amount as the Board may determine from time to time, in its sole discretion. Said insurance shall include, but not be limited to, legal liability, hired automobile, non-owned automobile and off-premises employee coverages. All liability insurance shall contain a cross-liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

Section 2. Casualty Insurance: The Association shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as may be determined annually by the Board of Directors. The Unit Owners shall be named as additional insureds under said policy. Such coverage shall not include floor coverings, wall coverings or ceiling coverings located within the Units.

Section 3. Workmen's Compensation: The Association shall obtain Workmen's Compensation insurance to meet the requirements of law.

Section 4. Flood Insurance: Flood insurance shall be carried if required by Institutional Mortgagees, or at the election of the Association.

Section 5. Fidelity Insurance: Fidelity insurance coverage shall be carried covering all persons who control or disburse funds of the Association, if any, in the principal sum of not less than \$10,000.00 for each such person, unless such coverage is otherwise provided by contract between the Association and an independent management company.

Section 6. Such Other Insurance: The Association shall obtain such other insurance coverage as the Board of Directors shall determine from time to time.

Section 7. Insurance Premiums: Premiums for all insurance coverage obtained by the Association, and other expenses in connection with such insurance, shall be paid by the Association and charged as a Common Expense. All such insurance shall be placed with insurance companies authorized to do business in the State of Florida.

#### ARTICLE XIV. BOOKS AND RECORDS

Section 1. Fiscal Year: The fiscal year of the



Association shall end on the last day of December in each year. The Board is expressly authorized to change this fiscal year by resolution at any time for the convenience of the Association.

Section 2. Books and Records: The official records of the Association shall be maintained in Pinellas County, Florida, which records shall be open to inspection by any member, or authorized representative, of the Association upon request during normal business hours. The right to inspect Association records includes the right to make or obtain copies, at the expense of the Association member. The Association shall maintain the following:

- (a) A copy of the plans, permits and warranties, as applicable.
- (b) A photocopy of the recorded Declaration of Condominium, and any amendments thereto.
- (c) A photocopy of the recorded By-Laws of the Association, and any amendments thereto.
- (d) A certified copy of the Articles of Incorporation of the Association, and any amendments thereto.
- (e) A copy of the current Rules and Regulations of the Association.
- (f) The Minute Book containing the minutes of all meetings of the Association, Board of Directors and Unit Owners, which minutes shall be maintained for a period of not less than seven (7) years.
- (g) A current roster of all Unit Owners with their mailing addresses, unit identifications, voting certifications and, if known, telephone numbers.
- (h) All current insurance policies of the Association.
- (i) A current copy of any Management Agreement, lease or other contract to which the Association is a party or under which the Association or Unit Owners have an obligation or responsibility.
- (j) Bills of sale or transfer for all property owned by the Association.
- (k) Accounting records for the Association prepared in accordance with good accounting practices. The accounting records shall be maintained for a period of not less than seven (7) years and shall include, but are not limited to:

(i) Accurate, itemized and detailed records of all receipts and expenditures;

(ii) A current account and a statement not less frequently than quarterly for each Condominium Parcel designating the name of the Unit Owner, the due date and the amount of each assessment, the amount paid upon account and the balance due;

(iii) All audits, reviews, accounting statements and financial reports, if applicable; and

(iv) All bids and contracts for work to be performed.

(l) Ballots, sign-in sheets, voting proxies and all other papers relating to elections, all of which shall be maintained for a period not less than one (1) year from date of the respective meeting.

(m) If applicable, all rental records when the Association is acting as rental agent for the Condominium Units.

#### ARTICLE XV. EMINENT DOMAIN

The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with any condemning authority for acquisition of the Common Elements, or part thereof. In the event of a taking or acquisition of all or part of the Common Elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association for the use and benefit of the Unit Owners and their Mortgagees as their interest may appear. Any such taking or acquisition shall be deemed to be a loss and any award payable as a result of such taking or acquisition shall be distributed in the same proportion as the respective percentage of undivided interest in the Common Elements owned by each Unit Owner.

#### ARTICLE XVI. LIABILITIES

Section 1. Termination of Membership: The termination of membership in the Association shall not relieve or release any former Owner or Member from any liability or obligation incurred under or in any way connected with the