

# MAR-LEN GARDENS

## **RULES & REGULATIONS**



Marlengardens@att.net  
16800 NE 14th Avenue, North Miami Beach, FL 33162  
Phone: 305-947-4511 Fax: 305-947-6016

<b>I.</b>	<b>Introduction.....</b>	<b>2</b>
<b>II.</b>	<b>Definitions.....</b>	<b>2</b>
<b>III.</b>	<b>Rules and Regulations .....</b>	<b>3</b>
1.	Generalities .....	3
2.	Animals .....	5
3.	Floor covering.....	8
4.	Renovations and alterations .....	8
5.	Air conditioning .....	8
6.	Garbage and recycling .....	10
7.	Laundry .....	10
8.	Parking .....	11
9.	“No parking” stanchions to be placed only in garbage pickup area. ....	11
10.	Circulation.....	12
11.	Washing of automobiles.....	12
12.	Access keys for complex.....	12
13.	Magnetic entry card.....	12
14.	Transfer of property .....	12
15.	Occupancy .....	13
16.	Nurse, live-in aide .....	13
17.	Satellite dish .....	13
18.	Recreation areas .....	14
19.	Fitness area.....	15
20.	Pool area.....	15
<b>IV.</b>	<b>Provisions related to rental and occupancy.....</b>	<b>16</b>
<b>V.</b>	<b>Imposing fines.....</b>	<b>18</b>

# **Rules and Regulations**

## **(as revised February 16th, 2015)**

### **I. Introduction**

All rules and regulations have been established for the best interest of all shareholders, renters and guests residing in Mar-Len Gardens, providing for their maximum comfort, convenience and security.

Accordingly, it is absolutely imperative that no apartment or part thereof be used as a hotel room, transient apartment, motel or for any other purpose whatsoever, except as the personal resident of the owner and his/her immediate family, or his/her renters and their immediate family.

Any violation or breach of the following **Rules and Regulations** will be properly reviewed by the Management and Building Boards who will determine whether or not said violation or breach is justified (i.e. sufficient reason for an action to be taken against the alleged violator) and shall be empowered to levy appropriate fines.

The management shall have the legal right to evict any tenant of a unit due to continued violations of these Rules and Regulations, after proper notification of such violations.

### **II. Definitions**

**Shareholder:** The owner of a share equivalent to the size of his apartment.

**Renter:** A person who rent an apartment for a period of 1 month (minimum) to 4 months (maximum)

**Guests:** Persons in residence with a shareholder or a renter for a certain period of time.

**Visitors:** Persons visiting a shareholder or a renter (no night stay)

**Building Board:** The five (5) shareholders elected for each building

**Management:** The seven (7) persons chosen from the group of the 60 peoples elected to assume the responsibilities related to the administration of the whole complex

**Tenant:** Includes shareholders, renters, guests and visitors where applicable

### **III. Rules and Regulations**

#### **1. Generalities**

- 1.1 Sidewalks, entrances, elevators, hall, corridors and stairways of the building shall not be obstructed or used for any purpose other than ingress or egress to and from apartments.

Bicycles must be parked in the racks provided

Users must return all shopping carts to the first floor.

- 1.2 No articles shall be place in any of the corridors, halls or stairways of the apartment building not shall the same be obstructed in any way.

- 1.3 Nothing shall be hung or shaken from any door, window, walk or corridor.

No Florida or patio room shall be used for drying laundry or bathing apparel.

The patio should not be used for airing bedding or mattresses.

Storage of furniture, boxes, electrical appliances, etc. is strictly forbidden.

- 1.4 The entrances, elevators, walks, halls, corridors and stairways may be decorated or furnished with the prior permission and consent of the Building Board.

- 1.5 Shareholders may plant flowers, bushes or trees around building premises and also trees and shrubs can be pruned or trimmed. These tasks can be done only after approval by the Landscaping Committee or Management.

No more than two growing plants on the patios will be permitted.

- 1.6 No one, except Management, its employees and agents, shall at any time, or for any reason, enter upon or attempt to enter upon the roof, elevators shafts, and equipment or power rooms.

- 1.7 There shall be no playing or operating any musical instrument, phonograph, radio, television, loud speaker or any other device (such as musical chimes, particularly in windy conditions) creating unreasonable noise or sound in such manner as to disturb or annoy other shareholders.

No shareholders or renters shall permit any unreasonable noise from any source whatsoever to emanate from this/her apartment unit so that it may be heard outside such apartment unit between the hours of 11pm to 9am.

Electrical or battery-operated tools must not be used before 9am or after 5pm and never on weekends and civic holidays.

- 1.8 All persons will avoid walking on the grass.
- 1.9 No cooking shall be permitted on any screened patio/porch.
- 1.10 No person shall direct, supervise, or in any manner attempt to assert any control over any of the employees. All complaints regarding service shall be made to the Building Board and, if necessary to the Management.
- 1.11 No inflammable, combustible or explosive fluid material, chemical or substance shall be kept in any apartment or building except for normal household use.
- 1.12 All door to door selling solicitation or collection is prohibited provided the same shall not apply to charitable or community solicitations conducted by a shareholder of Mar-Len Gardens, who prior to solicitation, must receive permission from the Management.

**Obituary notices** may be posted without permission of the Building Board.

- 1.13 Shareholders shall at all times be responsible for the conduct of their renters, guests and visitors.

Children shall not be permitted to play in or about the entrances, elevators, halls, corridors, and stairways nor shall their hosts permit them to engage in loud, boisterous, or unruly behavior.

- 1.14 When outside their own apartment and within the public areas of the building and grounds, all persons shall be properly attired.

Men are prohibited from going about bare-chested, except in the pool area.

- 1.15 In making available to a shareholder the services of the maintenance employee for repairs in his /her individual apartment, a moderate charge, to be determined by Management, shall be billed to such shareholder.

No shareholder shall make a claim for either loss or damage resulting directly or indirectly from the services rendered, and by utilizing such services the shareholder shall be deemed to have agreed to hold the Management, its agents and servants, and the Building Board Members from all claims and demands for loss or damage.

- 1.16 When leaving your apartment for any extended period of time, it is mandatory to remove everything from the patio in case of a windstorm. A charge of \$25 will be imposed if it becomes necessary for our maintenance department to do the removal.

A set of keys to each apartment must be left in the office at all times.

**Florida statues 719.104: RIGHT OF ACCESS TO UNITS:** “The Association has the irrevocable right of access to each unit from time to time during reasonable hours when necessary for the maintenance, repair or replacement of any structural components of the building or of any mechanical, electrical or plumbing elements necessary to prevent damage to the building or to another unit”.

- 1.17 Monthly maintenance payments are due the first of every month and are overdue after the 10<sup>th</sup>. There is a late fee of \$25 per month for any overdue payments.
- 1.18 Shareholders moving from one building to another MUST meet with and be approved by the Building Board of the other building.

## **2. Animals**

The shareholder or his/her tenant may not keep or permit to be kept on or about the premises a dog, cat, birds or other pets. It is also strictly forbidden to feed stray animals or birds in or around the premises.

### **2.1 Emotional support animal (Description/Function)**

The Department of Justice describes the sole function of an **Emotional Support Animal (ESA)**, is to provide emotional support, therapeutic benefits, companionship or promote emotional well-being to an individual.

THEY ARE NOT SERVICE ANIMALS.

## **ACCEPTANCE BY THE ASSOCIATION**

The shareholder must submit his/her request in writing to the Management.

The following documents must be attached to the request:

- The animal's type, size and weight at maturity. The Association will highly scrutinize any requests to maintain animals of vicious or aggressive dispositions as emotional support animals.
- Medical documentation from a licensed professional stating the person's disability or handicap and describing what major life functions are substantially impaired is required. The physician must include a clear description of the need for an emotional service animal and describe how the animal will help the disabled person overcome the limitations.
- The owner must provide all documents required by the Miami-Dade animal control laws (Certificate injections, tag, etc.).
- The animal must be spayed or neutered.

### **Owners' responsibility and obligation**

- The animal cannot be brought to the unit before he/she gets the final approval from the management.
- The owner is responsible for cleaning up waste and proper disposal.
- Dogs must not be left alone in the unit for more than 10 consecutive hours.
- The animal must always be leashed and in the owner/handler's complete control when out of the unit.

- Each request for an emotional support animal must clearly indicate the actual need for the animal – reasonable accommodations may be predicated on certain conditions, depending on the individual situation. Emotional support animals are not traditional “pets” and therefore no playing, exercising or off-leash use of any common area is permitted.
- The animal should be walked outside the security fence surrounding the complex. You will be charged with clean-up fees if animal waste is left on the property. You will be charged for expenses incurred by the Association for any repairs to the property (including lawns and landscaping) resulting from the animal.
- For the comfort and consideration of the remaining residents, please use the closest entry/exit gate when entering or exiting the complex with the animal.
- Do not leave the animal unattended on the balcony or patio or in your vehicle at any time.
- The animal cannot become a nuisance or threat to the other residents. If the animal becomes a nuisance (e.g. noise, barking, smell, lunging, jumping or threatening residents, etc.) the Association will take appropriate action which may include, after failure on the part of the owner to remedy any nuisance, revoking permission for that particular emotional support animal.
- Management may request (and is entitled to) proof periodically (no more than 1x per each 12 months) of the continuing need for the accommodation.

## 2.2 Service Animal

Description: the ADA (American with Disabilities Act) defines a service animal as any guide dog, signal dog or other animal individually trained to provide assistance to an individual with a disability.

**A shareholder may own a service animal if the following conditions are met and subsequently approved by Management.**

- A licensed medical professional must provide medical documentation stating the disability or handicap of the shareholder.
- The physician must also state that the disability involves a substantial impairment in one or more of life's major functions.
- In addition, the physician must explain how the animal requested will overcome or deal with the substantial impairment of a life function.
- The service animal cannot become a nuisance or threat to the other unit owners. No dog allowed of a vicious or aggressive disposition.
- The owner is responsible for cleaning up waste and proper disposal. Must not be dropped down trash chutes unless securely bagged.
- The ownership of a service animal must meet Miami-Dade animal control law (certificates-injections-tags, etc.).
- Dogs must be spayed or neutered.
- The owner must meet his service animal special needs without jeopardizing the quality of life of the other unit owners.

***IF THE SERVICE ANIMAL ULTIMATELY BECOMES A NUISNACE, THE MANAGEMENT COULD DEMAND ITS REMOVAL FROM THE PREMISES.***



### **3. Renovations and alterations**

- 3.1 All persons are specifically cautioned that their right to make any addition, change, alteration, or decoration which will in any way affect the exterior appearance of any portion of the apartment building or premises thereof, is subject to the provisions of the By-Laws and the underlying lease.
- 3.2 No shareholder shall make any additions or alterations to the walls within the unit before the building board grants a written permission.
- 3.3 Installation of temporary shutters is permitted only after approval by Management as to the type, style and color.
- 3.4 It is strictly forbidden to change or modify windows or exterior doors (kitchen, living room or patio) without approval by Management.
- 3.5 Before undertaking any type of renovation inside an apartment (except painting), the shareholder must fill the **Renovation Form** (available at the office) and inform his Building Board and Management as to the nature of the work to be done and obtain the final approval before execution of the said renovations.
- 3.6 No exhaust kitchen or bathroom fans connected to the ceiling is permitted. Only charcoal filter fans can be installed in kitchen.
- 3.7 No electrical maintenance or alterations within the shareholders unit is allowed to be performed except by the Mar-Len Gardens maintenance employees or any electrician certified by the State of Florida.
- 3.8 As a general rule, no maintenance supply or building products can be purchased from Mar-Len Gardens maintenance stores and installed by the shareholder or any of his agents unless permitted by Management.
- 3.9 No hand tools, power tools and other equipment belonging to Mar-Len Gardens are to be borrowed by the unit shareholders or his/her agent under any circumstance.

### **4. Floor covering**

For carpeting and other floor coverings, including the installation of proper soundproofing material under ceramic tile floors on the 2<sup>nd</sup> and 3<sup>rd</sup> floors, the soundproofing must be a minimum of 3mm and made of cork or polypropylene lathes (see Section 10.2.1 of the By-Laws).

All floors installed without respecting the above specifications must be removed at the owner's expense.

## **5. Air conditioning**

- 5.1 Central air conditioning installation, electric and plumbing work must be done in compliance with local city code and ordinances including permit requirements and must be below 85 decibels. Conventional type systems must be installed on the balcony.
- 5.2 Shareholders installing air conditioning are responsible for having a drainpipe installed plus a tray, if needed.
- 5.3 No window air conditioners are permitted at any time. Air conditioners wall units must be replaced by a wall unit and all openings repaired by owner.
- 5.4 When central air is installed, wall units must be removed and repairs to the wall must be to the satisfaction of Management and in accordance with the current building codes.
- 5.5 Permission must be obtained from Management and all work must be performed according to the building code in force. A renovation form be completed and submitted for approval by the building's board and management, including the systems' technical specification.
- 5.6 The compressor of a split-system air conditioner may be installed on the catwalk below the living room window of the unit. Except for apartments numbered; 101-102-103-112-114-115-201-202-203-212-214-215-301-302-303-312-314-315 because of their location, these apartments must install their unit on the balcony.
- 5.7 The compressor of the split-system must be mounted on brackets attached to the wall. Minimum clearance from the catwalk must be 4 inches and the front of the compressor must be within 16 inches from the wall.
- 5.8 All wiring and plumbing must be installed inside the apartment. The compressor and the electrical system disconnect only can be apparent on the outside. The electrical system disconnect must be installed within 6 inches from the compressor.
- 5.9 Mar-Len Gardens will not be held responsible for any damage caused to the units installed on the catwalk.

## **6. Garbage and recycling**

- 6.1 The drain in the garbage room must be kept clear at all times. It cannot be used to dispose of paint or any other material that is used by a tradesman or shareholder.
- The shareholder will be responsible for any clogging of the drain due to his/her negligence or due to the negligence of one of their workmen. In this case, all necessary repairs to the drain will be at the owner's expense.
- 6.2 Aluminum cans, plastic, clear glass containers, and newspapers must be separated and deposited in receptacles provided at each building. Cans and containers should be rinsed out to discourage vermin.
- 6.3 When recycle bins are full, use the garbage dumpsters.
- 6.4 All portions of the building shall be kept free and clear of rubbish, debris, construction materials and all other unsightly material.
- 6.5 All garbage, coffee grounds, and the like must be tightly wrapped and securely bagged to prevent bursting and dripping.
- 6.6 All garbage and trash must be deposited only in the facilities provided for the same. No cartons or boxes are to be dropped in the garbage chutes, but must be cut down flat and placed in the garbage bin of its own building.

**Appropriate disposal** of all furniture, bedding, construction materials and appliances is the responsibility of the shareholder. **DO NOT PUT IN GARBAGE CONTAINERS.**

If violated a fine will be imposed.

## **7. Laundry**

The laundry and drying machines are for our mutual convenience.

The washers and the dryers shall not be used for articles for which they are not intended, such as bath mats, rug, etc.

No washers or dryers is to be used for dyeing purposes.

The washing machine and the filter of the dryer must be cleaned after each use.

Laundry room hours shall be from 8am to 9pm only.

No laundry washer, dryer or garbage disposal unit are permitted in the apartment.

## 8. Parking

- There is one parking space per apartment. Any disagreement must be settled by the Building Board.
- A shareholder who is not a car owner has the right to **ONE** parking space. However, the Building Board can authorize the use of this parking space with the owner's approval.
- Automobile parking spaces shall be **used solely and exclusively** for that purpose.
- Parking spaces shall not be used for dead storage, unlicensed vehicles, commercial vehicles, motor homes, recreation vehicles, trailers, boats, jet skis or any other marine equipment or for any other purpose whatsoever than for parking operative vehicles.
- Owners of **unlicensed vehicles** will be given a first warning, after which said vehicle will be towed away at the owner's expenses.
- **Repairs** to vehicles or oil changes are not permitted.
- Parking space must be kept clean by shareholder.
- The shareholder of his/her invitee is fully responsible for any **oil leaks** occurring on his/her parking space. If the parking area surface is damaged by oil leaks, the Mar-Len Gardens maintenance personnel will repair the damage **at the owner's expense**.
- **Car covers** are not allowed.
- No shareholder or renter shall regularly use a **parking space marked Guest**.
- A parking space may not be leased except in conjunction with a lease of any apartment and a lease includes the right to a parking space assigned **only** by the Building Board.
- Shareholder may reassign his/her parking space with the approval of the Building Board.
- It is not permitted to **back into a parking space**. A fine of \$50 will be imposed after the first warning.
- Shareholders or renters should advise their guests or visitors where to park their cars, showing them where provisions have been made and **marked GUEST**.
- When purchasing a unit, parking space does not necessarily come with the purchase. Parking spaces are determined by the Building Board. If you wish to use a specific space, you must notify the Building Board in writing (first come, first served).

## 9. "Signs or Notices of NO PARKING"

No parking signs or notices may only be installed in areas used for the collection of garbage or recyclable materials.

## **10.Circulation**

All persons are cautioned to drive motor vehicles in a careful and cautious manner.

The MAXIMUM SPEED is 15mph at all times.

Horn blowing is specifically prohibited at all times.

Cars may not be driven onto the building lobby apron. Repairs to same will be the responsibility of the person causing the damage.

## **11.Washing of automobiles**

Washing of automobiles by hose is **strictly prohibited**.

## **12.Access keys for complex**

One walk-through key will be given to each shareholder. There will be a charge of \$35 to replace the key, if lost.

## **13.Magnetic gate entry card**

Only one gate entry card will be given to the shareholder who owns a car. A fee of \$35 will be charged for an additional or replacement card.

Under no circumstances, a shareholder is allowed to loan his or her entry card to visitors, guests or renters during his or her absence from the premises.

Mar-Len Gardens has the authority to cancel gate entry cards for overdue maintenance payments or for late fees for service rendered.

## **14.Transfer of property**

As a general rule, NO shareholder may purchase or own more than one unit at a time in Mar-Len Gardens.

The shareholder must be the occupant of the unit.

Buyer must close within 30 days after the Orientation, unless otherwise agreed between the buyer and seller.

The buyer cannot occupy the unit until fully paid for and accepted by the Building Board.

Notwithstanding the general rule, the shareholder who wants to buy another apartment is subjected to the following conditions:

- The “ORIGINAL” apartment has to be registered in order to buy another apartment.
- Only an apartment (“original” or “new”) can be occupied; NO lending, NO renting, NO family members, NO visitors and NO occupancy by buying options until one apartment (“original” or “new”) has been sold.

- Upon completion of the sale of one apartment, the existing Rules and Regulations will be applied as follows:
- If the “Original” apartment is sold, the shareholder cannot rent his/her “New” apartment for a period of twelve (12) months.
- If the “New” apartment is sold, the shareholder keeps the privilege to rent his/her “Original” apartment.
- There is a charge of \$100 to the seller for the paperwork involved in selling an apartment.
- There is no extra charge for the shareholder to have the apartment registered and shown to prospective buyers.
- There is a charge of \$300 to the buyer for the processing fee.
- Upon completion of the sale of an apartment, all the keys, entry card, gate keys, mail box key and those to enter the apartment must be remitted to the new owner.

## **15.Occupancy**

Where shareholders desire to have guests over 18 years of age reside with them for a period exceeding four (4) weeks, said shareholder shall request and obtain permission from the Board of Directors of the Corporation stating the length of the visit and number of guests.

## **16.Nurse, live-in aide**

Certificates from doctors with regard to the need for live-in aides must be submitted to the Management for approval.

No aide may take up residence in Mar-Len Gardens unless approval has been given, and shareholder and aide have been interviewed by the Building Board.

If at any time the shareholder is no longer living in the apartment, the aide must vacate the premises within 48 hours. The Building Board can extend the period to one (1) month. If this rule is not adhered to, locks on the apartment will be changed at owner’s expense.

Live-in aides may accompany shareholder at all times. This includes activities such as bingo, swimming, etc.

## **17.Satellite dish**

Shareholders can install a television dish with the prior approval from the Building Board.

Only one (1) TV satellite (dish) allowed per unit. Maximum 80.2cm or 32inches.

## **18.Recreation areas**

- 18.1 According to the Rules and Regulations, Management reserve the right to refuse the use of recreation facilities to any shareholder, renter or guest in residence whose behavior, conduct or deportment is found to be annoying, embarrassing or detrimental to the peaceful and quiet enjoyment of the recreation facilities.
- 18.2 Shareholders shall be responsible for damage done by their guest, renters or visitors to any portion of the recreation buildings, equipment, or property
- 18.3 All persons using the recreation facilities shall be suitably and properly attired, except at the pool or on the sundeck, all shall wear some covering about the upper portion of their bodies.
- 18.4 The Card Room remains open until 10pm at which time the lights and air conditioning shall be turned off. Shareholders, their guests and renters may use the Card Room only.
- 18.5 No chairs, tables, or other equipment is to be removed by any persons from room to room or place to place without permission or consent of the Management.
- 18.6 Shareholders may use the Auditorium with the prior consent by the Management. However, the activity must involve a majority of shareholders.
- 18.7 Special groups may use the library with the prior permission and consent from the Management.
- 18.8 Sauna rooms and showers are opened from 7am to 9pm. The showers shall not be used to wash clothes or for drying bathing suits or towels.
- 18.9 No food or beverage (except water in a plastic container) is allowed in or around the recreation areas or any other areas of Mar-Len Gardens complex except for special occasions with the prior approval by Management.
- 18.10 Shareholders, guests, renters can use the billiard room. Children under 18 years of age may also use the billiard room if accompanied and supervised by an adult at all times. Shareholder is responsible for any damages to the equipment done by his/her guests or renters if used inappropriately.
- 18.11 Shuffleboard courts are open from 9am to 10pm. Do not walk across the courts.  
Children may use the shuffleboard courts with the supervision of any adult at all time.
- 18.12 Under no circumstances are children allowed to play ball on the premises.
- 18.13 Cigarettes are to be disposed of in the receptacles provided.  
No smoking is permitted in any of Mar-Len Gardens recreation rooms.
- 18.14 The use of bicycles, tricycles, roller skates, scooters and skateboards is prohibited in the recreation area and on sidewalks inside the premises.

- 18.15 The use of the library, the auditorium and the card room are permitted with the prior approval of the Management.

In these special events, the Management can authorize the serving of food and refreshments as long as the premises are afterwards returned to its original state and free of any garbage.

- 18.16 For dance evenings or Sunday evening shows, shareholders must wear appropriate attire for this type of activity.
- 18.17 No glass in any form is permitted in the recreation areas.
- 18.18 Before leaving the recreation areas, residents should return chairs and lounges to their proper place. No chairs or tables inside the fences surrounding the swimming pools are allowed.

## **19. Fitness area**

Users of the fitness equipment must register before and after training. Children under 18 years of age are allowed in the fitness room if accompanied and supervised by an adult at all times.

Use of equipment is at user's own risk.

The fitness area and equipment are opened from 6am to 9pm as long as it does not interfere with any other activity usually held in the room after 6pm.

Users are responsible for any damages to the equipment if used inappropriately.

## **20. Pool area**

- 20.1 Children under 12 years of age are permitted the use of the swimming pools, showers and bathrooms as provided in these Rules and Regulations but must be accompanied and supervised by an adult at all times. Swim at your own risk. For safety reasons, no one should swim alone.

Diapers are not allowed in the pool at any times.

- 20.2 Floats, beach balls, or any recreational toys are not permitted in the pool. Rubber "noodles" are allowed.
- 20.3 All persons using the swimming pools shall abide by the posted list of rules, which appear at or near each pool.
- 20.4 All bathers using a lounge chair, **must**, for their own health protection, cover it with a beach towel.
- 20.5 All persons with long hair must wear a bathing cap in the pool or have their hair tied up.
- 20.6 When going to and from the pool area, you **must** wear a garment over your bathing suite. Men must wear a shirt.



- 20.7 Regular pool hours are from 9am to sundown. However, the pool can be used after sundown with noise reduced to a minimum respecting the well-being and tranquility of the shareholders. Children must be accompanied and supervised by an adult at all times in and around the pool area. Diving and jumping in the pools are **strictly forbidden**. For safety reasons, no one should swim alone.

## **IV. Provisions related to rental and occupancy**

### **Introduction**

Mar-Len Gardens is a cooperative wherein the residents cooperate to maintain and improve the complex where they reside and where residents are concerned about their neighbors. It is not a place for transient and anonymous living.

Accordingly, it is absolutely imperative that no apartment or part thereof be used as a hotel room, transient apartment, motel, or for any other purpose whatsoever, except as the personal residence of the owner and his/her immediate family, or his/her renters and their immediate family.

Regulations, such shall be considered a breach of his rental and shall entitle the Association to terminate said rental and evict the offending tenant and his/her family or guests and charge the cost of same, including, but not limited to a reasonable attorney's fee, to the renter and the owner, who shall be jointly and separately liable therefore.

1. No person or persons under fifty-five (55) years of age may rent in Mar-Len Gardens.
2. In the absence of a shareholder, occupancy of the apartment by immediate family members (i.e. sons, daughters, mother, father, grandchildren, brothers and sisters) may be permitted for a period **NOT TO EXCEED 30 DAYS PER CALENDAR YEAR**, provided he/she registers with the Building Board, presents written permission from the shareholder, and is approved by the Building Board. The period of occupancy by family members may be extended only at the discretion of the Building Board.

Individuals must submit an application form duly completed by the owner for approval by the Building Board.

No children under 18 years of age may reside in an apartment without an adult present at all time.

3. All applications for rental or occupancy shall be in writing and shall be subject to approval of the Building Board. The written agreement **MUST** be submitted to Mar-Len Gardens Management office for its approval 10 to 30 days prior to arrival. (Management office will contact Building President).
4. Upon approval of a rental, an administration fee is to be paid to Mar-Len Gardens Management. The shareholder shall be responsible for such payment and such fees are to be paid prior to the rental period.
5. With the approval of the Building Board, up to two (2) guests are permitted in a one or two-bedroom apartment for a maximum of 15 days during the period of the rental.
6. Rental periods are calculated from **October 1<sup>st</sup> to September 30<sup>th</sup>** of the following year with a minimum of one (1) month to no more than three (4) consecutive months within that one-year period. Only one (1) rental application is allowed per year.
7. Upon the death of a shareholder, if the apartment becomes unoccupied and the persons inheriting are not 55 years or older, the new owner will have to sell the apartment. However, for the first year of ownership and during that year only, rental is permitted for a maximum period of three consecutive months.
8. In the case where shareholders break the Rules and Regulations on rental, these privileges will be removed the year after.

**NOTES**      Renters may not sub-lease

Immediate family members may be required to produce proof of relationship, age, etc.

## V. Imposing fines

As it is so provided in the By-Laws of this Corporation; Articles 4.14 (1) (2) (3), and in the Proprietary Lease and Occupancy Agreement, the Association will levy fines against a unit owner, his/her licensee or invitee, or the unit's occupant for failing to comply with any provision of the cooperative documents or reasonable rules of the Association.

No fine shall become a lien against a unit.

No fine shall be less than \$50 or more than \$100 per violation.

However, a fine may be levied for each violations continues, after a single notice and opportunity for a hearing, provided that such fine shall in aggregate not exceed \$1,000 as per section 719.303 (3) Florida Statutes. The Board of Directors of each building will be responsible for levying the fines.

Fines will be imposed as per the following table and as per our By-Laws.

### 1. **Smoke Detector bylaw #10.1.10**

A shareholder who fails to pass a yearly inspection of his/her smoke detector will be fine \$50 at the inspection following a first warning.

### 2. **Duplicate Keys (By Laws – Article #10.8**

Shareholders who fail to leave a key to their unit in the office will be subject to a fine of \$50, after the first warning.

### 3. **Floor covering (see Article 4, Rules and Regulations)**

Before installing a new flooring on the 2<sup>nd</sup> or 3<sup>rd</sup> floors, sound-proofing material must be approved by a Board Member before being installed. (Article #4)

It is strictly forbidden to change or modify windows or exterior doors (kitchen, living room or patio) without approval by the Management.

Before undertaking any type of renovation inside an apartment (except painting), the shareholder must fill the **renovation form** (available at the office) and inform his Building Board and Management as to the nature of the work to be done and obtain the final approval before execution of the said renovations. (Article #3.4, 3.5 and 3.6)

Failure to do so will result in a fine of \$100 minimum to a maximum of \$1,000.

### 4. **Damage to parking (Article #8)**

In the cases of oil leaks causing damages to the asphalt surface in the parking areas, a fine of \$50 minimum to \$100 maximum will be imposed to the car's owner after a first warning.

5. **Parking (Article #8)**

Backing into a parking space is prohibited, and is subject to a fine of \$50 after the first warning.

6. **Animals (Article #2)**

A shareholder is subject to a fine of \$50, after a first warning, if the unit owner and/or his/her renters keep pets in the unit. Feeding stray animals or birds in or around their surrounding area is subject to the same fine.

7. **Entry cards (Article #13)**

Under no circumstances is a shareholder allowed to loan his/her entry card to visitors or renters during his/her absence. A fine of \$50 will be imposed at the first infraction. Failure to comply will result in the entry card being deactivated from the system.

8. **Rentals and occupancy (Articles #1 to #7)**

Any infraction to rentals regulations will result in fine of \$100 minimum up to a maximum of \$1,000 for the unit owner.

**In case where shareholder breaks the Rules and Regulations on rentals, these privileges will be removed the year after.**